



# LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, KY

## Renewal Order Form

June 14, 2019  
(Revised July 2, 2019)

Kristine Nelson  
Sr. Accounting Analyst  
716-650-2110  
knelson@accela.com



Software and Services

Annual Maintenance

Item Number	Description	Quantity	Ext. Price
MR100ACASTA0601	Accela Citizen Access Department Site License Annual Maintenance and Support	1	\$ 19,985.45
MR100DEPAAM0601	Accela Asset Management Department Site License Annual Maintenance and Support	1	\$ 17,218.24
MR100ENTALM0601	Accela Land Management Site License Annual Maintenance and Support	1	\$ 115,927.39
MR10AENTGIS0601	Accela GIS Site License Annual Maintenance and Support	1	\$ 34,778.19
MR100AMOSTE0601	Accela Mobile Office Site License Annual Maintenance and Support	1	\$ 51,008.03
HR100AMOSTE0601	Accela Mobile Office Site License Managed Service Fees Renewal	1	\$ 27,952.40
HR10AACAA0000601	Accela Citizen Access Annual Managed Service Fees Renewal	1	\$ 13,081.89
HR10AALMSTE0601	Accela Land Management Site License Managed Service Fees Renewal	1	\$ 63,528.23
HR10AGISSTE0601	Accela GIS Site License Managed Service Fees Renewal	1	\$ 19,058.45
<b>Term: 7/1/19 - 6/30/20</b>			<b>\$ 362,538.27</b>
MR100ACASTA0601	Accela Citizen Access Department Site License Annual Maintenance and Support	1	\$ 20,585.01
MR100DEPAAM0601	Accela Asset Management Department Site License Annual Maintenance and Support	1	\$ 17,734.79
MR100ENTALM0601	Accela Land Management Site License Annual Maintenance and Support	1	\$ 119,405.21
MR10AENTGIS0601	Accela GIS Site License Annual Maintenance and Support	1	\$ 35,821.53
MR100AMOSTE0601	Accela Mobile Office Site License Annual Maintenance and Support	1	\$ 52,538.27
HR100AMOSTE0601	Accela Mobile Office Site License Managed Service Fees Renewal	1	\$ 28,790.97
HR10AACAA0000601	Accela Citizen Access Annual Managed Service Fees Renewal	1	\$ 13,474.34
HR10AALMSTE0601	Accela Land Management Site License Managed Service Fees Renewal	1	\$ 65,434.07
HR10AGISSTE0601	Accela GIS Site License Managed Service Fees Renewal	1	\$ 19,630.20
<b>Term: 7/1/20 - 6/30/21</b>			<b>\$ 373,414.39</b>
MR100ACASTA0601	Accela Citizen Access Department Site License Annual Maintenance and Support	1	\$ 21,202.56
MR100DEPAAM0601	Accela Asset Management Department Site License Annual Maintenance and Support	1	\$ 18,266.83
MR100ENTALM0601	Accela Land Management Site License Annual Maintenance and Support	1	\$ 122,987.36
MR10AENTGIS0601	Accela GIS Site License Annual Maintenance and Support	1	\$ 36,896.18
MR100AMOSTE0601	Accela Mobile Office Site License Annual Maintenance and Support	1	\$ 54,114.42
HR100AMOSTE0601	Accela Mobile Office Site License Managed Service Fees Renewal	1	\$ 29,654.70
HR10AACAA0000601	Accela Citizen Access Annual Managed Service Fees Renewal	1	\$ 13,878.57
HR10AALMSTE0601	Accela Land Management Site License Managed Service Fees Renewal	1	\$ 67,397.10
HR10AGISSTE0601	Accela GIS Site License Managed Service Fees Renewal	1	\$ 20,219.11
<b>Term: 7/1/21 - 6/30/22</b>			<b>\$ 384,616.83</b>
MR100ACASTA0601	Accela Citizen Access Department Site License Annual Maintenance and Support	1	\$ 21,838.64
MR100DEPAAM0601	Accela Asset Management Department Site License Annual Maintenance and Support	1	\$ 18,814.84
MR100ENTALM0601	Accela Land Management Site License Annual Maintenance and Support	1	\$ 126,676.98
MR10AENTGIS0601	Accela GIS Site License Annual Maintenance and Support	1	\$ 38,003.06
MR100AMOSTE0601	Accela Mobile Office Site License Annual Maintenance and Support	1	\$ 55,737.85
HR100AMOSTE0601	Accela Mobile Office Site License Managed Service Fees Renewal	1	\$ 30,544.34
HR10AACAA0000601	Accela Citizen Access Annual Managed Service Fees Renewal	1	\$ 14,294.93
HR10AALMSTE0601	Accela Land Management Site License Managed Service Fees Renewal	1	\$ 69,419.01
HR10AGISSTE0601	Accela GIS Site License Managed Service Fees Renewal	1	\$ 20,825.68
<b>Term: 7/1/22 - 6/30/23</b>			<b>\$ 386,155.33</b>
MR100ACASTA0601	Accela Citizen Access Department Site License Annual Maintenance and Support	1	\$ 22,493.80
MR100DEPAAM0601	Accela Asset Management Department Site License Annual Maintenance and Support	1	\$ 19,379.28
MR100ENTALM0601	Accela Land Management Site License Annual Maintenance and Support	1	\$ 130,477.29
MR10AENTGIS0601	Accela GIS Site License Annual Maintenance and Support	1	\$ 39,143.16
MR100AMOSTE0601	Accela Mobile Office Site License Annual Maintenance and Support	1	\$ 57,409.99
HR100AMOSTE0601	Accela Mobile Office Site License Managed Service Fees Renewal	1	\$ 31,460.67
HR10AACAA0000601	Accela Citizen Access Annual Managed Service Fees Renewal	1	\$ 14,723.78
HR10AALMSTE0601	Accela Land Management Site License Managed Service Fees Renewal	1	\$ 71,501.58
HR10AGISSTE0601	Accela GIS Site License Managed Service Fees Renewal	1	\$ 21,450.45
<b>Term: 7/1/23 - 6/30/24</b>			<b>\$ 408,040.00</b>
			<b>Subtotal: \$ 1,924,764.82</b>
			<b>Tax: \$ -</b>
			<b>5 Yr Total \$ 1,924,764.82</b>

Above includes termination of Customer's Asset Management Dept Site License Managed Fees

Order Detail	
General Information	
Customer Contact	Kevin Wentz
Customer Address	101 East Vine Street, 4 <sup>th</sup> Floor, Lexington, KY 40507
Governing Agreement(s)	<b>This Order Form shall be governed by the terms and conditions of the Master Software as a Service (SaaS) Agreement between the parties hereto effective June 20, 2019.</b>
Term(s):	<b>Five years: 7/1/19 - 6/30/24</b>
Order Terms	
Order Start Date	Unless otherwise specified in the Special Order Terms: <ul style="list-style-type: none"> <li>- Software Licenses &amp; Subscriptions start on the date of delivery by Accela;</li> <li>- Hosting and Support start on Accela's delivery of the software hosted and/or supported;</li> </ul>
Order Duration	Unless otherwise specified in the Special Order Terms: <ul style="list-style-type: none"> <li>- 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.</li> <li>- Any Software Licenses or Hardware are one-time, non-refundable purchases.</li> <li>- 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).</li> <li>- Professional Services continue for the duration as outlined in the applicable Statement of Work, Exhibit or the Governing Agreement, as applicable.</li> </ul>
Special Order Terms	<ul style="list-style-type: none"> <li>- 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 Page 2 of this Order Form. <b>For the avoidance of doubt, this Order Form has no effect on the terms and conditions of the Order Form between the parties hereto effective June 20, 2019, which Order Form concerns certain of Accela's 'Right of Way Management' products.</b></li> <li>- 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.</li> <li>- 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.</li> </ul>
Payment Terms	
Currency	USD
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total \$ above will be issued per the governing terms.
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 <b>net 30 days</b> .
Special Payment Terms	None unless otherwise specified in this section.



Accounts Payable Contact Information (Required)			
First Name	Cathryn	Last Name	Reed
Title	Administrative Specialist, Sr.		
Phone Number	859-258-3730		
Email Address:	ITaccounts payable@lexingtonky.gov		
Billing Address	LFUCG-Computer Services, 200 E Main St., Lexington, KY 40507		
Delivery Address			
Method of Invoicing	All Invoices will be sent electronically to the Email Address provided above unless otherwise specified in Special Invoicing Needs.		
Special Invoicing Need			
Signature Section (Required)			
Vendor	Accela, Inc.	Customer	Lexington-Fayette Urban County Government, KY
Signed By	<i>Brian Leahy</i>	Signed By	<i>Linda Gorton</i>
Date	7/27/19	Date	9-3-19
Title of Authorized Signatory	VP, Revenue Operations	Title of Authorized Signatory	Mayor
Name (Print) of Authorized Signatory	Brian Leahy	Name (Print) of Authorized Signatory	Linda Gorton
Additional Signatures Section (Optional)			
Customer		Customer	
Signed By		Signed By	
Date		Date	
Title of Authorized Signatory		Title of Authorized Signatory	
Name (Print) of Authorized Signatory		Name (Print) of Authorized Signatory	
Purchase Order Reference (Optional)			
<p><u>If Customer requires PO number on invoices, it must be provided to the right and Customer must provide Accela 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.</u></p>			PO# (If required):

**LFUCG Non-Appropriation Clause**

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.