



2633 Camino Ramon, Suite 500  
San Ramon, CA, 94583

Proposed by: Audrey Zuro  
Contact Phone: 925-788-4456  
Contact Email: azuro@accela.com  
Quote ID: Q-29896  
Valid Through: 6/1/2023  
Currency: USD

## Order Form

### Address Information

#### Bill To:

City of Fresno  
2600 Fresno Street  
Fresno, California 93721  
United States

#### Ship To:

City of Fresno  
2600 Fresno Street  
Fresno, California 93721  
United States

Billing Name: Cherie Vick  
Billing Phone: 559-621-8036  
Billing Email: cherie.vick@fresno.gov

#### Services

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 1	6/1/2023	5/31/2024	12	\$1,450.00	370	\$536,500.00
> Accela Building - SaaS	Year 1	6/1/2023	5/31/2024	12	\$0.00	370	\$0.00
> Accela Planning - SaaS	Year 1	6/1/2023	5/31/2024	12	\$0.00	370	\$0.00
Accela Cannabis Licensing - SaaS	Year 1	6/1/2023	5/31/2024	12	\$1,450.00	15	\$21,750.00
Enhanced Reporting Database (ERD)	Year 1	6/1/2023	5/31/2024	12	\$61,408.00	1	\$61,408.00
OpenCities OpenForms (3rd Party Service)	Year 1	6/1/2023	5/31/2024	12	\$11,500.00	1	\$11,500.00
OpenCities Department Website (3rd Party Service)	Year 1	6/1/2023	5/31/2024	12	\$17,000.00	1	\$17,000.00
- Interface OpenCities - Accela Connector	Year 1	6/1/2023	5/31/2024	12	\$2,500.00	1	\$2,500.00
Services TOTAL:							\$650,658.00

#### Training Unit

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Training Unit - Training		6/1/2023			\$0.00	40	\$0.00
Training Unit TOTAL:							\$0.00

Managed Application Services

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Managed Application Services	Year 1	1/1/2024	12/31/2024	12	\$275,000.00	1	\$275,000.00
<b>Managed Application Services TOTAL:</b>							\$275,000.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 2	6/1/2024	5/31/2025	12	\$2,180.00	370	\$806,600.00
> Accela Building - SaaS	Year 2	6/1/2024	5/31/2025	12	\$0.00	370	\$0.00
> Accela Planning - SaaS	Year 2	6/1/2024	5/31/2025	12	\$0.00	370	\$0.00
Accela Cannabis Licensing - SaaS	Year 2	6/1/2024	5/31/2025	12	\$2,180.00	15	\$32,700.00
Enhanced Reporting Database (ERD)	Year 2	6/1/2024	5/31/2025	12	\$92,323.00	1	\$92,323.00
OpenCities OpenForms (3rd Party Service)	Year 2	6/1/2024	5/31/2025	12	\$12,190.00	1	\$12,190.00
OpenCities Department Website (3rd Party Service)	Year 2	6/1/2024	5/31/2025	12	\$18,020.00	1	\$18,020.00
- Interface OpenCities - Accela Connector	Year 2	6/1/2024	5/31/2025	12	\$2,650.00	1	\$2,650.00
<b>Services TOTAL:</b>							\$964,483.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 3	6/1/2025	5/31/2026	12	\$2,310.80	370	\$854,996.00
> Accela Building - SaaS	Year 3	6/1/2025	5/31/2026	12	\$0.00	370	\$0.00
> Accela Planning - SaaS	Year 3	6/1/2025	5/31/2026	12	\$0.00	370	\$0.00
Accela Cannabis Licensing - SaaS	Year 3	6/1/2025	5/31/2026	12	\$2,310.80	15	\$34,662.00
Enhanced Reporting Database (ERD)	Year 3	6/1/2025	5/31/2026	12	\$97,862.38	1	\$97,862.38
OpenCities OpenForms (3rd Party Service)	Year 3	6/1/2025	5/31/2026	12	\$12,921.40	1	\$12,921.40
OpenCities Department Website (3rd Party Service)	Year 3	6/1/2025	5/31/2026	12	\$19,101.20	1	\$19,101.20
- Interface OpenCities - Accela Connector	Year 3	6/1/2025	5/31/2026	12	\$2,809.00	1	\$2,809.00
<b>Services TOTAL:</b>							\$1,022,351.98

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 4	6/1/2026	5/31/2027	12	\$2,449.45	370	\$906,295.76
> Accela Building - SaaS	Year 4	6/1/2026	5/31/2027	12	\$0.00	370	\$0.00
> Accela Planning - SaaS	Year 4	6/1/2026	5/31/2027	12	\$0.00	370	\$0.00
Accela Cannabis Licensing - SaaS	Year 4	6/1/2026	5/31/2027	12	\$2,449.45	15	\$36,741.72
Enhanced Reporting Database (ERD)	Year 4	6/1/2026	5/31/2027	12	\$103,734.12	1	\$103,734.12
OpenCities OpenForms (3rd Party Service)	Year 4	6/1/2026	5/31/2027	12	\$13,696.68	1	\$13,696.68
OpenCities Department Website (3rd Party Service)	Year 4	6/1/2026	5/31/2027	12	\$20,247.27	1	\$20,247.27
- Interface OpenCities - Accela Connector	Year 4	6/1/2026	5/31/2027	12	\$2,977.54	1	\$2,977.54
<b>Services TOTAL:</b>							<b>\$1,083,693.09</b>

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 5	6/1/2027	5/31/2028	12	\$2,596.41	370	\$960,673.51
> Accela Building - SaaS	Year 5	6/1/2027	5/31/2028	12	\$0.00	370	\$0.00
> Accela Planning - SaaS	Year 5	6/1/2027	5/31/2028	12	\$0.00	370	\$0.00
Accela Cannabis Licensing - SaaS	Year 5	6/1/2027	5/31/2028	12	\$2,596.41	15	\$38,946.22
Enhanced Reporting Database (ERD)	Year 5	6/1/2027	5/31/2028	12	\$109,958.17	1	\$109,958.17
OpenCities OpenForms (3rd Party Service)	Year 5	6/1/2027	5/31/2028	12	\$14,518.49	1	\$14,518.49
OpenCities Department Website (3rd Party Service)	Year 5	6/1/2027	5/31/2028	12	\$21,462.11	1	\$21,462.11
- Interface OpenCities - Accela Connector	Year 5	6/1/2027	5/31/2028	12	\$3,156.19	1	\$3,156.19
<b>Services TOTAL:</b>							<b>\$1,148,714.69</b>

**Pricing Summary**

Period	Net Total
Year 1	\$ 925,658.00
Year 2	\$ 964,483.00
Year 3	\$ 1,022,351.98
Year 4	\$ 1,083,693.09
Year 5	\$ 1,148,714.69
<b>Total</b>	<b>\$ 5,144,900.76</b>

**Additional Terms:**

1. No additional or conflicting terms or conditions stated in Customer's order documentation, including 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.

2. This Order Form will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired or have otherwise been terminated, the following terms at <https://www.accela.com/terms/> will govern as applicable, based on the Customer's purchase.

3. Use of OpenCities products is subject to the applicable terms and conditions provided at <https://granicus.com/legal/licensing>

4. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.

5. Training Period: 40 training credits for use within twenty-four (24) months of execution of the order form.

6. Free Accelerate Passes: 3 Passes (Year 1), 2 Passes (Year 2), and 2 Passes (Year 3)

7. 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.

8. Notwithstanding anything to the contrary, the MAS is governed by the Managed Application Services Policy at [www.accela.com/terms/](http://www.accela.com/terms/).

9. If this Order Form is executed and/or returned to Accela by City of Fresno after the Order Start 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.

10. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT WILL ACCELA'S AGGREGATE LIABILITY TO ENTER CUSTOMER NAME OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY ENTER CUSTOMER NAME IN THE TWELVE (12) MONTH PERIOD PRECEDING THE INCIDENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

11. Enhanced Reporting Database pricing is 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.

## Enhanced Reporting Database Policy

This Accela Enhanced Reporting Database policy is an agreement between you (“You” or “Your”) and Accela, Inc. (“Accela”). The Accela Enhanced Reporting Database (“Reporting Database”) license subscription gives You direct access to a database that is a replicated copy of the Accela Automation Tenant Transaction Database (“Transaction Database”). In addition to the terms and conditions of the applicable Master Agreement, Your use of the Reporting Database is governed by the terms and conditions as set forth below. Accela reserves the right to revoke Your license should You fail to comply with these rules.

1. Reporting Database is SQL Server-based and will contain exact copy of data from the Transaction Database.
2. Accela will use commercially reasonable efforts to provide a near real-time sync between the Reporting Database and the Transaction database instances. Accela estimates the databases will be synced within seconds, however, in some circumstances this may take several minutes.
3. The Reporting database may only be accessed by authentication credentials provided to You by Accela from an IP address that is on your allow list. If You attempt to Access the Reporting Database from an IP addresses not on your allow list, your access will be denied. IP addresses can be added to or removed from your allow list by contacting Accela support.
4. The Reporting Database is read only and does not support updates, data synchronization or mirroring capabilities.
5. The Reporting Database is only supported in Accela’s SaaS solution hosted in Accela’s Azure environment.
6. Reporting database will be supported per Accela’s standard SaaS Service Level Agreement (“SLA”). Accela is not responsible for maintenance, availability or uptime of any external services or databases that reside outside of Accela’s SaaS environment even if they are interfacing with the Reporting Database.
7. You agree to work in good faith with Accela to mitigate any performance issues that might arise from overuse or abuse of the Reporting Database.
8. Accela reserves the right to interrupt any session that is running against the Reporting Database if, in Accela's sole discretion, the session is deemed to impact the availability or stability of the system as a result of long remote queue length or replication latency to the Reporting Database.

Signatures	
Accela, Inc.	Customer
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date: