



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C-21

For the meeting of: June 19, 2018

Date: May 31, 2018

To: Board of Supervisors

From: John H. Ford, Director Planning and Building 

Subject: Authorization for Director of Planning and Building to execute a purchase order amendment with Carahsoft technology for an additional forty five licenses for standard web-based permitting software, and approve related supplemental budget (4/5 vote Required)


RECOMMENDATION(S):

That the Board of Supervisors:

1. Authorize Director of Planning and Building to execute a purchase order between the County of Humboldt and Carahsoft Technology Corporation for forty five additional subscription licenses for Accela web-based permitting software; and
2. Approve the related supplemental budget. (4/5 vote Required)

SOURCE OF FUNDING: Applicant fees.

Prepared by _____ CAO Approval 

REVIEW: Auditor  County Counsel _____ Human Resources _____ Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor Wilson Seconded by Supervisor Bass

Ayes Bass, Fennell, Sundberg, Bohn, Wilson
Nays _____
Abstain _____
Absent _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: 6/19/18

By: 
Kathy Hayes, Clerk of the Board

DISCUSSION:

The Planning and Building Department is seeking authorization to execute a purchase order with Carahsoft Technology Corporation to expand the number of licenses from sixty-five licenses to 110 licenses for Accela, the newly acquired web-based permitting software. This is needed to support the Planning and Building staff and five county agencies that use the software. This includes 86 for existing and anticipated staff members, 20 for related agencies, and 4 spare.

On May 23, 2017 your Board authorized the original purchase of sixty-five licenses for Accela, a subscription web-based software that is used in 36 counties in California. The subscription includes access to the industry's best practices and product templates along with process/technology and security upgrades from vendors and user groups. Access to this support increases interoperability with other county and state agencies, particularly in Cannabis-related activities. The CDSA has contracted with the same vendor for its Cannabis license software, which interfaces with their "Track and Trace" and other Cannabis related activities. Rather than working with independent permit processing and geospatial information systems as the department and the public do now, the subscription program integrates permit processing and geospatial information into one user-friendly system.

The costs for the sixty-five licenses was \$127,911. This was meant to serve the 42 employees, 20 agency licenses, and a 3 licenses for expansion. Since that time the department has hired an additional 44 staff members, including code enforcement. The Planning and Building 2018/19 budget included an estimated \$40,000 for additional licenses, but the final estimate is for \$86,214.60.

In order to have enough licenses, the department is requesting a \$46,214.60 increase to be initially purchased using the building department trust, and shared by the entire department as revenue allows.

FINANCIAL IMPACT:

This request will not increase the general fund allocation. The initial purchase will be made from the Building Inspections Fees-Prior Year Trust, and costs reimbursed from other budget units as revenue allows. The Building Department Trust, 3564, currently has \$1,334,464.84.

This supports the Board's Strategic Framework through enforcement of regulations that protect residents. In addition, the software program supports the department as it creates opportunities for improved safety and health, as it encourages new local enterprise and ensures proper operation of markets and as it provides community-appropriate levels of service.

OTHER AGENCY INVOLVEMENT:

Department of Public Works Land Use Division, Department of Environmental Health, the Agricultural Commissioner, County Counsel, and Humboldt County Sherriff's Office

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board may choose to not approve this request, however this is not recommended as it would negatively impact the ability of the department to meet the anticipated demand for planning and building permits, particularly those related to the medical marijuana ordinance.

The Board could disapprove the funding coming the Building Inspections Fees-Prior Year Trust and authorize general fund to pay for the 20 licenses associated with other departments, \$38,317. The balance could come from Building Inspections Fees-Prior Year Trust or the general fund.

ATTACHMENTS:

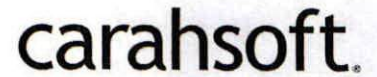
Attachment A: Accela Government Price Quote from Carahsoft

Attachment B: Recommended 2018/19 Supplemental Budget

ATTACHMENT A
ACCELA GOVERNMENT PRICE QUOTE FROM CARAHSOFT

GOVERNMENT - PRICE QUOTATION

ACCELA GOVERNMENT AT CARAHSOFT



1860 MICHAEL FARADAY DRIVE | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM

TO: Bob Russell
 Deputy Director- Planning and Building Department
 Humboldt County
 3015 H St.
 Eureka, CA 95501 USA

FROM: Daniela Canedo
 Carahsoft Technology Corp.
 1860 Michael Faraday Drive
 Reston, Virginia 20190

EMAIL: RRussell@co.humboldt.ca.us

EMAIL: Daniela.Canedo@carahsoft.com

PHONE: (707) 268-3701

PHONE: (703) 871-8663 **FAX:** (703) 871-8505

TERMS: GSA Schedule No: GS-35F-0119Y
 Term: December 20, 2011 - December 19, 2021
 FTIN: 52-2189693
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Cage Code: 1P3C5
 DUNS No: 088365767
 Business Size: Other than Small
 Sales Tax May Apply

QUOTE NO: 12011297
QUOTE DATE: 05/25/2018
QUOTE EXPIRES: 06/30/2018
RFQ NO:
SHIPPING: GROUND
TOTAL PRICE: \$86,214.60

TOTAL QUOTE: \$86,214.60

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
1	SS10APFMSAS0001	Accela Civic Platform - Subscription User Annual User Fee Accela Inc - SS10APFMSAS0001	\$1,915.88 OM	45	\$86,214.60
SUBTOTAL:					\$86,214.60

TOTAL PRICE: \$86,214.60

TOTAL QUOTE: \$86,214.60

Accela End User Subscription Terms and Conditions
(Accela Civic Platform, Accela Citizen Access Subscription)

As used herein, "Accela" refers to Accela, Inc., the owner of the Subscriptions Services. "Customer" or "End User" refers to the entity that executes a sales order with Reseller, Carahsoft Technology Group, for Accela Subscription Services. By installing or using the licensed software from Accela, Inc., the End User ("Customer") is agreeing to be bound by the Accela End User Subscription Terms and Conditions. The Accela software products ("Software") are protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in the Software and grants to Customer a limited, nonexclusive, nontransferable license to use the Software, up to the limitations determined by the license purchased, subject to the following terms and conditions:

1. Customer's subscription term commences on the date Accela provides appropriate access credentials to Customer's designated technical contact, indicating that the application services identified in the Order ("Subscribed Services") are available for Customer's subscription use. Said date is Customer's "Service Date" for purposes of designating the start of any subscription term. Subscription terms are twelve (12) calendar months in duration. The Subscribed Services are non-refundable, except as otherwise specifically-provided herein.
2. Accela retains full ownership in the Subscribed Services and grants to Customer a limited, nonexclusive, nontransferable right to use the Subscribed Services, subject to the following terms and conditions: a) The Subscribed Services are provided for use only by Customer employees and to the extent of their duties for Customer, Customer's agents, contractors and officials; b) Customer shall issue each authorized user a unique user identification code to enable such authorized user to access the Service as permitted hereunder and user identification codes shall not be shared, rotated, or issued on a concurrent-usage basis; c) Customer may not make any form of derivative work from the Subscribed Services; d) Customer may not obscure, alter, or remove any confidentiality or remove or modify any copyright, trademark, or other proprietary notices; e) Customer may use the Subscribed Services only to process transactions relating to properties within both its own geographical and political boundaries and may not sell, rent, assign, lend, or share any of its rights hereunder or duplicate, copy, reproduce or publish the Map Images other than for Customer's internal business purposes; f) Customer is responsible for all activities conducted using its user credentials and for its users' compliance with the provisions of these Terms and shall report to Accela any actual or suspected violations of these Terms; g) use the Map Images for other than through the Website and Service; and h) All rights not expressly granted to Customer are retained by Accela. Accela will make the Subscribed Services available to Customer pursuant to these Terms during a subscription term. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Accela regarding future functionality or features. Accela has no obligation for any claim based upon a modified version of the Subscribed Services, where such modifications were not made or authorized by Accela, or the combination or operation of the Subscribed Services with any product, data, or apparatus not provided by Accela.
3. The Subscribed Services will be hosted by Accela on Accela-owned equipment at a physically-secure commercial third-party hosting facility. Accela will perform system administration duties as required to maintain the service levels described below and to facilitate timely restoration of Customer's data and operations, if necessary, following unanticipated interruptions of the Subscribed Services. Accela will implement suitable network security measures to minimize the likelihood of unanticipated interruptions of the Subscribed Services. Accela will endeavor to provide Customer with no less than twenty-four (24) hours' notice prior to Subscribed Services unavailability due to planned maintenance (other than during Accela's standard maintenance window between the hours of 9:00 PM [21:00] Thursday and 1:00 AM [1:00] Friday Pacific time); Accela will endeavor to provide as much notice as is practicable under the circumstances for updates and fixes which may be applied on a more urgent basis. Accela will provide five (5) business days' notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature.

4. Excluding the foregoing events, Accela warrants that the Subscribed Services will be available no less than ninety-nine point nine percent (99.9%) of each calendar month during live production. For each month during which the availability of the Subscribed Services does not achieve the established standard, Accela will provide a credit to Customer's account as calculated pursuant to Section 12 below, provided that the substandard availability is timely identified by Customer in writing and can be objectively verified. Credits accumulated pursuant to this Section may be applied to additional Accela products and/or services, but will not be refunded to Customer.

5. The performance requirements for the Subscribed Services, excluding planned maintenance downtime, are below and apply to live-production environments. Uptime is calculated on a calendar month basis as $U=O/(M-P)*100$, where U is Uptime, O is the amount of operational uptime for the Subscribed Services during a given month, M is the number of minutes in the month, and P is the number of minutes of planned downtime during the month. Credits are calculated on pro-rated monthly fees.

Uptime	Credit
≥99.9%	None
<99.9% but ≥99.0%	15%
<99.0% but ≥95.0%	35%
<95.0%	100%

6. In support of the Subscribed Services, Accela will provide Customer with a) a telephone number to contact the Customer Resource Center (CRC), Accela's live technical support facility, which is available from 4:00 a.m. until 6:00 p.m. Pacific time Monday through Friday, excluding Accela's observed holidays; b) one or more electronic mail addresses to which Customer may submit routine or non-critical support requests, which Accela will address during its regular business hours; and c) access to archived software updates and other technical information in Accela's online support databases, which are continuously available. Where support is needed to address non-functioning or seriously impaired Services and there is no reasonable workaround available, Accela will promptly respond to the support request and use commercially reasonable efforts to provide updates toward resolution of the issue.

7. The following are not covered by these Terms and Conditions, but may be separately available at rates and on terms which may vary from those described herein: a) Services required due to misuse of the Subscribed Services; b) Services required by Customer to be performed by Accela outside of Accela's usual working hours; c) Services required due to external factors including, but not necessarily limited to, Customer's use of software or hardware not authorized by Accela; or d) Services required to resolve or work-around conditions which cannot be reproduced in Accela's support environment.

8. Customer warrants that it owns or has been authorized to provide the data to Accela. Customer retains full ownership of said data and grants to Accela a limited, nonexclusive, nontransferable license to use said data only to perform Accela's obligations in accordance with these Terms. Throughout the term of the agreement, upon the request of Customer, Accela will provide Customer with: (i) a copy of its data in a database dump file not more than once per calendar quarter, (ii) an APO property conversion upload, not more than twice per annual term, and (iii) a Crystal Report placement not more than ten (10) times per annual term. Within thirty (30) calendar days following the end of its final Subscribed Services term ("End of Term"), Customer may request that Accela provide a complete copy of Customer's data and associated documents, as updated or modified by Customer's use of the Subscribed Services, in a database dump file format. Accela will comply in a timely manner with such request, provided that Customer a) pays all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates; and b) pays any and all unpaid amounts due to Accela. Subject to the limitations above, Customer may authorize access to the Subscribed Services by creating unique user names and passwords ("Logins") up to the number of users indicated in the Order. Each Login must be assigned to a single individual and may not be shared or used by more than one such user. Customer may reassign any Login to another individual, provided that such reassignments do not circumvent the "single individual" requirement described in this Section. Customer acknowledges that transmissions and processing of Customer's electronic communications are fundamental to Customer's use of the Subscribed Services. Customer further acknowledges that portions of such transmissions and processing may occur within various computer networks not owned or operated by Accela. Customer agrees that

Accela is not responsible for any delays, losses, alterations, interceptions, or storage of its electronic communications which occur in computer networks not owned or operated by Accela.

9. Accela warrants that it has full power and authority to grant this license and that, as of the effective date, the Software does not infringe on any existing intellectual property rights of any third party. If a third party claims that the Software or Subscription Services do infringe, Accela may, at its sole option, secure for Customer the right to continue using the Software or Subscription Services or modify same 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.

10. Accela has no obligation for any claim based upon a modified version of the Software or the combination or operation of the Software with any product, data, or apparatus not provided by Accela. Accela provides no warranty whatsoever for any third-party hardware or software products. Except as expressly set forth herein, Accela disclaims any and all express and implied warranties, including but not necessarily limited to warranties of merchantability and fitness for a particular purpose. Third-party applications which utilize or rely upon the Services may be adversely affected by remedial or other actions performed pursuant to these Terms and Conditions; Accela bears no liability for and has no obligation to remedy such effects. Except as set forth herein, Accela provides all Subscribed Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables.

11. **LIMIT OF LIABILITY: ACCELA WILL, AT ALL TIMES DURING THE AGREEMENT, MAINTAIN APPROPRIATE INSURANCE COVERAGE. 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 CUSTOMER OR ANY OTHER PERSON OR ENTITY EXCEED THE FEES PAID TO ACCELA BY CUSTOMER 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.**

12. Either Accela or Customer may terminate if the other party materially breaches these Terms and Conditions and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration, all rights granted to Customer are cancelled and revert to Accela.

13. The limitations and waivers described in Sections 10, 11, and 13 will survive the End of Term. Section 8 will survive the End of Term for a period of thirty (30) calendar days or for so long as is required for Accela to complete its response to a Customer request made during said thirty-days period.

Authorized Signature

Date

ATTACHMENT B

RECOMMENDED SUPPLEMENTAL BUDGET ADJUSTMENTS 2018-19

<u>Fund</u>	<u>Budget Unit</u>	<u>Acct #</u>	<u>Budget Name</u>	<u>Account Name</u>	<u>Adjustment</u>
<u>262 Revenue</u>					
1100	262	707800	Building Inspection	Trust Fund Transfer	\$ 46,215
					\$ 46,215
<u>262 Expenditures</u>					
1100	262	2118	Building Inspection	Professional Services and Fees	\$ 46,215
					\$ 46,215