

**AMENDMENT NO. 2
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ACCELA, INC.**

PREAMBLE

This amendment (“Amendment No. 2”) 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 May 29, 2018 (Agreement);
- B. The Agreement was previously amended by Amendment No. 1, dated December 16, 2021, and is again amended by this Amendment No. 2. The Agreement and all previous amendments are collectively referred to herein as the “Agreement as Amended”;
- 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 as Amended; and
- D. The Parties entered into the Agreement as Amended for the purpose of having Contractor provide software subscription and related services, and the Parties now wish to amend the Agreement as Amended to increase compensation by \$235,872.25 for a revised not-to-exceed maximum compensation amount of \$2,875,172.25 for the purchase of additional 41 named user licenses and 59 shift-based licenses.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. First Revised Exhibit B of the Agreement as Amended, entitled “Fee Schedule”, is hereby amended to read as shown in Second Revised Exhibit B, attached and incorporated into this Amendment No. 2.

2. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 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

JÓVAN 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: _____

By (Signature): _____

Name: _____

Title: _____

Principal Place of Business Address: 2633 Camino Ramon #500
San Ramon, CA 94853

Email Address: _____

Telephone: () _____

Fax: () _____

“CONTRACTOR”

**SECOND REVISED EXHIBIT B
FEE SCHEDULE**

1. MAXIMUM COMPENSATION

The maximum compensation for all materials and services provided under this Agreement shall not exceed **Two Million, Eight Hundred Seventy-Five Thousand, One Hundred Seventy-Two Dollars and Twenty-Five Cents (\$2,875,172.25)** 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. 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.
 - ii. 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: Civic Platform - Part # SS-37			
Product Name	Quantity of licenses¹	Per License Price	Extended Total¹
Accela Civic Platform Silver – Named User License Subscription Term: 11/30/18 - 11/29/19 (Year 1)	40	\$1,788.00	\$71,520.00
Accela Civic Platform Silver – Named User License Subscription Term: 11/30/19 - 11/29/20 (Year 2)	140	\$1,841.64	\$257,829.60
Accela Civic Platform Silver – Named User License Subscription Term: 11/30/20 - 11/29/21 (Year 3)	140	\$1,896.89	\$265,564.60

Accela Civic Platform Silver – Named User License Subscription Term: 11/30/21 - 11/29/22 (Year 4)	140	\$1,953.80	\$273,532.00
Accela Civic Platform Silver – Named User License Subscription Term: 1/1/22 to 11/29/22 ² (Year 4)	100	////	\$179,025.00
Accela Civic Platform Silver – Named User License Subscription Term: 11/30/22 - 11/29/23 (Year 5)	240	\$2,012.40	\$482,976.00
Accela Civic Platform Silver – Named User License Subscription Term: 11/30/23 - 11/29/24 (Year 6)	240	\$2,072.77	\$497,464.80
Accela Civic Platform Silver – Named User License Subscription Term: June 2024 – November 2024 ² (Year 6)	41	\$1,033.55	\$42,375.55
Accela Civic Platform Silver – Shift-Based License Subscription Term: June 2024 – November 2024 ² (Year 6)	49	\$620.13	\$30,386.37
Accela Civic Platform Silver – Named User License Subscription Term: 11/30/24 - 11/29/25 (Year 7)	281	\$2,134.95	\$599,920.95
Accela Civic Platform Silver – Shift-Based License Subscription Term: 11/30/24 - 11/29/25 (Year 7)	59	\$1,280.98	\$75,577.82
7-Year Not to Exceed Total			\$2,776,172.69

¹Not to exceed amounts

²Prorated

3. CITIZEN ACCESS ANNUAL FEE

Table B2 sets forth the population-based, annual subscription fee for Citizen Access.

Table B2: Citizen Access - Part # AS-37		
Product Name	Population Size	Net Price
Accela Citizen Access - Subscription Population: 11/30/18 - 11/29/19	125,948	\$12,594.80
Accela Citizen Access - Subscription Population: 11/30/19 - 11/29/20	125,948	\$13,363.08
Accela Citizen Access - Subscription Population: 11/30/20 - 11/29/21	125,948	\$13,753.52
Accela Citizen Access - Subscription Population: 11/30/21 - 11/29/22	125,948	\$14,169.15
Accela Citizen Access - Subscription Population: 11/30/22 - 11/29/23	125,948	\$14,597.37
Accela Citizen Access - Subscription Population: 11/30/23 - 11/29/24	125,948	\$15,035.29
Accela Citizen Access - Subscription Population: 11/30/24 - 11/29/25	125,948	\$15,486.35
Total		\$98,999.56