



NOTICE TO PROCEED

TO: **Accela, Inc. Attn: Edward Ausherman**

ADDRESS: 1731 W. Walnut Ave.
Vernalia, California 93277

You are hereby notified to proceed to provide the City of Othello (Public Works) with the following software and services as per estimate # 9216a provided by Angela Shipley, Inside Representative Accela, Inc. on June 6, 2003

SOFTWARE:

- Accela AMS (Office Access Server Base System)	\$ 8,995.00
(Includes: Two (2) workstation licenses, One (1) AAMIS Database, One (1) User Manual and all system components:	
<ul style="list-style-type: none"> • Asset Identification and Tracking • Work Order Generation and Tracking • Parts Inventory • Addresses • Customer Service 	
- Sales Tax on Software Costs (7.6%)	\$ 683.62
Subtotal - Software	\$ 9,678.62

PROFESSIONAL SERVICES:

- System Needs Analysis (1 day)	\$ 1,500.00
- System Training (1 day)	\$ 1,500.00
- System Installation (1 day)	\$ 1,500.00
Subtotal - Professional Services	\$ 4,500.00

(NOTE: Total price of software, services, training, transportation, taxes and expenses not to exceed \$15,000.00.)

TOTAL OF SOFTWARE AND SERVICES \$14,178.62

City of Othello
 (Owner)
 BY: Richard Lee

Public Works Director
 (Title)

Affirmation of receipt: By: Edward Ausherman Date: 6/27/03
VP, Business Operations
 (title)

AMENDMENT

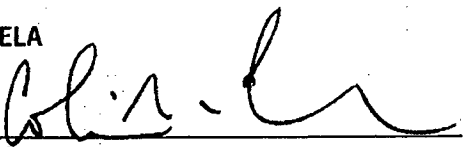
1. <u>Parties</u>	ACCELA Accela, Inc. 2633 Camino Ramon, Suite 120 Bishop Ranch 3 San Ramon, California 94583 Attention: Contracts Administration T: 925.659.3200 F: 925.407.2722 e-Mail: contractsadmin@accela.com	CUSTOMER City of Othello, Washington 111 North Broadway Othello, Washington 99344 Attention: Tammie J. Howes T: 509.488.6997 F: 509.488.3701 e-Mail: N/A
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2. Effective Date Provided that Customer signs and returns this Amendment to Accela no later than May 15, 2009, this Amendment is effective as of the date of Customer's signature ("Effective Date").

3. Terms and Conditions

- 3.1 As of the Effective Date, Customer relinquishes two (2) concurrent licenses of Accela Asset Management™, which it licensed from Accela on or about June 27, 2003, reducing the total number of Accela Asset Management™ licenses from three (3) to one (1).
- 3.2 Customer's maintenance obligations for the Application will be ended by Accela as of the Effective Date.
- 3.3 Accela may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all, or substantially all of its stock or assets.
- 3.4 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 Customer.
- 3.5 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.

ACCELA

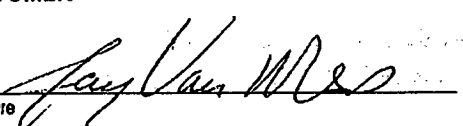
By: 
Signature

Colin M. Samuels
Print Name

Its Asst. Corporate Secretary
Title

Dated: May 13, 2009
Month, Day, Year

CUSTOMER

By: 
Signature

Jay VAN Ness
Print Name

Its MSC
Title

Dated: 5/4/09
Month, Day, Year

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