

THIRD AMENDATORY AGREEMENT

THIS THIRD 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”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement dated December 14, 2010, an Amendatory Agreement dated January 7, 2016, and a Second Amendatory Agreement dated February 10, 2021, (collectively the “2010 Agreement”) to provide ongoing maintenance and support services for the City’s existing on-premise software implementation (the “Existing System”);

WHEREAS, the Parties also entered into an agreement dated June 9, 2022, to provide ongoing access to Vendor’s SaaS solution as well as related technical support and maintenance (the “SaaS Service”) and provided for continued support on the Existing System until such SaaS Service goes live, with such Existing Systems support fees included within the fees SaaS Service fees (the “2022 Agreement”);

WHEREAS, the 2010 Agreement contains the description of the technical support for the Existing System and the 2022 Agreement does not, the Parties hereby enter into this Third Amendatory Agreement to clarify the provision of such Existing System support; and

WHEREAS, the Parties now wish to modify the 2010 Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the 2010 Agreement as follows:

1. Effective January 1, 2023, all references to Exhibits A, A-1, and A-2 in the existing Agreement shall be amended to read Exhibits A, A-1, A-2, and A-3, as applicable. Exhibit A-3 is attached and will control from January 1, 2023.

2. Section 3 of the Agreement, titled “**TERM**,” is amended to read as follows:

“3. **TERM**: The term of the Agreement is from January 1, 2011, through December 31, 2023.”

3. The Parties hereby agree that (a) the description of the technical support for the Existing System is the technical support referenced in the 2022 Agreement and (b) that the Vendor shall provide such technical support in accordance and as specified within the 2010 and 2022 Agreements.

4. Solely for the purposes of providing the technical support on the Existing System as set forth in the 2022 Agreement, the description of such services set forth in the 2010 Agreement shall control and all other terms and conditions shall be superseded by the 2022 Agreement.

5. Except as amended here, the 2010 Agreement is affirmed and ratified in each and every particular.

6. Nothing herein amends or extends either Party’s obligations or liabilities set forth in the 2022 Agreement.

7. This Third Amendatory Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the Vendor, the City and County of Denver, and if required by Charter, approved by the City Council.

8. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A-3**, Scope of Work/Order Form.

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Contract Control Number: TECHS-202263758-03 / (CE15003-03)
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:



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-25494
Valid Through: 12/30/2022
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 Name: Christine Binnicker
Billing Phone: 720-913-4930
Billing Email: chris.binnicker@denvergov.org

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Citizen Access Maintenance & Support	Year 1	1/1/2023	12/30/2023	12	\$0	1	\$0
Accela Mobile Office Department Site License Maintenance & Support	Year 1	1/1/2023	12/30/2023	12	\$0	1	\$0
Accela Licensing and Case Mgt Department Site License Maintenance & Support	Year 1	1/1/2023	12/30/2023	12	\$0	1	\$0
Accela Land Management Department Site License Maintenance & Support	Year 1	1/1/2023	12/30/2023	12	\$0	1	\$0
Accela GIS Department Site License Maintenance & Support	Year 1	1/1/2023	12/30/2023	12	\$0	1	\$0
TOTAL:							\$0

EXHIBIT A-3

Pricing Summary

Period	Net Total
Year 1	\$ 0
Total	\$ 0

Renewal Terms/Information:

General Information	
Governing Agreement(s)	This Order Form will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired or have otherwise been terminated, the following terms at https://www.accela.com/terms/ will govern as applicable, based on the Customer's purchase.
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 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 location.

Purchase Order	If Customer requires PO number on invoices, it must be provided below and Customer must provide a 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.
	PO#

Signatures	
Accela, Inc.	Customer
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date: