

**AMENDMENT**

- |    |                |  |   |
|----|----------------|--|---|
| 1. | <u>Parties</u> | <p>ACCELA<br/>                 Accela, Inc.<br/>                 2633 Camino Ramon, Suite 500<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 - LFUCG<br/>                 Lexington-Fayette Urban County Government, Kentucky<br/>                 101 East Vine Street, 4<sup>th</sup> Floor<br/>                 Lexington, Kentucky 40507<br/>                 Attention: Kevin Went<br/>                 T: 859.258.3436<br/>                 F: N/A<br/>                 e-Mail: kwente@lexingtonky.gov</p> |
|----|----------------|--|---|

2. Effective Date Provided that LFUCG signs and returns this Amendment to Accela **no later than June 5, 2015**, this Amendment is effective as of the date of LFUCG’s signature (“Effective Date”).
3. Deliverables and Compensation The Statement of Work attached as Exhibit A to the Amendment dated May 9, 2014 between LFUCG and Accela, Contract No. R-210-2014, is deleted and replaced in its entirety with the Statement of Work, attached hereto as Exhibit A. The total amount payable under the Services Agreement is revised to \$1,348,632.20.

Deliverables	Fees
Professional Services and Expenses	\$1,348,632.20 <sup>1</sup>
<b>Total of Professional Services Fees</b>	<b>\$1,348, 632.20</b>

1 In exchange for the Professional Services, LFUCG will pay to Accela the amounts indicated in Exhibit A, Statement of Work, according to the billing events schedule described therein. The pricing set forth herein reflects information generally known to Accela, supplied to Accela by LFUCG, and based on Accela’s interpretation of the work to be performed. In addition to such amounts, LFUCG will reimburse Accela for airfare, travel time, lodging, rental transportation, meals, and other miscellaneous expenses at current rates.

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 LFUCG.
- 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.

Signature Page Follows

**ACCELA**

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

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

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

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

**LFUCG**

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

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

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Exhibit Follows.**

**END OF DOCUMENT**

**EXHIBIT A**

Statement of Work (SOW) document follows this page.

**END OF DOCUMENT**