



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

Proposed by: Chanelle Dam
Contact Phone:
Contact Email: cdam@accela.com
Quote ID: Q-29806
Valid Through: 7/1/2023
Currency: USD

Renewal Order Form

Address Information

Bill To:

Town of Paradise Valley
Information Technology
6401 E Lincoln Dr
Paradise Valley, Arizona 85253
United States

Billing Name: Carl Muntz
Billing Phone: (480) 348-3633
Billing Email: cmuntz@paradisevalleyaz.gov

Ship To:

Town of Paradise Valley
Information Technology
6401 E Lincoln Dr
Paradise Valley, Arizona 85253
United States

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Civic Platform - Subscription Users	Year 1	8/1/2023	7/31/2024	12	\$3,490.22	23	\$80,275.10
TOTAL:							\$80,275.10

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Civic Platform - Subscription Users	Year 2	8/1/2024	7/31/2025	12	\$3,664.73	23	\$84,288.86
TOTAL:							\$84,288.86

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Civic Platform - Subscription Users	Year 3	8/1/2025	7/31/2026	12	\$3,847.97	23	\$88,503.30
TOTAL:							\$88,503.30

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Civic Platform - Subscription Users	Year 4	8/1/2026	7/31/2027	12	\$4,040.37	23	\$92,928.46
TOTAL:							\$92,928.46

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Civic Platform - Subscription Users	Year 5	8/1/2027	7/31/2028	12	\$4,242.39	23	\$97,574.89
TOTAL:							\$97,574.89

Pricing Summary

Period		Net Total
Year 1		\$ 80,275.10
Year 2		\$ 84,288.86
Year 3		\$ 88,503.30
Year 4		\$ 92,928.46
Year 5		\$ 97,574.89
Total		\$ 443,570.61

Renewal Terms/Information:

General Information	
Governing Agreement(s)	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.

Order Terms	
Order Start Date	Unless otherwise specified in the Special Order Terms: <ul style="list-style-type: none">• Software Licenses & Subscriptions start on the date of delivery by Accela;• Hosting and Support start on Accela's delivery of the software hosted and/or supported;.
Order Duration	Unless otherwise specified in the Special Order Terms: <ul style="list-style-type: none">• 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.• Any Software Licenses or Hardware are one-time, non-refundable purchases.• 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).• Professional Services continue for the duration as outlined in the applicable Statement of Work, Exhibit or the Governing Agreement, as applicable.
Special Order Terms	<p>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 this Order Form.</p> <ul style="list-style-type: none">• 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.• 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.• <u>Cancellation for Conflict of Interest.</u> This Agreement may be cancelled pursuant to A.R.S. § 38-511.• <u>E-verify.</u> Accela complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.• <u>Boycott of Israel Prohibited.</u> To the extent Title 35 is applicable to the Contract, the Accela warrants that it is not and will not participate in prohibited activity in contravention of A.R.S. § 35-393.01.• <u>Counterparts.</u> This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.• <u>No Default.</u> By renewing this Order Form, Accela shall be deemed to affirmatively assert that the Town is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions, and that any and all claims, known and unknown, relating to this Order and existing on or before the renewal are forever waived. If a renewal includes any terms additional to or inconsistent with the original order form, other than price, those terms will be null and void.• <u>Forced Labor of Ethnic Uyghurs.</u> To the extent applicable under A.R.S. § 35-394, Accela warrants and certifies that it does not currently, and agrees for the duration of this Agreement that it will not use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Accela becomes aware that it is not in compliance with this paragraph, it shall notify the Town of the noncompliance within five business days of becoming aware of it. If Accela fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on the contract termination date.• <u>Agreement Subject to Appropriation.</u> The Customer is only obligated to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Customer's then current fiscal years. The Customer's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the

	<p>Customer concerning budgeted purposes and appropriation of funds. Should the Customer elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current Term for which such funds were appropriated and budgeted for such purpose and the Customer shall be relieved of any subsequent price obligations under this Agreement. The parties agree that the Customer has no obligation or duty of good faith to budget or appropriate the payment of the Customer's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal years in which this Agreement is executed and delivered. The Customer shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Customer shall keep Accela informed as to the availability of funds for this Agreement. The obligation of the Customer to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Customer. Accela hereby waives any and all rights to bring any claim against the Customer from or relating in any way to the Customer's termination of this Agreement pursuant to non- appropriation of funds.</p> <ul style="list-style-type: none">• <u>Provisions Required by Law.</u> Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.
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Payment Terms	
Currency	USD
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total above will be issued on the Order Start Date.
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 net 30 days .
Special Payment Terms	None unless otherwise specified in this location.
Purchase Order	If Customer requires PO number on invoices, it must be provided below and Customer must provide a 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.
	PO#

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