

SECOND AMENDATORY AGREEMENT

This **SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **ACCELA, INC.**, a California corporation whose address is 2633 Camino Ramon, Suite 120, Bishop Ranch 3, San Ramon, California 94583 (the “Vendor”), jointly (“the Parties”).

WITNESSETH:

A. The Parties entered into an Agreement dated December 14, 2010, and a First Amendatory Agreement dated January 7, 2016 (collectively, the “Agreement”) to provide maintenance and support services.

B. The Parties wish to amend the Agreement to extend the term and increase the maximum contract amount.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. All references to “...Exhibit A and A-1...” in the Agreement shall be amended to read: “...Exhibit A, A-1 and A-2...” as applicable. The scope of work marked as **Exhibit A-2** attached to this Second Amendatory Agreement is hereby incorporated by reference.

2. Article 3 of the Agreement entitled “**TERM**” is amended to read as follows:

“**3. TERM:** The term of the Agreement is from January 1, 2011 through December 31, 2022.”

3. Article 4(A) and 4(D)(i) entitled “**FEE and MAXIMUM CONTRACT LIABILITY**” is amended to read as follows:

“**4. COMPENSATION AND PAYMENT:**

A. Fee: The fee for the Services is set out in Exhibits A, A-1 and A-2 attached and incorporated herein and is due and payable in accordance with Exhibits A, A-1 and A-2.

D. Maximum Contract Liability:

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by Vendor under the terms of this Agreement for any amount in excess of the sum of **THREE MILLION FIFTY SEVEN THOUSAND SEVEN HUNDRED NINETY DOLLARS AND FOURTY EIGHT CENTS (\$3,057,790.48)**. Vendor acknowledges that any work performed by Vendor

beyond that specifically authorized by the City is performed at Vendor's risk and without authorization under the Agreement.””

4. Article 11 (F) “**DEFENSE AND INDEMNIFICATION**” is amended to add the following sentence at the end of the subsection:

“Under no circumstances shall Vendor's aggregate liability under this subsection (F) exceed the Maximum Contract Liability listed in Article 4(D) of this Agreement.”

5. As herein amended, the Agreement is affirmed and ratified in each and every particular.

6. This Second Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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Contract Control Number: TECHS-202056837-02 (TECHS-CE15003-02)
Contractor Name: ACCELA INC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

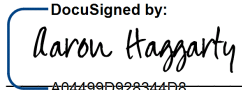
By:

By:

By:

Contract Control Number:
Contractor Name:

TECHS-202056837-02 (TECHS-CE15003-02)
ACCELA INC

By: 
A04499D928344D6...

Name: Aaron Haggarty
(please print)

Title: CLO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-2



2633 Camino Ramon, Suite 500
San Ramon, CA 94583

Proposed by: Becky O'Brien
Contact Phone: (925) 359-3334
Contact Email: robrien@accela.com
Quote ID: Q-20432
Valid Through: 12/01/2020
Currency: USD

RENEWAL ORDER FORM

Address Information

Bill To:

City and County of Denver, CO
201 Colfax Avenue, Department 301
Denver, Colorado 80202
United States

Ship To:

City and County of Denver, CO
201 Colfax Avenue, Department 301
Denver, Colorado 80202
United States

Billing Contact: Christine Binnicker
Billing Phone: 720-913-4930
Billing Email: chris.binnicker@denvergov.org

Services

Services	Start Date	End Date	Term (Mths)	Unit Price	Quantity	Total Price
Accela Citizen Access Maintenance and Support	01/01/2021	12/31/2021	12	\$21,370.41	1.00	\$21,370.41
Accela Mobile Office Department Site License Maintenance & Support	01/01/2021	12/31/2021	12	\$66,784.68	1.00	\$66,784.68
Accela Licensing and Case Mgt Department Site License Maintenance & Support	01/01/2021	12/31/2021	12	\$76,965.28	1.00	\$76,965.28
Accela Land Management Department Site License Maintenance & Support	01/01/2021	12/31/2021	12	\$123,209.60	1.00	\$123,209.60
Accela GIS Department Site License Maintenance & Support	01/01/2021	12/31/2021	12	\$34,304.52	1.00	\$34,304.52
					Total	\$322,634.49

Services Year 2	Start Date	End Date	Term (months)	Unit Price	Quantity	Total Price
Accela Citizen Access Maintenance and Support	01/01/2022	12/31/2022	12	\$22,438.93	1.00	\$22,438.93
Accela Mobile Office Department Site License Maintenance & Support	01/01/2022	12/31/2022	12	\$70,123.91	1.00	\$70,123.91
Accela Licensing and Case Mgt Department Site License Maintenance & Support	01/01/2022	12/31/2022	12	\$80,813.54	1.00	\$80,813.54
Accela Land Management Department Site License Maintenance & Support	01/01/2022	12/31/2022	12	\$129,370.08	1.00	\$129,370.08
Accela GIS Department Site License Maintenance & Support	01/01/2022	12/31/2022	12	\$36,019.75	1.00	\$36,019.75
					Total	\$338,766.21

Renewal Terms / Information

General Information

Governing Agreement(s)	This Order Form will be governed by the agreement executed between the parties on December 10, 2014 and as subsequently amended.
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Order Terms	
Order Start Date	Unless otherwise specified in the Special Order Terms: <ul style="list-style-type: none"> • Software Licenses & Subscriptions start on the date of delivery by Accela; • Hosting and Support start on Accela's delivery of the software hosted and/or supported;
Order Duration	Unless otherwise specified in the Special Order Terms: <ul style="list-style-type: none"> • Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer's first Subscription purchase. • Any Software Licenses or Hardware are one-time, non-refundable purchases. • Hosting and Support continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). • Professional Services continue for the duration as outlined in the applicable Statement of Work, Exhibit or the Governing Agreement, as applicable.
Special Order Terms	This Order Form replaces all previous order forms for the terms listed above and will govern the Software, Maintenance, and/or Services items listed on Page 2 of this Order Form. <ul style="list-style-type: none"> • In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction. • For Software Licenses, Accela may terminate this Order Form in the event the Software is phased out across Accela's customer base. In such event, Accela will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Accela generally-available offering with comparable functionality.

Payment Terms		
Currency	USD	
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total \$ above will be issued on the Order Start Date.	
Payment Due Date	Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable net 30 days .	
Special Payment Terms	None unless otherwise specified in this section.	
Purchase Order	If Customer requires PO number on invoices, it must be provided to the right and Customer must provide copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference. <table border="1" style="float: right; margin-left: 20px;"> <tr> <td style="width: 50px; height: 20px;">PO#</td> </tr> </table>	PO#
PO#		

Accela	Customer
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)</i>
_____ <i>(Print Name)</i>	_____ <i>(Print Name)</i>
Its: _____ <i>(Title)</i>	Its: _____ <i>(Title)</i>
Dated: _____ <i>(Month, Day, Year)</i>	Dated: _____ <i>(Month, Day, Year)</i>

ACCELA NON-RENEWAL FORM

Better government through civic engagement

Customer Name	City and County of Denver
Date of Non-renewal	1/1/2021
Agreement(s) - Name and Date	
Services/License(s)/Maintenance/ Etc. not renewed (please be specific and include period to not renew)	Crystal Reports

Credit Request (if applicable)

Reason for Credit Request	N/A	
Amount of Credit Requested (USD)\$ and Invoice Numbers	N/A	
Period to credit, if applicable (all credits will be applied toward future invoices)	Start Date	N/A
	End Date	N/A

CITY AND COUNTY OF DENVER, CO ("CUSTOMER")**ACCELA, INC.**

Name Printed

Name Printed

Title

Title

Signature

Signature

Date

Date