

# Attachment 5

## **Order Form for licenses and services for Environmental Health Services**



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

Proposed by: Arielle Mallen  
Contact Phone: +1 7326006638  
Contact Email: amallen@accela.com  
Quote ID: Q-22186  
Valid Through: 4/30/2021  
Currency: USD

## Order Form

### Address Information

#### Bill To:

County of Santa Barbara  
105 East Anapamu Street  
Suite 407  
Santa Barbara, California 93101  
United States

#### Ship To:

Santa Barbara, CA - County of  
105 East Anapamu Street  
Suite 407  
Santa Barbara, California 93101  
United States

Billing Name: ROSE DAVIS  
Billing Phone: 805-681-4939  
Billing Email: rose.davis@sbcphd.org

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Environmental Health - SaaS	Year 1	7/1/2021	6/30/2022	12	\$2,469.94	50	\$123,497.00
Enhanced Reporting Database	Year 1	7/1/2021	6/30/2022	12	\$18,524.55	1	\$18,524.55
Training Unit - Training		7/1/2021			\$400.00	3	\$1,200.00
<b>TOTAL:</b>							\$143,221.55

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Environmental Health - SaaS	Year 2	7/1/2022	6/30/2023	12	\$2,531.69	50	\$126,584.43
Enhanced Reporting Database	Year 2	7/1/2022	6/30/2023	12	\$18,987.66	1	\$18,987.66
<b>TOTAL:</b>							\$145,572.09

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Environmental Health - SaaS	Year 3	7/1/2023	6/30/2024	12	\$2,594.98	50	\$129,749.04
Enhanced Reporting Database	Year 3	7/1/2023	6/30/2024	12	\$19,462.36	1	\$19,462.36
<b>TOTAL:</b>							\$149,211.40

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Environmental Health - SaaS	Year 4	7/1/2024	6/30/2025	12	\$2,659.86	50	\$132,992.76
Enhanced Reporting Database	Year 4	7/1/2024	6/30/2025	12	\$19,948.91	1	\$19,948.91
<b>TOTAL:</b>							<b>\$152,941.67</b>

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Environmental Health - SaaS	Year 5	7/1/2025	6/30/2026	12	\$2,726.35	50	\$136,317.58
Enhanced Reporting Database	Year 5	7/1/2025	6/30/2026	12	\$20,447.64	1	\$20,447.64
<b>TOTAL:</b>							<b>\$156,765.22</b>

Period	Net Total
Year 1	\$ 143,221.55
Year 2	\$ 145,572.09
Year 3	\$ 149,211.40
Year 4	\$ 152,941.67
Year 5	\$ 156,765.22
<b>Total</b>	<b>\$ 747,711.93</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 Master Subscription Agreement executed between the Parties on August 14, 2018.
3. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.
4. If Customer has a prior agreement with Accela, and this purchase is co-termining 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.
5. If this Order Form is executed and/or returned to Accela by Customer after the Order State 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.

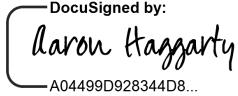
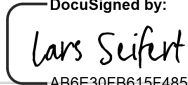
6. Accela will provide training to County of Santa Barbara employees at a mutually agreed upon facility and date, and Customer shall pay USD\$1,200.00 for such training ("Training"). Customer shall be responsible for all other costs and expenses incurred in connection with the Training including, but not limited to, travel, meals, incidentals, and lodging on behalf of its personnel. All Training shall be conducted in English and, to the extent Customer's personnel do not have adequate English language reading and comprehension skills, Customer shall be responsible for providing appropriate interpretation and translation services necessary to ensure its personnel can participate in a meaningful and effective way in the Training provided by Accela. Customer employees may be required to take a test(s) and document their attendance during the Training. If a test(s) is given, a certificate of completion will be awarded to those individuals that complete and pass the required test(s). Ownership of any and all Training materials, including, but not limited to, all copies and derivative works, shall remain with Accela.

7. 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 white listed by Accela. If You attempt to Access the Reporting Database from a non- white listed IP addresses, your access will be denied. IP addresses can be added or removed 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. Reporting Database will have the following usage limits and guidelines. Should You exceed these limits, Accela cannot guarantee support for standard SLAs for the Reporting Database.
  - a. A maximum of 17 queries per hour.
  - b. A single query execution should not be longer than 2 minutes. Under 30 seconds is recommended.
  - c. Whenever possible, the query construction should have an efficient access plan, leveraging indexes and avoiding multiple table scans.
  - d. A full database sync should be performed during non-business hours and should not exceed one time per week.
  - e. Daily incremental updates should be performed during non-business hours and should adhere to Accela best practices.
8. Accela reserves the right to interrupt any session that is running against the Reporting Server if, in its sole discretion, the session is deemed to impact the availability or stability of the system.

Signatures	
Accela, Inc.	Customer
Signature:  A04499D928344D8...	Signature:  AB6E30FB615F485...
Print Name:  Aaron Haggarty	Print Name:  Lars Seifert
Title:  Chief Legal Officer	Title:  Environmental Health Services Director
Date:  4/20/2021	Date:  6/10/2021   8:16 AM PDT