



Accela, Inc.

and

**San Mateo County Health System,
Environmental Health Services Division
License and Support Agreement**

March 24, 2017

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LICENSE AND SUPPORT AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2017 between ACCELA, INC. ("Accela" or "Contractor") with its principal place of business at 2633 Camino Ramon, Suite 500, San Ramon, California 94583, and the San Mateo County Health System, Environmental Health Services Division ("Client" or "County") with its principal place of business at 2000 Alameda de las Pulgas, Suite 100, San Mateo, California 94403.

WHEREAS, Accela is the developer and owner of a certain set of software products marketed using the trade name EnvisionConnect™; and

WHEREAS, Client desires to obtain from Accela a revocable, non-exclusive, non-sub licensable and non-transferable license for Client to use Accela's Licensed Programs and services; and

NOW THEREFORE this Agreement witnesses that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual promises herein, the parties agree as follows:

Appendices & Attachments

The following appendices and attachments are attached to and form part of this Agreement. In the event of a conflict between the main body of the Agreement and an appendix or attachment to the Agreement, the terms of the appendix or attachment shall prevail:

Appendix/Attachment	Description
Appendix A	Volumes, Prices, and Payment Schedule for License Fees
Appendix B	Dates and Term
Appendix C	Professional Services Rates
Appendix D	Third Party Software
Appendix E	Microsoft SQL Server
Appendix F	EnvisionConnect Portal
Attachment SP	Service Provider Supplemental Attachment
Attachment I	Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

1. Definitions

- 1.1. Agreement. The term "Agreement" shall mean the agreement set forth in this document, including any attachments and appendices attached thereto.
- 1.2. Licensed Materials. The term "Licensed Materials" shall mean computer programs, in object form, and all related documentation and materials provided to Client under the terms of this Agreement. Licensed Materials shall not include Source Code.

- 1.3. Licensed Programs. The term "Licensed Programs" shall mean the object code version of the software, as well as all updates, enhancements and releases. Licensed Programs are a sub-set of the Licensed Materials.
- 1.4. Source Code. The term "Source Code" shall mean a full source language statement of the programs owned by Accela used to prepare the Licensed Programs, including any updates, enhancements, revisions and modifications thereto that are provided to Client under this Agreement. Source Code shall not include any source language statements for any portion of the Licensed Programs owned by or sublicensed from third parties.
- 1.5. Effective Date. The term "Effective Date" shall mean a specific mutually agreed upon date as defined in Appendix B, Dates and Term.
- 1.6. Anniversary Date. The term "Anniversary Date" shall mean a specific mutually agreed upon date as defined in Appendix B, Dates and Term.
- 1.7. Version. The term "Version" shall mean an issue of Licensed Programs, which has been made available to Client.
- 1.8. Professional Service Request (PSR). The term "Professional Service Request" or "PSR" shall mean the document and process required to authorize professional services, which are outside of those agreed to in Section 5 of this Agreement.
- 1.9. EnvisionConnect. The term "EnvisionConnect" shall mean the trade name for the Licensed Programs provided under this Agreement as described in Appendix A.
- 1.10. Inspector. The term "Inspector" shall mean a Client staff member whose job function requires fifty percent (50%) or more time spent on conducting field activities such as inspections or investigations.

2. License

- 2.1. Accela hereby grants to Client, subject to the terms and conditions of this Agreement, a limited, revocable, non-exclusive, non-sub licensable and non-transferable license ("License") to use the Licensed Materials solely for Client's own use. The License shall be restricted for use with one (1) production server database with a single set of master code tables.
- 2.2. The License also authorizes Client to maintain a back-up copy of the Licensed Programs for use with databases for back up and testing purposes only. Client agrees to maintain appropriate records on the quantity and location of all such copies, and produce the same on demand by Accela. Client agrees to include the Accela copyright notice on all copies, in whole or in part, in any form. Client agrees to receive prior written approval from Accela before copying any portion of the Licensed Programs for any other purpose, which Accela may, at its sole and unfettered discretion, grant or not grant.
- 2.3. Client may not assign, sublicense or otherwise transfer, in whole or in part, the License, this Agreement or any of its rights or obligations hereunder, whether voluntarily, by operation of law or otherwise, without the prior written consent of Accela.
- 2.4. Client agrees to not allow access to the Licensed Programs to any third party without written permission from Accela.

3. Ownership

- 3.1. Accela is the lawful owner or licensee of all proprietary rights whatsoever in the Licensed Materials, including any changes, additions, and enhancements in the form of new or partial programs or documentation, but not as to limit the generality thereof, all copyright interests in the Licensed Materials. All copies of the Licensed Materials provided to, or reproduced by, Client pursuant to this Agreement are, and remain the property of Accela. No rights in the Licensed Materials are granted to anyone other than those set forth in this Agreement. Client shall use its commercially reasonable best efforts to prevent any violations of the Accela's property rights in the Licensed Materials and shall, under no circumstances, sell, lease, sublease, sublicense, assign, barter, encumber, or otherwise transfer the Licensed Materials or use the Licensed Materials for the processing of data for others, except as provided herein.
- 3.2. Client shall have no right to modify, enhance, make any form of derivative work, or otherwise change the Licensed Materials in any way without the prior written consent of Accela, however Client shall be entitled to merge the Licensed Materials into other materials to form a system, provided that upon termination of the License granted by this Agreement, the Licensed Materials will be completely removed from the system and treated as though permission to merge had never been granted. Use of the Licensed Materials in a system shall remain subject to all other terms of this Agreement.
- 3.3. The Licensed Materials and all other data or materials supplied by Accela to Client are confidential and proprietary to Accela, protected by law and of substantial value to Accela, and their use and disclosure must be carefully and continuously controlled;
- 3.4. The Licensed Materials and the Source Code are protected by the Copyright Laws of the United States.
- 3.5. All logos, trademarks and trade names of Accela are proprietary to Accela and may only be used as authorized in writing by Accela.
- 3.6. Client shall keep all property of Accela free and clear of all claims, liens and encumbrances.
- 3.7. Client shall notify Accela immediately of the unauthorized possession, use or knowledge of any item supplied to Client pursuant of this Agreement. Client is liable to Accela for any losses incurred while the Software is in Client's possession.
- 3.8. In the event Client breaches or attempts to breach any of the provisions of this Section 3, Accela shall have the right, in addition to such other remedies which may be available to it, to injunctive relief enjoining such breach or attempt to breach, it being acknowledged that legal remedies are inadequate. The provisions of this Section 3 shall survive termination of this Agreement.
- 3.9. All rights not expressly granted to Client are retained by Accela.

4. Prices, Adjustments, and Taxes

- 4.1. Prices for license fees and professional services are contained in Appendices A and C. The original license and annual fees are based on the number of Inspectors specified in Appendix A. Payment terms are net 30 days.
- 4.2. Client agrees to pay for additional Inspectors as they are added at Accela's then prevailing license and maintenance fees.

- 4.3. After the initial term and for successive terms thereafter, Accela will notify Client at least sixty (60) days prior to the end of the then current term of Accela's intent to increase prices for the successive term.
- 4.4. Any tax, such as sales and use taxes, exclusive of property and income taxes, that Accela is required to collect or pay based upon the sale or delivery of products or services under this Agreement shall be paid by Client to Accela, or Client shall pay directly to the taxing agency with proof of payment provided to Accela. This obligation extends retroactively if so assessed by a taxing agency.
- 4.5. If Client is using the Licensed Programs in California, and receives the Licensed Programs on tangible personal property (for example floppy disks, magnetic tape, Zip disk, CD-ROM, or any other medium by which the Licensed Programs are temporarily stored to effect transfer to Client's computer) then the full license and support fee, as well as training and conversion fees, are subject to California sales and use tax. The definition of transfer is the leaving behind of such tangible personal property. However, if the Licensed Programs are received by Client over communication lines, via the Internet, a bulletin board service or through a direct connection between Client and Accela computers, the license and support, training, and conversion fees are not subject to sales and use tax. In California, all parts and supplies are subject to sales and use tax, and hourly-based professional services, other than training and file conversion for the Licensed Programs, are not.
- 4.6. If Client is using the Licensed Programs in a state other than California then Client is responsible for knowing the sales and use tax rules of that state.
- 4.7. Accela may assess and Client agrees to pay a late charge of 1 ½ % per month, or the highest amount allowed by law, for each month a payment is 30 days past due.
- 4.8. Accela reserves the right to withhold services for non-payment of fees.
- 4.9. Section 6 lists products and services that are not included in the license and support fee. Fees for Client's use of these items are due and payable when invoiced.
- 4.10. In no event shall Client's total fiscal obligation under this Agreement exceed \$1,657,582.

5. Support Services

The following services are included in the license and support fees:

- 5.1. Telephone Support

Accela provides toll free phone support during Accela's regular support hours (4:00 A.M. to 6:00 P.M., Pacific Time, Monday through Friday, excluding Accela's observed holidays.) Authorized callers will be limited to Client's Primary IT and Primary CS Contacts.

Issues can be reported 24-hours a day via Accela's web-based incident reporting system, e-mail, fax, or telephone. Accela supports both the applications it develops and provides first-tier support to the database backend on which these applications run.

Incident Response Time

 - E-mail, Phone, or Fax Submissions: One (1) hour M-F, 6am to 8pm with Federal and State holidays excluded

- Internet Submission: instantaneous Web response with incident tracking number

5.2. Web-based Support

All clients have 24-hour access to Accela's web resources.

- Incident Reporting
- Resolution Reporting
- System Documentation
- "Did You Know" Articles
- Online Support Forms

5.3. Licensed Programs Maintenance

Accela will provide revisions of and enhancements to Licensed Material, which includes fixes, patches, and any other modifications to keep the Licensed Programs in conformance with its published specifications as such updates are generally released by Accela. Accela will correct any material error or malfunction in the Licensed Programs that prevents them from operating in conformance with the then current Licensed Materials, or Accela will provide a commercially reasonable alternative that will conform to the then current Licensed Materials.

If Client's system is inoperable due to a reproducible error or malfunction, and Client is using the current release of the Licensed Programs, Accela will provide continuous effort to correct the error or malfunction.

Accela will provide maintenance support for the current release of each of its maintained software applications and for the release immediately preceding such current release. All other releases are deemed to be "Legacy Releases". Accela will respond to maintenance requests concerning Legacy Releases only using currently-available information. Services requiring additional research, engineering-level support, or coding or programming by Accela will not be provided pursuant to this Agreement, but may be separately available at rates and on terms which may vary from those described herein.

Accela will commence and complete the maintenance obligations described in this Agreement in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of Accela's industry, to ensure that the operation of the maintained software products does not materially differ from documented specifications. Accela may make repeated efforts within a reasonable time period to resolve maintenance requests.

5.4. User Community Tools

User Groups: User group meetings occur on a frequency determined by the user community. These meetings allow users to share ideas, workflows, etc. Client may send representatives to any user group meeting conducted by Accela clients.

Accela's clients use a Community Web Site to share information such as workflows for the Licensed Programs, environmental regulation

workflows, user-customized reports, and general questions and answers.

Clients have the freedom to upload/download useful reports, scripts, and other files at times most convenient to them. In addition, they can join groups, be automatically notified when updates are made to their group, when questions are posed by others, when responses are provided to questions, etc.

- 5.5. Refresher Training There will be no charge for refresher training conducted at Accela's office on mutually agreeable dates, if the material was covered and the attendee(s) Attended Client's initial training. Refresher training does not include training for new Licensed Programs or Client staff that have not been trained before, which are billable services.
- 5.6. Client Relationship Management Accela utilizes a Client Relationship Management (CRM) software application that enables Accela to manage every aspect of our relationship with Client. Client information acquired from sales, marketing, client service, and support is captured and stored in a centralized database to improve client satisfaction. Accela will not release any Client information without prior authorization from Client.
- 5.7. Service Modification Accela has the right to eliminate, add to, or modify these services.

6. Items Not Covered by this License and Support Fee

- 6.1. Any service requested outside of those agreed to in this contract will require authorization through a Professional Service Request at the rates listed in Appendix C.
- 6.2. Support Initiated Outside Normal Working Hours Accela's support hours are 4:00 A.M. to 6:00 P.M., Pacific Time, Monday through Friday, excluding Accela's observed holidays. If Client requires or initiates service outside these hours, Client will pay for such support at Accela's prevailing rates.
- 6.3. Data Conversion
- 6.4. Data Correction or Restoration Unless caused by Accela's negligence while working on Client's system.
- 6.5. Custom Programming
- 6.6. Software Implementation
- 6.7. Initial and New Staff Training
- 6.8. Client will reimburse Accela for out-of-pocket costs expended on Client's behalf, unless such costs are caused by Accela's negligence. These can include travel and per diem, parts and supplies,

media and reproduction, and long distance calls initiated from Accela to Client's system. Accela will obtain Client's prior approval before expending more than \$100.00 per incident.

7. Warranty and Limitation of Accela's Liability

- 7.1. Accela warrants that the media used to deliver the Licensed Materials to Client is free from mechanical or recording defects, and if such material defects are found, Accela will immediately replace the defective media.
- 7.2. Accela warrants that it is the owner or licensee of the Licensed Materials and that it has full power and authority to grant the License granted hereunder, and that as of the effective date of this Agreement, the Software does not infringe on any existing intellectual property. If a third party claims that the Software does infringe, Accela may, at its sole option, secure for Client the right to continue using the Software or modify the Software so that it does not infringe. Accela will have the sole right to conduct the defense of any legal action and all negotiations for its settlement or compromise.
- 7.3. Accela warrants that the Licensed Programs will perform substantially in accordance with its then-current Licensed Materials published specifications, at no additional cost to Client, provided that: (a) the Licensed Programs have not been modified, changed or altered by anyone other than Accela or as authorized by Accela in writing; (b) Client is operating the then-current version of the Licensed Programs; (c) Client's computer system is in good operating order and is installed in a suitable operating environment; (d) Client's computer system configuration used in the operation of the Licensed Programs meets Accela's approved specifications as contained in the Statement of Work, Appendix C; (e) the error or defect is not caused by Client or its agents, employees or contractors; (f) Client promptly notifies Accela of the error or defect when it is discovered; (g) all fees then due to Accela have been paid; and (h) Client is not otherwise in breach of its obligations under this Agreement. In such event, Accela shall use its commercially reasonable efforts to cause the Licensed Programs to perform substantially in accordance with its then-current Licensed Materials published specifications as soon as reasonably practicable under the circumstances.
- 7.4. If Client notifies Accela of such error or defect and, after investigation by Accela, Accela determines that such error or defect occurred as a result of Client not being in compliance with one or more of the reasons listed in Section 7.2 above, then Client shall reimburse Accela at Accela's then prevailing rates for all costs incurred in investigating such error or defect.
- 7.5. EXCEPT AS SPECIFICALLY SET FORTH HEREIN AND IN SECTION 2 LICENSED PROGRAMS MAINTENANCE OF THIS AGREEMENT, THERE ARE NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED PROGRAMS, THE LICENSED MATERIALS OR ANY UPDATES, ENHANCEMENTS OR RELEASES THERETO, OR ANY OTHER SERVICES OR GOODS PROVIDED BY ACCELA TO CLIENT IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS AN EXPRESS LIMITATION OF LIABILITY, CLIENT'S SOLE AND EXCLUSIVE REMEDIES AND ACCELA'S ONLY OBLIGATIONS UNDER THE WARRANTIES SET FORTH ABOVE AND THIS AGREEMENT IS TO CAUSE THE LICENSED PROGRAMS TO OPERATE SUBSTANTIALLY IN ACCORDANCE WITH ACCELA'S THEN-CURRENT LICENSED MATERIALS OR TO CORRECT THE THEN-CURRENT LICENSED MATERIALS AT ACCELA'S SOLE AND UNFETTERED DISCRETION.

- 7.6. ACCELA DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PROGRAMS SHALL MEET CLIENT'S REQUIREMENTS OR SHALL OPERATE IN COMBINATION WITH OTHER SOFTWARE OR SYSTEMS WHICH CLIENT SELECTS FOR USE, OR THAT THE OPERATION OF THE LICENSED PROGRAMS SHALL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL ERRORS AND DEFECTS HAVE BEEN IDENTIFIED AND CORRECTED BY ACCELA. ACCELA PROVIDES NO WARRANTY WHATSOEVER FOR ANY THIRD-PARTY HARDWARE OR SOFTWARE PRODUCTS. IF A THIRD-PARTY PRODUCT IS SUPPLIED BY ACCELA, NO SUPPORT FOR ANY THIRD-PARTY PRODUCT IS PROVIDED, UNLESS AN ADDENDUM IS ATTACHED HERETO, IDENTIFYING THE PRODUCT AND SPECIFYING THE TERMS AND CONDITIONS OF ANY SUPPORT. THIRD-PARTY APPLICATIONS WHICH UTILIZE OR RELY UPON THE APPLICATION SERVICES MAY BE ADVERSELY AFFECTED BY REMEDIAL OR OTHER ACTIONS PERFORMED PURSUANT TO THIS AGREEMENT.
- 7.7. TO THE EXTENT NOT OFFSET BY ITS INSURANCE COVERAGE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT WILL ACCELA'S CUMULATIVE LIABILITY FOR ANY GENERAL, INCIDENTAL, SPECIAL COMPENSATORY, OR PUNITIVE DAMAGES WHATSOEVER SUFFERED BY CLIENT OR ANY OTHER PERSON OR ENTITY EXCEED THE FEES PAID TO ACCELA BY CLIENT DURING THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY PRECEDING THE CIRCUMSTANCES WHICH GIVE RISE TO SUCH CLAIM(S) OF LIABILITY, EVEN IF ACCELA OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 7.8. General Indemnification
- 7.8.1. Any obligation by Accela to defend or indemnify Client shall be conditioned per Client doing all of the following:
- 7.8.1.1. Notifying Accela of the claims, damages, losses and/or expenses in writing within a reasonable period of time, such that Accela suffers no prejudice to its rights;
 - 7.8.1.2. Giving Accela the right to control and direct the defense and settlement of that action;
 - 7.8.1.3. Making no compromise, settlement or admission of liability; and
 - 7.8.1.4. Providing reasonable assistance and cooperates in the defense of that action.
- 7.8.2. Accela's obligations as stated in this section will not apply to any claim, suit or proceeding to the extent it is based on any of the following:
- 7.8.2.1. Any modification of the EnvisionConnect software other than by Accela, or the combination of the software with non-Accela software or any hardware that fails to comply with the EnvisionConnect hardware and software requirements;
 - 7.8.2.2. Client's use of other than the latest release of the EnvisionConnect software if Client is informed that a claim, suit or proceeding can be avoided by use of the latest release;
 - 7.8.2.3. Any use of the EnvisionConnect software not authorized by this Agreement; or
 - 7.8.2.4. Client may not make any form of derivative work from the Software, although Client is permitted to develop additional or alternative functionality for the Software using tools and/or techniques licensed to Client by Accela.

8. Client Responsibilities

Client is responsible for the following:

- 8.1. Timely payment of Accela invoices.
- 8.2. Provision of appropriate operating environment for Client's computer system, Client employees, and Accela staff when at Client location.
- 8.3. Provision of knowledgeable, competent operators with an understanding of Client's operations.
- 8.4. Scheduled training to properly prepare Client's staff to use Licensed Programs.
- 8.5. Backing up files and Licensed Programs daily, or whenever they change, and keeping them in a secure place.
- 8.6. Notifying Accela of a problem as soon it appears.

9. Version and Module Upgrades

- 9.1. Accela will periodically make Licensed Programs upgrades and enhancements available to Client as they are generally released. Accela will provide the necessary instructions and software tools so Client can install the upgrades and modifications.
- 9.2. Accela will test each new Version in beta prior to releasing the software to Client. Client will be provided a test environment in which new Versions will be installed prior to the release of a production Version.
- 9.3. Client will maintain its system at the current release level of the Licensed Programs. Ninety (90) days after the release of a new Licensed Programs Version, Accela will not be obligated to maintain prior Versions. Accela will have the sole discretion to decide if new Licensed Programs are a no charge upgrade, a no charge enhancement, or a billable offering. Billable offerings are optional, and Client will not be required to purchase them to maintain the current release level.

10. Early Termination

- 10.1. Either party may terminate this Agreement for a material breach of this Agreement, provided that the party in default has not cured or corrected such breach within thirty (30) days of receiving notice of such breach from the non-breaching party. Such termination may be in addition to any other rights and remedies the terminating party may have at law or in equity.
- 10.2. This Agreement may be terminated by either party at any time without a requirement of good cause upon one-hundred-eighty (180) days' written notice of intent to terminate to the other party. Termination may be delayed beyond the one-hundred-eighty (180) days by mutual consent and renewable ninety (90) days' prior written notice(s) of a request(s) to delay termination.

11. Actions Upon Termination

- 11.1. Within thirty (30) days after termination for any reason, Client will furnish Accela an affidavit certifying that the original and all copies, in whole or in part, of the Licensed Materials have been removed from Client's hardware and either returned to Accela or destroyed by Client.

- 11.2. Client will pay all amounts due Accela up to date of termination. In the event Client continues the use of the Licensed Materials after the agreed upon termination date, Accela shall continue to receive payment until Client ceases use of the Licensed Materials.

12. Access to Client Systems

- 12.1. Client agrees to install such telephone lines, communications software, and communications equipment necessary to allow remote access to Client's computer system. This access will be used to provide technical support and problem resolution. Client shall install its own security measures to prevent unauthorized access. Client shall be responsible for all expenses associated with obtaining and installing such telephone lines and communication equipment. Accela shall provide Client with the appropriate communication software at no additional cost. In the event Accela has to access Client's system remotely, Client shall reimburse Accela for the cost of the telephone call.
- 12.2. All services to be performed by Accela pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.
- 12.3. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement. Accela will timely and accurately complete, sign, and submit all necessary documentation of compliance.

13. Notice

- 13.1. Any notice, request, demand, consent, or other communications provided or permitted hereunder shall be in writing and given by personal delivery, transmitted by facsimile, or sent by ordinary mail, postage paid, addressed to the party for which it is intended at its address as follows:

For Accela:
Attention: Contracts Administration
2633 Camino Ramon, Suite 500
San Ramon, CA 94583

Phone: 925-659-3200
E-mail: contractsadmin@accela.com

For Client:
Sandra Estrin
Deputy Director
2000 Alameda de las Pulgas, Suite 100
San Mateo, CA 94403

Phone: 650-372-6223
E-mail: sestrin@smcgov.org

14. Non-Discrimination and Other Requirements

- 14.1. General non-discrimination. No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition, physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- 14.2. Equal employment opportunity. Accela shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Accela's equal employment policies shall be made available to County of San Mateo upon request.
- 14.3. Violation of non-discrimination provisions. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Accela to penalties, to be determined by the County Manager, including but not limited to
 - i) Termination of this Agreement;
 - ii) Disqualification of Accela from bidding on or being awarded a County contract for a period of up to three years;
 - iii) Liquidated damages of \$2,500 per violation;
 - iv) Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to examine Accela's employment records with respect to compliance with the paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Accela under this Agreement or any other agreement between Accela and County.

Accela shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Accela that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Accela shall provide County with a copy of their response to the Complaint when filed.

- 14.5 Accela shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

15. General

- 15.1. Confidentiality. The parties agree to keep confidential all information obtained or learned during the course of furnishing and receiving services under this Agreement, and for two (2) years following any termination or expiration of this Agreement ("Confidentiality Term"), and to not

disclose or reveal such information for any purpose not directly connected with the matter for which services are provided, unless disclosure of said information is required pursuant to subpoena, court order, the California Public Records Act or otherwise authorized or required by law. During the Confidentiality Term, the parties agree to protect the confidentiality of the other party's confidential information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect confidential information, unless disclosure of said information is required pursuant to subpoena, court order, the California Public Records Act or otherwise authorized or required by law.

- 15.2. **Publicity.** During the term of this Agreement, including the term of any amendment hereto, Accela may publicly disclose its ongoing business relationship with Client. Such disclosures may indicate Client's identity and the Accela product(s) and services provided or contracted to be provided to Client. These disclosures may include press releases or other communications to media, display on Accela web sites, or use in other marketing activities, but will not include non-public information or indicate Client's express endorsement of Accela's products or services without Client's prior written authorization.
- 15.3. Accela shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by Accela under this Agreement without the prior written consent of Client. Any such assignment or subcontract without Client's prior written consent shall give Client the right to automatically and immediately terminate this Agreement. Notwithstanding, a change of control of Accela or a transfer by Accela for purposes of financing shall not constitute an assignment hereunder.
- 15.4. Any clause of this Agreement found to be unenforceable shall be severed from this Agreement and the remainder of the Agreement shall remain in full force and effect.
- 15.5. Any waiver of any clause of this Agreement shall not constitute a subsequent waiver of that clause or any other clause. Failure or delay of either party to enforce compliance with any clause shall not constitute a waiver of such clause.
- 15.6. This Agreement shall be governed by California law, and the court of competent jurisdiction shall be in Santa Clara County, California.
- 15.7. This Agreement can only be modified in writing as approved by authorized signatories of both parties.
- 15.8. This Agreement is binding upon and shall inure to the benefit of the legal successors and assigns of the parties. 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.
- 15.9. The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Client.

16. Acceptance of Agreement

Accela and Client have caused this Agreement to be executed by their duly authorized representatives on the respective dates entered below:

Client

Client Representative - Signature

Date Accepted

Printed Name

Accela, Inc.



Accela Representative

3/30/17

Date Accepted

Todd Foster

Printed Name

ATTACHMENT SP

Service Provider Supplemental Attachment

This Attachment is part of the Agreement between **Accela, Inc.** and the County of San Mateo.

I. CONTRACT DOLLAR AMOUNT

In no event shall total payment for services under this Agreement exceed ONE MILLION SIX HUNDRED FIFTY SEVEN THOUSAND FIVE HUNDRED EIGHTY TWO DOLLARS, \$1,657,582.

II. AVAILABILITY OF FUNDS

County may immediately terminate this Agreement based upon unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of funding. In such event, Accela shall be paid for any services provided up to date of termination.

III. EQUAL BENEFITS ORDINANCE

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

IV. EMPLOYEE JURY SERVICE

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

V. HISTORY OF DISCRIMINATION

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair

Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

VI. HOLD HARMLESS

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from Contractor's performance under this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

VII. INSURANCE

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- a) Comprehensive General Liability... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled without equal or better coverage in place, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

VIII. ELECTRONIC SIGNATURE

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

IX. COMPLIANCE WITH LIVING WAGE ORDINANCE

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of Contractor(s).

Contractor(s): (Check a or b)

a. Employs fewer than 15 persons.

b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Dani Chehak

Name of Contractor(s):

Accela, Inc.

Street Address or P.O. Box:


2633 Camino Ramon, Suite 500

City, State, Zip Code:

San Ramon, CA 94583

I certify that the above information is complete and correct to the best of my knowledge

Signature:



Title of Authorized Official:

Assistant Secretary

Date:

March 30, 2017

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

Appendix A. Volumes, Prices, and Payment Schedule for License Fees

A.1 Number of Inspectors

Inspectors and Program Areas	Numbers
Number of Inspectors	45
Number of Inspectors Using EnvisionConnect Remote	43

A.2 Licensed Programs

EnvisionConnect –Licensed Programs Included in this Agreement:

- EnvisionConnect
- EnvisionConnect Remote Use
- EnvisionConnect Portal
- EnvisionConnect Press Agent
- HHW Scheduler
- CERS EDT
- SLA Hosting Server SLA for Portal

A.3 EnvisionConnect Prices

All invoices are payable net thirty (30) days.

A.3.1 License and Support:

Ck	Annual Fees	No. of Inspectors	Year 1 Annual Cost
<input checked="" type="checkbox"/>	EnvisionConnect	45	\$ 73,440.00
<input checked="" type="checkbox"/>	EnvisionConnect Remote Use	43	\$ 29,799.00
<input checked="" type="checkbox"/>	EnvisionConnect Portal	N/A	\$ 80,000.00
<input checked="" type="checkbox"/>	EnvisionConnect Press Agent	43	\$ 11,702.00
<input checked="" type="checkbox"/>	HHW Scheduler	N/A	\$ 2,003.00
<input checked="" type="checkbox"/>	CERS EDT	N/A	\$ 10,560.00
<input checked="" type="checkbox"/>	Hosted Server Portal SLA	N/A	\$ 3,168.00
Total License and Support Fees / Year 1			\$210,672.00

5 Year License and Support Fees:

Product	Year 1 6/1/17 – 5/31/18	Year 2 6/1/18 – 5/31/19	Year 3 6/1/19 – 5/31/20	Year 4 6/1/20 – 5/31/21	Year 5 6/1/21 – 5/31/22
EnvisionConnect	\$73,440.00	\$78,581.00	\$84,082.00	\$89,968.00	\$96,266.00
EnvisionConnect Remote	\$29,799.00	\$31,885.00	\$34,117.00	\$36,505.00	\$39,060.00
EnvisionConnect Portal	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00
EnvisionConnect Press Agent	\$11,702.00	\$12,521.00	\$13,397.00	\$14,335.00	\$15,338.00
HHW Scheduler	\$2,003.00	\$2,003.00	\$2,003.00	\$2,003.00	\$2,003.00
CERS EDT	\$10,560.00	\$10,560.00	\$10,560.00	\$10,560.00	\$10,560.00
Hosted Server Portal SLA	\$3,168.00	\$3,168.00	\$3,168.00	\$3,168.00	\$3,168.00
Totals	\$210,672.00	\$218,718.00	\$227,327.00	\$236,539.00	\$246,395.00

Annual License and Support fees will be automatically invoiced per Client's Payment Terms unless notice is provided in accordance with Dates and Term section. Fees for Years 2-5 will be automatically invoiced per Customer's Payment Terms, unless notice is provided in accordance with the Dates and Terms section. Customer warrants that funds for Year 1 have been appropriated.

Payment Table for License, Support and Professional Service Fees including Optional Licenses or Services (see A.4, below):

Payment No.	Invoice Date	Invoice Due Date	Amount \$USD
1	5/2/2017	6/1/2017	210,672.00
2	5/2/2018	6/1/2018	218,718.00
3	5/2/2019	6/1/2019	227,327.00
4	5/2/2020	6/1/2020	236,539.00
5	5/2/2021	6/1/2021	246,395.00
6	As Incurred	Net 30 Days from Invoice Date	517,931

A.4 Optional Additional Licenses and Services

Should Client elect to purchase the following optional licenses or services, such purchase will be evidenced by an order form, quote, statement of work or other document, as applicable, that conforms with the requirements of Section 16.7 of this Agreement.

- Accela Hosting Services. During the term of this Agreement County has the option to move to the Accela Hosted Environment. In the event that County opts to move to the Accela Hosted Environment, Accela shall prepare a written proposal for County, which includes associated set-up fees, annual hosting fees, and a statement of work.
- EnvisionConnect Online license (population base 750,000). In the event that County opts to obtain the EnvisionConnect Online license within two years from the Effective Date, there is a \$22,500 first-year license fee plus an additional \$27,450.00 one-time set-up fee. Effective June 1, 2019, these fees are subject to an increase not to exceed 5% and annually thereafter upon the Anniversary Date for the remaining term of this Agreement.
- Additional Professional Services. County intends to allocate funds for additional post-implementation services. During the term of this Agreement, Accela shall provide additional services as may be requested from time-to-time by Client at a time and materials rate of \$185 per hour. The services will be defined and described in writing in a statement of work. The hourly rate is subject to an annual 5% increase effective upon each annual Anniversary Date commencing June 1, 2019.
- Additional Licenses. During the term of this Agreement, County has the option to purchase additional inspector/user licenses of EnvisionConnect and/or EnvisionConnect Remote at the price(s) being offered by Accela at the time that the option may be exercised.

County has allocated funds for the optional additional licenses and services listed in this section as well as specialized reports, scripts and training in an amount not to exceed \$517,931.

A.5 Payment Frequency

Second and successive Annual License and Support Renewal Fees are due at the commencement of each term.

Ck Payment Frequency

Monthly

Professional services will be invoiced on a monthly basis as incurred or as may otherwise be agreed-upon by the Parties. Client shall reimburse Accela for travel and other expenses related to performing the work described herein; expenses will be invoiced as incurred.

All invoices are payable net thirty (30) days.

A.6 Client Contact for Billing Issues

Client Contact Person for Billing Issues

Tere Larcina

Administrative Assistant

2000 Alameda de las Pulgas, Suite 100

San Mateo, CA 94403

Phone: (650) 372-6247

Fax: (650) 627-8244

Email: tlarcina@smcgov.org

Appendix B. Dates and Term

This Agreement shall become effective as specified below ("Effective Date") or when Accela provides the Licensed Programs or services hereunder, whichever is earlier.

The month and day of the Effective Date shall determine the anniversary date (hereinafter "Anniversary Date").

This Agreement shall have a term of five years from 06/01/17 to 05/31/22.

In the event the Agreement is not terminated, as specified herein, it shall be automatically renewed for successive one year terms on the same conditions in effect at the conclusion of the ending term. The per-unit pricing during said additional term will be the same as the prior term's annual fees unless Accela notifies Client otherwise not less than sixty (60) calendar days prior to the end of said prior term. Any price increase will be effective at the start of the renewal term. No such price increase will exceed ten percent (10%) of the prior term's annual pricing.

Either party may terminate this Agreement at the end of the initial or any successive term by giving the other party at least sixty (60) calendar days prior written notice.

Milestone Summary

Milestone	Date
Effective Date:	06/01/17
Anniversary Date	06/01
Agreement Term Begins	06/01/17
Agreement Term Ends	05/31/22

Appendix C. Professional Services Rates

Any service requested outside those agreed to in this contract will require a Statement of Work and authorization through a Professional Service Request (PSR) signed by both parties.

The following rates will apply for the listed professional services.

Item	Rate	Per Unit
Professional Services, Training, Support	\$185.00	Hour

Travel Expenses

An estimate of per diem travel expenses will be provided at the time the PSR is created.

These prices may be increased annually on the Anniversary Date, upon at least sixty (60) calendar days prior notice to client.

Appendix D. Third Party Software

D.1 SAP Crystal Reports

Crystal Reports is a database report designer and viewer owned by SAP. Accela utilizes Crystal Reports to design “canned” and custom reports that are later distributed with the Licensed Materials. The Licensed Materials includes a server-side report generation component. This is allowed under section 4.2.5 of the Crystal Reports Standard, Professional, and Developer License Agreement. Use of the server-side report generation component within the Licensed Materials is subject to the following terms.

- D.1.1 Client agrees not to modify, disassemble, decompile, translate, adapt or reverse-engineer the Runtime Product or the report file (.RPT) format;
- D.1.2 Client agrees not to distribute the Runtime Product to any third party;
- D.1.3 Client agrees not to use the Runtime Product to create for distribution a product that is generally competitive with SAP product offerings;
- D.1.4 Client agrees not to use the Runtime Product to create for distribution a product that converts the report file (.RPT) format to an alternative report file format used by any general-purpose report writing, data analysis or report delivery product that is not the property of SAP;
- D.1.5 Client agrees not to use the Runtime Product on a rental or timesharing basis or to operate a service bureau facility for the benefit of third-parties;
- D.1.6 SAP AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. SAP AND ITS SUPPLIERS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, COVER OR OTHER DAMAGES ARISING UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SOFTWARE.

Appendix E. Microsoft SQL Server

E.1 SQL Server

Microsoft SQL Server 2008 Standard Edition (or higher) or Microsoft SQL Server 2012 Standard Edition (or higher) is a database management system required by the Licensed Materials.

Appendix F. EnvisionConnect Portal

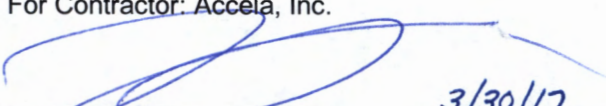
EnvisionConnect Portal (the "Portal") is a browser based public facing infrastructure for receiving, publishing and archiving Client data and integrates seamlessly with Client's EnvisionConnect data management system. The Portal is compatible with but not limited to: Safari, Firefox, Chrome and Internet Explorer.

- A. The following Portal features are included in the licensed product:
 1. Online Form Submission
 - a. Provides authorized regulated facility personnel the ability to update a previously submitted and approved plan.
 - b. Provides form-centric help via links established on data entry pages that launch help pages that are designed by Client for complete instructions on form submission.
 - c. Provides an interface where business owners can grant access to consultants. Consultants can also complete a "Login Request Form" and request access from the Client. The consultant must upload an authorization letter from the Business Owner showing that the business owner approves the Consultant's request.
 - 1) Consultants can use the same password for more than one account
 2. E-mail Routing and Notification
 3. Submission Comparison and Review
 4. Reports
 - a. Individual Client- or business-initiated print-outs of:
 - 1) Business Activities
 - 2) Business Owner/Operator Identification
 - 3) Operating Permit Application – Facility Information
 - 4) Operating Permit Application – Tank Information
 - 5) Certification of Installation/Modification
 - 6) Monitoring Plan
 - 7) Recyclable Materials Report
 - 8) Hazardous Materials Inventory – Chemical Description
 - 9) Onsite Hazardous Waste Treatment Notification – Facility Page
 - 10) Onsite Hazardous Waste Treatment Notification – Unit Page
 - 11) Conditionally Exempt Small Quantity Treatment (CESQT)
 - 12) Conditionally Exempt – Specified Wastestreams (CESW) Page
 - 13) Conditionally Authorized (CA) Page
 - 14) Permit By Rule Page
 - 15) Conditionally Exempt – Limited (CEL) Page
 - 16) Certification of Financial Assurance
 - 17) Remote Waste Consolidation Site Annual Notification
 - 18) Hazardous Waste Tank Closure Certification
 - 19) Emergency Response Plan
 - 20) Employee Training Program
 - 21) Submission Summary. The Client can define and print a Submission Summary report that the business can also print out after the submission has been approved. This 'BEP Summary' can contain the approval date, next renewal date, BEP summary information and even invoicing information.
 - 22) Site maps
 5. Integration with EnvisionConnect

6. Existing EnvisionConnect Business Plan records are available to the Portal without additional data entry.
 7. Client is required to key in new Owner, Facility, General Health Program, Business Plan and Permit records for each regulated facility subject to Business Plan regulations.
 8. Regulated business owners are, once authorization is provided, to key in chemical inventory records.
 9. Upload Digital Images and Documents
 - a. Include site maps, in such formats as PDF and JPEG.
 - b. Also, include the ability to upload all site maps and link them to their facility information.
- B. Client is licensed to utilize the Portal for the following features:
1. Environmental Health Forms:
 - a. Complaints
 - b. Service Request
 - c. Plan Reviews
 - d. Application for Permit
 2. Cross Connection
 3. CUPA Forms:
 - a. Business Activities
 - b. Business Owner/Operator Identification
 - c. UST Operating Permit Application – Facility Information
 - d. UST Operating Permit Application – Tank Information
 - e. UST Certification of Installation/Modification
 - f. UST Monitoring Plan
 - g. Recyclable Materials Report
 - h. Hazardous Materials Inventory – Chemical Description
 - i. Onsite Hazardous Waste Treatment Notification – Facility Page
 - j. Onsite Hazardous Waste Treatment Notification – Unit Page
 - k. Conditionally Exempt Small Quantity Treatment (CESQT)
 - l. Conditionally Exempt – Specified Wastestreams (CESW) Page
 - m. Conditionally Authorized (CA) Page
 - n. Permit By Rule Page
 - o. Conditionally Exempt – Limited (CEL) Page
 - p. Certification of Financial Assurance
 - q. Remote Waste Consolidation Site Annual Notification
 - r. Hazardous Waste Tank Closure Certification
 - s. Emergency Response Plan
 - t. Employee Training Program
 4. Online Fee Payment
 - a. Online Posting of Invoices from System
 - b. Payment Processing through Client’s Merchant Bank
 - c. Update System Invoice Record with Posted Payments

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Accela, Inc.



Contractor Signature

3/30/17

Date

Todd Foster

Contractor Name (please print)

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By: _____
Clerk of Said Board