

**FIRST AMENDMENT
TO ACCELA MASTER SOFTWARE AS A SERVICE (SaaS) AGREEMENT,**

This First Amendment ("First Amendment") is made and entered into as of ~~June~~ ^{July 2} 2025 ("First Amendment Effective Date"), by and between **ACCELA, INC.** ("ACCELA") and Lexington-Fayette Urban County Government ("County"), and amends that Accela Master Software as a Service (SaaS) Agreement, dated June 6, 2024 ("Agreement") as executed by the parties.

WHEREAS, ACCELA and County wish to amend the Agreement, in accordance with the terms and conditions of this First Amendment; and

WHEREAS, the capitalized terms not otherwise defined herein will have the meanings ascribed to them in the Agreement; and

WHEREAS, ACCELA and County agree that, with the exception of any agreements that are presently active under the Agreement, which remain in full force, this First Amendment modifies the Agreement between the parties commencing as of the First Amendment Effective Date.

NOW THEREFORE, in consideration of the mutual covenants and undertakings contained herein, and subject to the terms and conditions set forth herein, the parties hereby agree as follows:

1. **Exhibit B, "Order Form" of the Agreement is hereby amended by deleting the existing Exhibit B "Order Form" and replacing it in full with the Order Form attached to this Amendment:**
2. **Termination for Convenience.** Notwithstanding anything to the contrary, County may terminate this First Amendment for convenience provided ACCELA is provided with 30 days' notice. In the event of termination of this First Amendment, ACCELA shall be paid all fees up to the date of termination. Notwithstanding anything to the contrary, prepaid fees are not subject to refund.
3. Except as so amended, all other provisions of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed, or caused their duly authorized representatives to execute, this First Amendment as of the First Amendment Effective Date.

Lexington-Fayette Urban County Government

Signature: Linda Gorton

Name: Linda Gorton

Date: Mayer

ACCELA, INC.

Signature: Michael E. Gigliello

Name: Michael E. Gigliello

Date: 6/27/25

Exhibit B



9110 Alcosta Blvd, Suite H #3030
San Ramon, CA, 94583

Proposed by: Rick Sabala
Contact Phone:
Contact Email: rsabala@accela.com
Quote ID: Q-36625
Valid Through: 7/30/2025
Currency: USD

Order Form

Address Information

Bill To:

Lexington-Fayette Urban County Govt.
200 E. Main Street
Lexington, Kentucky 40507
United States

Ship To:

Lexington-Fayette Urban County Govt.
200 E. Main Street
Lexington, Kentucky, 40507
United States

Billing Name: Kevin Wente
Billing Phone: 8592583436
Billing Email: kwente@lexingtonky.gov

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 1	06/30/2025	06/29/2026	12	\$2,100.00	165	\$346,500.00
> Accela Building - SaaS	Year 1	06/30/2025	06/29/2026	12	\$0.00	165	\$0.00
> Accela Planning - SaaS	Year 1	06/30/2025	06/29/2026	12	\$0.00	165	\$0.00
> Accela Environmental Health - SaaS	Year 1	06/30/2025	06/29/2026	12	\$0.00	165	\$0.00
Multi Solution User	Year 1	06/30/2025	06/29/2026	12	\$2,100.00	120	\$252,000.00
> Accela Infrastructure Management - SaaS	Year 1	06/30/2025	06/29/2026	12	\$0.00	120	\$0.00
Velosimo Accela Civic Platform – OpenCounter Connector (3rd Party Service)	Year 1	06/30/2025	06/29/2026	12	\$0.00	1	\$0.00
Enhanced Reporting Database (ERD) Building	Year 1	06/30/2025	06/29/2026	12	\$11,578.95	1	\$11,578.95
Enhanced Reporting Database (ERD) Water	Year 1	06/30/2025	06/29/2026	12	\$8,421.05	1	\$8,421.05
TOTAL:							\$618,500.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 2	06/30/2026	06/29/2027	12	\$2,205.00	165	\$363,825.00
> Accela Building - SaaS	Year 2	06/30/2026	06/29/2027	12	\$0.00	165	\$0.00
> Accela Planning - SaaS	Year 2	06/30/2026	06/29/2027	12	\$0.00	165	\$0.00
> Accela Environmental Health - SaaS	Year 2	06/30/2026	06/29/2027	12	\$0.00	165	\$0.00
Multi Solution User	Year 2	06/30/2026	06/29/2027	12	\$2,205.00	120	\$264,600.00

> Accela Infrastructure Management - SaaS	Year 2	06/30/2026	06/29/2027	12	\$0.00	120	\$0.00
Enhanced Reporting Database (ERD) Building	Year 2	06/30/2026	06/29/2027	12	\$12,157.90	1	\$12,157.90
Enhanced Reporting Database (ERD) Water	Year 2	06/30/2026	06/29/2027	12	\$8,842.10	1	\$8,842.10
TOTAL:							\$649,425.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 3	06/30/2027	06/29/2028	12	\$2,315.25	165	\$382,016.25
> Accela Building - SaaS	Year 3	06/30/2027	06/29/2028	12	\$0.00	165	\$0.00
> Accela Planning - SaaS	Year 3	06/30/2027	06/29/2028	12	\$0.00	165	\$0.00
> Accela Environmental Health - SaaS	Year 3	06/30/2027	06/29/2028	12	\$0.00	165	\$0.00
Multi Solution User	Year 3	06/30/2027	06/29/2028	12	\$2,315.25	120	\$277,830.00
> Accela Infrastructure Management - SaaS	Year 3	06/30/2027	06/29/2028	12	\$0.00	120	\$0.00
Enhanced Reporting Database (ERD) Building	Year 3	06/30/2027	06/29/2028	12	\$12,765.79	1	\$12,765.79
Enhanced Reporting Database (ERD) Water	Year 3	06/30/2027	06/29/2028	12	\$9,284.21	1	\$9,284.21
TOTAL:							\$681,896.25

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 4	06/30/2028	06/29/2029	12	\$2,431.01	165	\$401,117.06
> Accela Building - SaaS	Year 4	06/30/2028	06/29/2029	12	\$0.00	165	\$0.00
> Accela Planning - SaaS	Year 4	06/30/2028	06/29/2029	12	\$0.00	165	\$0.00
> Accela Environmental Health - SaaS	Year 4	06/30/2028	06/29/2029	12	\$0.00	165	\$0.00
Multi Solution User	Year 4	06/30/2028	06/29/2029	12	\$2,431.01	120	\$291,721.50
> Accela Infrastructure Management - SaaS	Year 4	06/30/2028	06/29/2029	12	\$0.00	120	\$0.00
Enhanced Reporting Database (ERD) Building	Year 4	06/30/2028	06/29/2029	12	\$13,404.08	1	\$13,404.08
Enhanced Reporting Database (ERD) Water	Year 4	06/30/2028	06/29/2029	12	\$9,748.42	1	\$9,748.42
TOTAL:							\$715,991.06

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 5	06/30/2029	06/29/2030	12	\$2,552.56	165	\$421,172.92
> Accela Building - SaaS	Year 5	06/30/2029	06/29/2030	12	\$0.00	165	\$0.00
> Accela Planning - SaaS	Year 5	06/30/2029	06/29/2030	12	\$0.00	165	\$0.00

> Accela Environmental Health - SaaS	Year 5	06/30/2029	06/29/2030	12	\$0.00	165	\$0.00
Multi Solution User	Year 5	06/30/2029	06/29/2030	12	\$2,552.56	120	\$306,307.58
> Accela Infrastructure Management - SaaS	Year 5	06/30/2029	06/29/2030	12	\$0.00	120	\$0.00
Enhanced Reporting Database (ERD) Building	Year 5	06/30/2029	06/29/2030	12	\$14,074.29	1	\$14,074.29
Enhanced Reporting Database (ERD) Water	Year 5	06/30/2029	06/29/2030	12	\$10,235.84	1	\$10,235.84
TOTAL:							\$751,790.63

Pricing Summary

Period	Net Total
Year 1	\$618,500.00
Year 2	\$649,425.00
Year 3	\$681,896.25
Year 4	\$715,991.06
Year 5	\$751,790.63
Total	\$3,417,602.94

Additional Terms:

1. No additional or conflicting terms or conditions stated in Customer's order documentation, including, without limitation, purchase orders, will be incorporated into or form any part of this Order Form or the governing agreement, and all such terms or conditions will be null and void.
2. This Order Form, including any OnPrem Licenses, Maintenance and Support, Subscription Services, Enhanced Reporting Database and Managed Application Services will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired, do not apply, or have otherwise been terminated, the following terms at [AccelaTerms](#) will govern as applicable, based on the Customer's purchase.
3. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.
4. If Customer has a prior agreement with Accela, and this purchase is co-terming with that prior agreement, if the start date on this Order Form is before the actual delivery date of the purchase, Accela may pro-rate this purchase so that it can co-term with the prior agreement.
5. If this Order Form is executed or returned to Accela by Customer after the Order State Date above, Accela may adjust the Order Start Date and Order End Date without increasing the total price based on the date Accela activates the products and provided that the total term length does not change.
6. Pricing is based upon payment by ACH and check. Payment by credit card (including Purchase Cards) for product and services in this Order Form will be subject to a service charge of 3%. There is no service charge for ACH or check payment.
7. Customer may purchase additional licenses at the same price and for the same term as the licenses in this Order Form. Additional licenses purchased in this way will have the same annual price applicable for the purchase period and will have the same uplift and term dates as Customer's existing licenses.
8. Use of Velosimo products is subject to the applicable terms and conditions provided at [Velosimo](#).
9. The necessary access URL and credentials will be provided to allow the Customer and its Authorized Users access

to the subscription service.

10. If Customer has Enhanced Reporting Database, pricing will be based on a percentage of SaaS Annual Contract Value. As SaaS Annual Contract Value increases/decreases based on seat count changes or annual uplift ERD pricing will be adjusted accordingly at contract renewal.

Signatures

Accela, Inc.

Customer

Signature:



Signature:



Print Name:

Michael E. Gigliello

Print Name:

Linda Gorton

Title:

Controller

Title:

Mayer

Date:

6/27/25

Date:

7/2/2025

Statement of Work

Lexington-Fayette County, KY Asset Management SaaS Migration Services

5/19/2025

Version 1.0

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

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DOCUMENT CONTROL

Date	Author	Version	Change Reference
5/19/2025	E. Strang	1.0	SOW Creation

INTRODUCTION

OVERVIEW

This Statement of Work ("SOW") dated as of the last date of signature below sets forth the scope and definition of the project-based professional services (collectively, the "Professional Services") to be provided by Accela, Inc., its affiliates and/or agents ("Accela") for Lexington-Fayette County, KY ("Agency" or "Customer").

This SOW is issued pursuant to and governed by the terms and conditions of the Accela Consulting Services Policy found at www.accela.com/terms.

In the event of a conflict between the SOW and the Agreement, the terms of the SOW shall prevail as to pricing, delivery dates, and description of the applicable Professional Services but will not prevail over, modify, or terminate any surviving provision of the Agreement. This SOW is effective as of the date that the SOW was last signed by the Customer and Accela ("SOW Effective Date").

Notwithstanding anything to the contrary, Accela is not assigning or licensing any intellectual property to the Customer under this SOW.

SCOPE OF SERVICES

This document captures the configurations Customer will receive and provides visibility into how Accela will perform the implementation/migration/configuration of your solution according to the below terms.

Accela will provide services to the Agency for migrating the Accela on-premise Civic Platform instance to the Accela Cloud based on the materials provided by the Agency in the SaaS Migration Questionnaire.

- Import/upgrade of MS SQL DBs (up to 3 environments: Development, Test, Production)
- Assistance migrating 6 specific interfaces:
 - GIS with XAPO
 - EDMS (OnBase)
 - Condition Assessments
 - State of KY WO/CA
 - Salesforce
- Migration of up to 125 SSRS reports
- Assist in integrating Azure SSO
- Up to 40 hour of issue resolution and testing assistance during UAT
- Go live planning and cutover assistance

Products

The following Accela products are in scope for this Project:

- *Accela Automation*
- *Accela Citizen Access*
- *Accela GIS*
- *Accela Mobile*

WORK DESCRIPTION

Accela will perform a migration of the customer's on-premise Accela environments using MS SQL (up to 3 environments: Support, Test, Production) to the Accela SaaS platform.

Steps:

1. Customer provides an updated backup of the MS SQL databases for the environments to be migrated
2. Perform the database migration (Accela, Jetspeed, AGIS, AMO, and ADS databases as required)
 - a. Copy database to Accela site
 - b. Execute preparation and remediation scripts; drop any custom objects
 - c. Import data from the MS SQL DB into Accela SaaS SQL instance
3. Execute validation scripts to confirm the schema
4. Provision tenant instance in Accela SaaS
5. Update environment specific data in the databases
6. Load ADS documents
7. Start Accela services and validate the system is functional i.e. login, search, create records, etc.
8. Execute automated test tool to ensure proper system functionality
9. Customer performs migration validation
10. Remediate any data issues that found from the migration
11. Provide the customer with a backup of the revised SQL DB
12. Upgrade EMSE master scripts to the current version
13. Migrate and Test integrations
 - Repoint service endpoints to new URLs
 - Adjust firewall rules and network topologies as necessary
 - Update interface EMSE scripting dependences for Azure compatibility
 - Unit test and ensure base functionality
14. Migrate and update SSRS reports (maximum of 150)
 - Import reports into the Accela SaaS environment
 - Update reports to remove dependencies on custom objects (stored procedures, functions)
 - Facilitate customer testing and remediate any issues found resulting from migration
15. Validate Ad Hoc reports
 - Remove dependencies on custom views where possible
 - Convert to SSRS as needed
16. Develop go live plan
17. Final go-live/roll back decision
18. Execute go live plan
19. Provide 2 weeks of post go live support from the project team

OUT OF SCOPE

Any Coding, conversion or additional services not specifically described in this document is the responsibility of Agency.

PROJECT ASSUMPTIONS

GENERAL PROJECT ASSUMPTIONS

- Agency will provide the necessary data, files, and other specified inputs to perform the work described in this agreement. These items will be uploaded to secure Azure storage by the Agency. Failure to provide these items in a timely fashion will result in a project delay. Such a delay will result in a Change Order.
- Agency will ensure that Accela resources have access to a Dev or Test version of the 3rd party systems for interface development. All interfaces will be developed against 1 (one), agreed upon version of the 3rd party system.
- Agency will provide source code for relevant interfaces in scope. If source code is unavailable, then the project may be delayed or additional cost may result from the re-development of a new interface.

Integration Assumptions

- Hosting of interfaces remains the responsibility of the agency unless specifically included in the Accela SaaS license agreement.
- The agency will purchase the Enhanced Reporting Database (ERD) as part of their SaaS license. If the agency does not purchase ERD, then additional scope may be required to migrate interfaces.

PROJECT TIMELINE

The project is estimated to take 7 months. The projected start date for the Project is forty-five (45) calendar days after mutual acceptance and signature of this SOW.

PROJECT COMPLETION

Upon completion of the work defined above, this contract will be closed.

PROJECTS PUT ON HOLD

It is understood that sometimes Agency priorities are revised requiring the Agency to place the Accela implementation on hold. The Agency must send a formal written request to Accela to put the project on hold. Delays of two (2) weeks or more that have a tangible impact to Accela's resource plan are subject to Change Order.

If an Agency-based delay puts the project on hold for more than 90 days, Accela reserves the right to terminate the SOW and negotiate new terms. If an Agency-based delay puts the project on hold past the termination period, Accela reserves the right to terminate the SOW at the time of the delay. After that time, Accela can choose to cancel the rest of the SOW. To finish the project will require a new SOW at new pricing at the standard rates.

PAYMENT TERMS

PAYMENT SCHEDULE

The cost of services for the Asset Management OPU is \$250,000. Accela is applying the \$160,000 reducing the payment amount of this to, \$90,000.

- 50% due at contract signing \$45,000.

- 50% invoiced at completion \$45,000.

EXPENSES

There is no provision for travel expenses or travel time in this SOW because Agency does not need any onsite resources. Travel to the Agency will not be conducted unless a Change Order, inclusive of travel expense terms and conditions, is signed prior to travel commencing to cover the cost of the travel.

CONTRACT SUM

The total estimated amount payable under this SOW, as calculated from the above-mentioned fees, is \$90,000. This estimated price is based on the information available at time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW.

ADMINISTRATION

CHANGE ODERS

In order to make a change to the scope of the Professional Services in this SOW, and subject to the Disclaimers below, Agency must submit a written request to Accela specifying the proposed changes in detail. Accela will submit to Agency an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the Change Order, based on the standard rate for Accela resources of \$250 per hour. Accela will continue performing the Professional Services in accordance with the SOW until the parties agree in writing on the change in scope of work, scheduling, and fees. If Accela's effort changes, such as changes to the baseline schedule, roles, responsibilities, assumptions, or scope, or if additional support hours are required, a Change Order will be created that details these changes and impact to project and cost (if any). Any Change Order must be agreed to by Accela and Agency prior to commencing any activities defined in the Change Order.

EXPIRATION

The scope and terms of this SOW must be executed by 6/30/2025. If the SOW is not executed within that timeframe, the current scope and terms can be renegotiated.

DISCLAIMERS

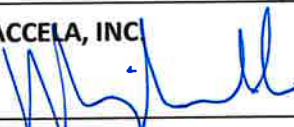
Accela makes no warranties in respect of its Professional Services described in this SOW except as set out in the Agreement. Any configuration of or modification to the Product that can be consistently supported by Accela via APIs, does not require direct database changes and is capable of being tested and maintained by Accela will be considered a "Supported Modification". Accela's obligations and warranties in respect of its Professional Services, Products, and maintenance and support, as set out the agreement between Accela and Agency, does not extend outside the Supported Modifications or to any Agency manipulation of implemented scripts, reports, integrations and adaptors.

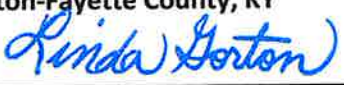
In the event Agency requires significant work beyond the scope of the included configuration and onboarding services, Accela may request that Agency separately engages Accela's Professional Services organization to complete the out-of-scope services. In such instance, a separate proposal and statement of work for the additional services will be drawn up and agreed between the parties.

organization to complete the out-of-scope services. In such instance, a separate proposal and statement of work for the additional services will be drawn up and agreed between the parties.

SIGNATURES

This SOW is agreed to by the parties and made effective upon the date of last signature. If undated by Agency, the effective date will be as of the Accela signature hereto.

ACCELA, INC.

Authorized Signature
Michael E. Gigliello
Name – Type or Print
Controller
Title
6/27/25
Date

Lexington-Fayette County, KY

Authorized Signature
Linda Gorton
Name – Type or Print
Mayer
Title
7/2/2025
Date

Q-361910 - USD 19,110.00



Quotation

Address:
Magnet Forensics, LLC
931 Monroe Drive NE
Suite A102-340
Atlanta, Georgia 30308
United States

Phone: 519-342-0195

Quote #: Q-361910-1
Issue Date: 10 Apr, 2025
Expires On: 16 Sep, 2024

Bill To
Chris Sizemore
Lexington Police Department (KY)
150 East Main Street
Lexington, Kentucky 40507
United States
(859)258-3541
csizemore@lexingtonpolice.ky.gov

Ship To
Chris Sizemore
Lexington Police Department (KY)
150 East Main Street
Lexington, Kentucky 40507
United States
(859)258-3541
csizemore@lexingtonpolice.ky.gov

End User
Chris Sizemore
Lexington Police Department (KY)
150 East Main Street
Lexington Kentucky 40507
United States
(859)258-3541
csizemore@lexingtonpolice.ky.gov

PREPARED BY	PHONE	EMAIL	PAYMENT TERM
Zach Witt		zach.witt@magnetforensics.com	Net 30

ITEM #	PRODUCT NAME	SMS DATES	UNIT SELLING PRICE	QTY	EXTENDED PRICE
6DVR04	DVR Examiner	1 Sep, 2025 to 31 Aug, 2026	USD 5,250.00	1	USD 5,250.00
6AX110	Magnet AXIOM Essentials	1 Sep, 2025 to 31 Aug, 2026	USD 4,620.00	1	USD 4,620.00
6AX110	Magnet AXIOM Essentials	1 Sep, 2025 to 31 Aug, 2026	USD 4,620.00	1	USD 4,620.00
6AX110	Magnet AXIOM Essentials	1 Sep, 2025 to 31 Aug, 2026	USD 4,620.00	1	USD 4,620.00

Sub-Total USD 19,110.00
Taxes USD 0.00
Grand Total USD 19,110.00

Prices subject to change upon quote expiry. Accurate sales tax will be calculated at the time of invoicing when applicable. If your company is tax exempt, please provide appropriate support with your signed quote. Hardware may be subject to additional fees related to delivery, import and export.

Terms & Conditions

Unless you have an existing written agreement with Magnet Forensics for the products and/or services listed in this quotation, by: (a) signing below, (b) submitting an Order to Magnet Forensics referencing this quotation, or (c) making payment for the products and/or related services listed in this quotation, you agree to the terms and conditions at <http://magnetforensics.com/legal/> applicable to such products and/or services listed in this quotation to the exclusion of any differing or additional terms which may be found on your purchase order or similar document. By signing, you certify that you have the authority to bind your organization.

Q-361910 - USD 19,110.00

Magnet Forensics may adjust the software term start and/or end date, without increasing the total software license price, based on the date Magnet Forensics activates the software and provided that the total software license term length does not change.

Signature:

Linda Gorton

Date:

1/2/25

Name (Print):

Linda Gorton

Title:

Mayor

Please sign and email to Zach Witt at zach.witt@magnetforensics.com