

**AMENDMENT**

1. Parties
- |  |   |
|--|---|
| ACCELA<br>Accela, Inc.<br>2633 Camino Ramon, Suite 500<br>Bishop Ranch 3<br>San Ramon, California 94583<br>Attention: Contracts Administration<br>T: 925.659.3200<br>e-Mail: contractsadmin@accela.com | CUSTOMER<br>Lexington-Fayette Urban County, KY<br>Division of Engineering – Right of Way Section<br>101 East Vine Street<br>Lexington, Kentucky 40507<br>Attention: Kevin Wentte<br>T: 859-258-3436<br>e-Mail: kwente@lexingtonky.gov |
|--|---|
2. Effective Date Provided that Customer signs and returns this Amendment (the "Amendment") to the Services and Subscription Agreement Between Lexington-Fayette Urban County, Kentucky ("CUSTOMER") and Accela, Inc. ("ACCELA") Dated September 30, 2015 ("Agreement") to Accela **no later than June 30, 2017**, this Amendment is effective as of the date of the last signature on this Amendment ("Effective Date").
3. Modification
- 3.1 The Quote Between ACCELA and CUSTOMER Dated June 5, 2017, attached to this Amendment as Exhibit A, is hereby incorporated into the Agreement. To the extent a term or condition in the Agreement conflicts with any term or condition in this Amendment, the term or condition contained in the Amendment shall prevail.
4. Terms and Conditions
- 4.1 Unless specifically amended, modified, or supplemented by this document, all terms and conditions of prior written agreements between the parties shall remain unchanged and in full force and effect. The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.
- 4.2 If any particular provision of this document is determined to be invalid or unenforceable, that determination shall not affect the other provisions which shall be construed in all respects as if the invalid or unenforceable provision were omitted.

**ACCELA**

**CUSTOMER**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Its \_\_\_\_\_  
Title

Its \_\_\_\_\_  
Title

Dated: \_\_\_\_\_  
Month, Day, Year

Dated: \_\_\_\_\_  
Month, Day, Year

**END OF DOCUMENT**



June 5, 2017

Lexington-Fayette Urban County, KY  
Division of Engineering  
101 East Vine Street- Room 220

RE: Quote Number: **Q 13987-1**      **Lexington-Fayette Urban County - ROW On-line Permitting**

Attached please find a quote for the products and services you requested.

Please refer to the Notes section for detailed information regarding this quote. It includes information on submitting a purchase order, payment terms, costs for on-site assistance, hardware, or other equipment, and requirements for developing a final Statement of Work.

If you have any questions regarding this estimate, please feel free to contact me at (407) 616-3450 or via e-mail at [kfarmer@accela.com](mailto:kfarmer@accela.com).

Regards,

Kristin Farmer  
Account Manager  
[kfarmer@accela.com](mailto:kfarmer@accela.com)  
Accela, Inc.



Lexington-Fayette Urban County, KY

Quote Number: Q-13987-1

Date: June 2, 2017

Valid Until: August 31, 2017

Citizen View

PART #	PRODUCT NAME	QTY	UNIT PRICE	EXTENDED	NET PRICE
SS70ACZVT04CI01	ROW Mgt-Citizen View 2.0 - Cities/Towns T04 P350-500K Includes On-line Permitting	1	USD 15,000.0000	USD 15,000.00	USD 15,000.00
	Subtotal				USD 15,000.00

Professional Services

PART #	PRODUCT NAME	QTY	UNIT PRICE	EXTENDED	NET PRICE
SV100SCASMGTM0 1	SMG Delivery - Sr. Consultant/Architect				USD 46,250.00
	Subtotal				USD 46,250.00

**TOTAL: USD 61,250.00**

**Subscription Summary**

<b>Product</b>	<b>Quantity</b>	<b>Net Price</b>
ROW Mgt-Citizen View 2.0 – Cities/Towns T04 P350-500K Init	1	USD 15,000.00
Subtotal		USD 15,000.00
<b>TOTAL:</b>		USD 15,000.00

**Services Summary**

<b>Product</b>	<b>Quantity</b>	<b>Net Price</b>
SMG Delivery - Sr. Consultant/Architect		USD 46,250.00
Subtotal		USD 46,250.00
<b>TOTAL:</b>		USD 46,250.00

**NOTES:**

This quote is valid until August 31, 2017. After this date, all prices are subject to change. This quote supersedes any previous written or verbal cost estimate for Subscription Services and is governed by the terms and conditions set forth in Services and Subscription Agreement No. 175-2015 for Accela right-of-way permitting products and services, which is attached hereto and incorporated herein by reference as if fully stated as Exhibit B. In the event of a conflict between these two documents, the terms of this SOW shall take precedence. In order to procure the above-mentioned Services, please sign below and submit a purchase order with the following information:

1. Signature of authorized personnel (if there is a signature line on the purchase order)
2. Estimate Number
3. Date

In order to expedite the processing of this Quote, please submit authorization via e-mail to [contractsadmin@accela.com](mailto:contractsadmin@accela.com) and also fax to the Attn. of Contracts Administration at (925) 407-2722. Please note that if faxing a purchase order, submit both front and back and send the original purchase order in the mail to Attn: Contracts Administration, Accela, Inc. 2633 Camino Ramon, Suite 500, Bishop Ranch 3, San Ramon, CA 94583.

**Payment Terms:** The initial Annual Subscription fees are due upon Accela's receipt of purchase order or signed agreement, whichever is earlier.

Professional Services fees are billable based upon mutually agreed terms and condition of the Statement of Work (SOW). Accela shall be entitled to reimbursement for reasonable expenses incurred in the performance of work for Customer. Accela shall submit a detailed monthly written report indicating work performed for Customer, and shall provide sufficient documentation for reimbursable expenses prior to payment. Travel time will be billed at the rate stated in the SOW. Billing terms for professional services, travel time and expenses are Net 30, unless otherwise agreed upon in the SOW.

If the Agency requires additional on-site assistance, a separate estimate and Statement of Work will be provided.

Annual Subscription fees do not include hardware or equipment. Please contact your selected hardware vendor for additional hardware or software costs.

Payment obligations hereunder are non-cancelable and any sums when paid shall be non-refundable. Agency will be responsible for payment or reimbursement to Accela, Inc. any and all federal, state, provincial and local taxes and duties that are applicable, except those based on Accela's net income.

Alternate Terms Disclaimed: The parties expressly disclaim any alternate terms and conditions accompanying

drafts and/or purchase orders issued by Customer.

**EXHIBIT A**

**Statement of Work**

Lexington-Fayette Urban County, KY  
Division of Engineering - Right of Way Section  
101 East Vine Street  
Room 220  
Lexington Kentucky United States  
40507  
June 5, 2017

Accela, Inc.  
2633 Camino Ramon  
Suite 120  
San Ramon, CA 94583  
Tel: 925-659-3200  
Fax: 925-659-3201

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## Overview

The following is an overview of the Statement of Work to be provided by Accela ROWM. The goal of this effort is to:

- Implement RoWM Online Permitting
- Implement RoWM Citizen's View

This Statement of Work ("SOW") sets forth a scope and definition of the consulting/professional services, work, and/or project (collectively, the "Services") to be provided by Accela Right of Way Management ("Accela ROWM").

## Work Description

Accela ROWM will work with the appropriate agencies to analyze the existing dataset and business process. A new, integrated process will be delivered inclusive of any existing, legacy systems with the new Accela ROWM solution.

## PROJECT SCHEDULE

The implementation of ROWM Online Permitting and Citizen's View is estimated to be four (4) months. Training of the Customer will occur within one (1) month after the implementation.

Due to the compressed nature of the project schedule, if a Customer-based delay puts the project on hold more than one (1) month, Accela ROWM reserves the right to terminate this SOW, and new terms will need to be negotiated. If a Customer-based delay puts the project on hold past the termination period, Accela ROWM reserves the right to terminate the contract upon seven (7) calendar days' notice to Customer.



## Payment Terms

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### PAYMENT SCHEDULE

Professional Services fees will be billed 50% of total professional services upon contract signing. Remaining professional service fees will be billed upon completion of services. Billing terms for professional services, travel time and expenses are Net 30, subject to the above terms and conditions set forth in Payment Terms of this SOW. Payment obligations hereunder are non-cancelable and any sums when paid shall be non-refundable.

Progress Payments - \$46,250

Payment #1	\$23,125	50%	Due upon contract signing
Payment #2	\$23,125	50%	Due upon completion of services

### CHANGE ORDER

This SOW is predicated on the timely completion of project milestones. Should Accela fail to complete any milestones or deliver any products and services listed herein due to an unforeseeable event or circumstance beyond the reasonable control of Accela ROWM, which results in additional time and expense incurred by Accela ROWM, in excess of the hours provided for in this document, the occurrence of which shall be documented in writing, Accela ROWM will produce a change order for additional hours in support of the scope and deliverables contained herein. Any change order will need to be approved by all involved parties in writing. Change orders will need to be approved within three business days of delivery to avoid a halt of work on the engagement.



## General Assumptions

- Customer and Accela will review their respective responsibilities before work begins to ensure that the engagement is a success and can be satisfactorily completed in the appropriate timeframe.
- Configurations and coding not specifically described in this document is the responsibility of the Customer.
- The Customer has committed to the involvement of key resources and subject matter experts for ongoing participation in all project activities as defined by this SOW.
- The Customer will provide access to subject matter experts and decision makers in a timely fashion.
- Any additional worked hours over the hours or scope stated in the SOW will require a change order.
- Accela ROWM is not responsible for unreasonable delay to the project timeline created by dependency on any Customer third party consultants. Timeline changes will result in a change order for extension of Accela ROWM project resources caused by the Customer's third party consultant actions (including availability) resulting in additional time or scope.
- Invoices are due net 30 of the invoice date.

### ACCEPTANCE:

Accepted By:

Accepted By:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name - Type or Print

\_\_\_\_\_  
Name - Type or Print

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Appendix A follows**

## **APPENDIX A: SPECIFIC SCOPING DETAILS AND ASSUMPTIONS**

**Deliverable 1:** Accela RoWM will configure Citizen's View

- Work with the City to determine which Permits will be shared.
- Build custom filter to export data being shared.
- Configure timing for sharing data to Citizen's View.
- Build CV page and site for City.
- Create custom banner/logo/color scheme as required by the City.
- Work with the City to determine if any fields in standard bubble should be removed.
- Configure three filters for display.

Customer Responsibilities:

- Provide access to resources for decision making.
- Provide banner/logo/color schemes.
- Review standard bubble fields.
- Provide resources for testing purposes.
- Determine where on their City internet/intranet to embed Citizen's View.

Acceptance Criteria: The deliverable will be accepted when data is routinely displayed on Citizen's View.

**Deliverable 2:** Accela ROWM will implement RoWM Online Permitting:

- Configure online permits with types and subtypes used by the City.
- Build all custom fields from core system in Online Permitting.
  
- Configure document attachment types and custom types for Online Permitting.
- Design banner and landing page according to City colors/specifications.

Customer Responsibilities:

- Fully test process for online registration, approval, and data entry through to RoWM.
- Determine and provide requirements for page colors/verbiage/etc.

Acceptance Criteria: The deliverable will be accepted when applicants can register, apply for permits online and data transfers properly to core system for City review.

EXHIBIT B

Services and Subscription Agreement No. 175-2015  
(4 PAGES)

## SERVICES AND SUBSCRIPTION AGREEMENT

- |   |   |
|---|---|
| <p>1. <u>Parties</u></p> <p>ACCELA<br/>Accela, Inc.<br/>2633 Camino Ramon, Suite 500<br/>Bishop Ranch 3<br/>San Ramon, California 94583<br/>Attention: Contracts Administration<br/>T: 925.659.3200<br/>F: 925.407.2722<br/>e-Mail: contractsadmin@accela.com</p> | <p>CUSTOMER<br/>Lexington-Fayette Urban County, KY<br/>Division of Engineering - Right of Way Section<br/>101 East Vine Street<br/>Lexington, Kentucky 40507<br/>Attention: Kevin Wente<br/>T: 859-258-3436<br/>F: N/A<br/>e-Mail: kwente@lexingtonky.gov</p> |
|---|---|

This Services Agreement ("SA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

### 2. Term and Termination

2.1 Term Provided that Customer signs and returns this SA to Accela **no later than September 30, 2015**, this SA is effective as of the date of Customer's signature ("Effective Date") and will continue until completion of the services deliverables described herein.

2.2 Termination Either party may terminate if the other party materially breaches this SA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this SA, all rights granted to Customer are cancelled and revert to Accela.

### 3. Professional Services Accela will provide the implementation, data conversion, and/or training services ("Professional Services") described in the Statement of Work ("SOW") attached hereto as Exhibit A.

3.1 Warranty Accela will commence and complete the Professional Services in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of Accela's industry.

3.2 Customer Cooperation As required, Customer agrees to provide Accela with appropriate access to Customer's facilities, personnel, data systems, and other resources. Customer acknowledges that the implementation process described in this SA is cooperative in nature and that Customer must complete its designated tasks in a timely manner in order for Accela to proceed with and complete the Professional Services. Customer delays during the implementation period may have adverse collateral effects on Accela's overall work schedule. Although Accela will use its best efforts to immediately resume work following such a delay, Customer acknowledges that schedules for the Professional Services may be delayed by more than the number of days delayed by Customer. Customer agrees that if additional time is required to complete the Professional Services because of Customer delays, such time will be charged to Customer at Accela's then-current time-and-materials rates.

### 3.3 Compensation

3.3.1 Implementation Fees In exchange for the Professional Services, Customer will pay to Accela the amounts indicated in Exhibit A according to the billing events schedule described therein. The pricing set forth herein reflects information generally known to Accela, supplied to Accela

by Customer, and based on Accela's interpretation of the work to be performed. In addition to such amounts, Customer will reimburse Accela for airfare, travel time, lodging, rental transportation, meals, and other miscellaneous expenses at current rates. Customer will reimburse Accela for data communications charges at the flat, per-day rate specified in Exhibit A. Upon Customer request, Accela will provide scanned or copied receipts of other appropriate documentation supporting claimed expenses and other charges.

- 3.3.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. Customer will be responsible for payment of all federal, state or provincial, and local taxes and duties, except those based on Accela's income. If Customer is exempt from certain taxes, Customer will provide Accela with an appropriate certificate of exemption. Customer will be invoiced for all amounts upon occurrence of the billing events described in Exhibit A. The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices. Accela may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer.

#### 4. Confidentiality

- 4.1 Definitions "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either Accela or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section:
- a) information which is in Recipient's possession prior to disclosure by Disclosing Party;
  - b) information which is available to Recipient from a third party without violation of this SA or Disclosing Party's intellectual property rights;
  - c) information disclosed pursuant to Subsection 4.4 below;
  - d) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;
  - e) information which is subpoenaed by governmental or judicial authority; and
  - f) information subject to disclosure pursuant to a state's public records laws.
- 4.2 Confidentiality Term The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this SA ("Confidentiality Term").
- 4.3 Confidentiality Obligations During the Confidentiality Term, Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in

the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

- 4.4 Publicity During the term of this SA, including the term of any amendment hereto, Accela may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the Accela product(s) and services provided or contracted to be provided to Customer. These disclosures may include press releases or other communications to media, display on Accela web sites, or use in other marketing activities, but will not include non-public information or indicate Customer's express endorsement of Accela's products or services without Customer's prior written authorization.

5. Other Terms and Conditions

- 5.1 Mutual Indemnification Accela agrees to indemnify, defend, and hold Customer and its officers, agents, and employees harmless against any claims, suits, or damages arising out of physical property damage or bodily injury caused by the negligence or misconduct of Accela or its employees or agents while the terms and conditions of this SA remain enforceable. Customer agrees to indemnify, defend, and hold Accela and its officers, agents, and employees harmless against any claims, suits, or damages arising out of physical property damage or bodily injury caused by the negligence or misconduct of Customer or its employees or agents while the terms and conditions of this SA remain enforceable.
- 5.2 Limitation of Liability Accela provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Professional Services may be adversely affected by remedial or other actions performed pursuant to this SA; Accela bears no liability for and has no obligation to remedy such effects. Except as set forth herein, Accela provides all Professional Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will Accela's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to Accela by Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if Accela or its agents have been advised of the possibility of such damages.
- 5.3 Insurance Coverage Accela will maintain insurance coverage at its sole cost and expense and will provide certificates of insurance to Customer if so requested. The insurance will not be cancelled or terminated without thirty (30) calendar days' advance written notice to Customer.
- 5.4 Force Majeure If either party is delayed in its performance of any obligation under this SA due to causes or effects beyond its control, that party will give timely notice to the other party and will act in good faith to resume performance as soon as practicable.
- 5.5 Dispute Resolution This SA is governed by and construed in accordance with the laws of the Commonwealth of Kentucky.
- 5.6 Assignment Accela may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets. Accela may subcontract with qualified third parties to provide portions of the Professional Services described hereinabove.



- 5.7 Survival The following provisions will survive the termination or expiration of this SA: Section 3.3 and all subsections thereof, as to Customer's obligation to pay any fees accrued or due at the time of termination or expiration; Section 4 and all subsections thereof; and Section 5 and all subsections thereof with the exceptions of Subsections 5.1, 5.3, and 5.4.
- 5.8 Alternate Terms Disclaimed The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.
- 5.9 Severability and Amendment If any particular provision of this SA is determined to be invalid or unenforceable, that determination will not affect the other provisions of this SA, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this SA will be effective unless it is described in writing and signed by the Parties.

ACCELA

By: \_\_\_\_\_  
(Signature)

Jeffrey Teng  
(Print Name)

Its COO  
(Title)

Dated: 9/16/2015  
(Month, Day, Year)

CUSTOMER

By: \_\_\_\_\_  
(Signature)

JIM GRAY  
(Print Name)

Its Mayor  
(Title)

Dated: 9/30/15  
(Month, Day, Year)

**Exhibits Follow:**

**Statement of Work**

**Quote**

**Master Subscription Agreement**

**END OF DOCUMENT**