

**AMENDMENT NO. 3
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ACCELA, INC.**

PREAMBLE

This agreement ("Amendment No. 3") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Accela, Inc., a Delaware corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The City previously entered into an agreement with Accela Inc., a California Corporation, entitled "Agreement for the Performance of Services By and Between the City of Santa Clara and Accela, Inc.", dated August 29, 2018 (Agreement);
- B. The Agreement was previously amended by Amendment No. 1, dated December 16, 2021, and Amendment No. 2, dated July 9, 2024, and is again amended by this Amendment No. 3. The Agreement and all previous amendments are collectively referred to herein as the "Agreement";
- C. Accela Inc., a California Corporation, converted to a Delaware Corporation on August 29, 2023, and Accela Inc., a Delaware Corporation, has the same obligations and rights previously held by Accela Inc., a California Corporation, under the Agreement; and
- D. The Parties entered into the Agreement for the purpose of having Contractor provide software subscription and related services, and the Parties now wish to amend the Agreement to extend the term, update exhibits, and increase compensation by \$4,153,608.50 from \$2,875,172.25 for a revised not-to-exceed maximum compensation amount of \$7,028,780.75 for the continuation of current services.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 5 of the Agreement, entitled "Term of Agreement" is amended to read as follows:

“Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on August 29, 2018 and shall terminate on November 29, 2030. This Agreement may be renewed for additional terms in increments of one (1) to no more than five (5) years upon mutual consent of both parties and through formal written amendment.”

2. Section 11 of the Agreement, entitled “Termination of Agreement” is revised and restated as follows:

Termination for Non-Appropriation of Funds. Contractor acknowledges that City, a municipal corporation, is precluded by the California State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement will constitute an obligation of future legislative bodies of the City to appropriate funds for the purposes of this Agreement. This Agreement will terminate immediately if funds necessary to continue the Agreement are not appropriated. In the event of a non-appropriation, notwithstanding anything to the contrary, Contractor shall not refund sums previously paid to it by City, and City will pay Contractor for any Services performed in accordance with this Agreement up to the date of termination, according to the rates set forth in Third Revised Exhibit B (Schedule of Fees).

Termination for Default. Either party may terminate this Agreement if either Party materially breaches any terms and conditions of this Agreement after receiving a written notice describing the circumstances of the material breach, and the Party fails to correct the breach within thirty (30) calendar days. Upon any termination for cause by City, Contractor will refund any prepaid subscription fees covering the remainder of the subscription term after the effective date of termination.”

3. Second Revised Exhibit B of the Agreement, entitled “Fee Schedule”, is hereby amended by replacing it in its entirety with the Third Revised Exhibit B, attached and incorporated into this Amendment No. 3.
4. Exhibit H of the Agreement, entitled “Accela Subscription Terms and Conditions”, Section 4 is amended to read as follows:

“While the Agreement Term is from August 29, 2018 to November 29, 2030, the Subscription Term for the individual products for which Customer is subscribed is twelve (12) years (“Subscription Term” or “subscription term”) (years 1-7 are listed in the Second Revised Exhibit B, Amendment No. 2 and Years 8-12 are listed in the Third revised Exhibit B, Amendment No. 3). The list of Customer’s subscriptions can be found in the Third Revised Exhibit B (Fee Schedule). Subscriptions are paid annually in advance in increments of twelve (12) calendar months (unless otherwise stated on an Order Form). Throughout the duration of this Agreement Term and during any active Subscription Term, Customer may add new subscriptions as set forth in the Third Revised Exhibit B (Fee Schedule).

Notwithstanding anything to the contrary, the Agreement and Subscription Terms are not subject to termination other than for Termination for Default or Termination for Non-Appropriation of Funds, as described in Section 11 (Termination)."

5. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 3, the provisions of this Amendment No. 3 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 3 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

GLEN R. GOOGINS
City Attorney

JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

ACCELA, INC.
a Delaware corporation

Dated: Nov-14-2025

By (Signature): Signed by: Michael E. Gigliello

Name: Michael Gigliello

Title: Controller

Principal Place of Business Address: 9110 Alcosta Blvd, Ste H #3030
San Ramon, CA 94853

Email Address: ContractsAdmin@Accela.com

Telephone: 925-659-3200

Fax: ()

"CONTRACTOR"

THIRD REVISED EXHIBIT B FEE SCHEDULE

1. MAXIMUM COMPENSATION

The maximum compensation for all materials and services provided under this Agreement shall not exceed **Seven Million, Twenty-Eight Thousand, Seven Hundred Eighty Dollars and Seventy-Five Cents** during the term of the Agreement, subject to budget appropriations. Any additional services or materials requested by the City that would exceed the preceding maximum amount will be addressed in an Amendment to the Agreement.

2. CIVIC PLATFORM ANNUAL SOFTWARE SUBSCRIPTION SERVICES

Table B1 sets forth the maximum price per subscription, based on the Subscription Term, and the quantity of subscriptions that City has purchased in prior periods.

- a. New Subscriptions. The Parties will follow the ensuing process to purchase additional subscriptions, up to the Maximum Allowable Quantities listed in the table below. When the City desires to purchase additional subscriptions during a Subscription Term:
 - i. City will provide Contractor with the quantity, type, price, and activation date of new subscriptions.
 - ii. The Contractor will prepare and deliver to City an Order Form summarizing the terms of the purchase. Contractor will prorate the subscription Per Unit Price from the activation date through the end of the Subscription Term.
 - iii. City shall evidence the purchase of new subscriptions by issuance of a Purchase Order which, together with Contractor's Order Form, shall be deemed to incorporate the terms and conditions of this Agreement and any amendments hereto.
- b. Annual Renewal. Notwithstanding anything to the contrary contained herein, at least sixty (60) calendar days prior to the beginning of a new Subscription Term:
 - i. City will confirm with Contractor the quantity and type of subscriptions that should be renewed for the upcoming Subscription Term. Quantities must be equal to the quantities from the prior Subscription Term and can be increased up to the Maximum Allowable Quantities listed in the table below, however cannot be decreased. Contractor shall adjust the annual renewal invoice for the new Subscription Term based on the information provided by the City and in accordance with the Per Unit Price set forth in Table B1.

Table B1 – Pricing for 5-Year Extension (Years 8-12)****Pricing for Years 1-7 listed in the Second Revised Exhibit B (Fees Schedule), Amendment No. 2.**

Term: 11/30/2025 - 11/29/2026			
Product	Maximum Allowable Quantity	Per License Price	Extended Total
Citizen Access Subscription Population (125,948 Population) ₁	1	\$15,950.94	\$15,950.94
Accela Civic Platform Subscription Users ₂	310	\$2,199.00	\$681,690.00
Accela Fire Enterprise Device-SaaS ₃	50	\$1,319.41	\$65,970.50
		Year 8 TOTAL:	\$763,611.44
Term: 11/30/2026 - 11/29/2027			
Product	Maximum Allowable Quantity	Per License Price	Extended Total
Citizen Access Subscription Population (125,948 Population)	1	\$16,429.47	\$16,429.47
Accela Civic Platform Subscription Users	310	\$2,264.97	\$702,140.70
Accela Fire Enterprise Device-SaaS	50	\$1,358.99	\$67,949.50
		Year 9 TOTAL:	\$786,519.67
Term: 11/30/2027 - 11/29/2028			
Product	Maximum Allowable Quantity	Per License Price	Extended Total
Citizen Access Subscription Population (125,948 Population)	1	\$17,250.94	\$17,250.94
Accela Civic Platform Subscription Users	310	\$2,378.22	\$737,248.20
Accela Fire Enterprise Device-SaaS	50	\$1,426.94	\$71,347.00
		Year 10 TOTAL:	\$825,846.14
Term: 11/30/2028 - 11/29/2029			
Product	Maximum Allowable Quantity	Per License Price	Extended Total
Citizen Access Subscription Population (125,948 Population)	1	\$18,113.49	\$18,113.49
Accela Civic Platform Subscription Users	310	\$2,497.13	\$774,110.30

Accela Fire Enterprise Device-SaaS	50	\$1,498.29	\$74,914.50
		Year 11 TOTAL:	\$867,138.29
Term: 11/30/2029 - 11/29/2030			
Product	Maximum Allowable Quantity	Per License Price	Extended Total
Citizen Access Subscription Population (125,948 Population)	1	\$19,019.16	\$19,019.16
Accela Civic Platform Subscription Users	310	\$2,621.98	\$812,813.80
Accela Fire Enterprise Device-SaaS	50	\$1,573.20	\$78,660.00
		Year 12 TOTAL:	\$910,492.96

¹A single Citizen Access Subscription license supports a total population of up to 125,948

²The Accela Civic Platform Subscription license supports 1 license for every 1 user

³The Accela Fire Enterprise Device Subscription supports 1 license for every 3 users

¹ Customer's current subscriptions as of the Subscription Term ending 11/29/2025 include the following quantities: 1 Citizen Access, 265 Accela Civic Platform, and 48 Accela Fire Enterprise Device - SaaS