



COUNTY OF LOS ANGELES

CHIEF INFORMATION OFFICE

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LOS ANGELES, CALIFORNIA 90012

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April 1, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**JOINT RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER, CHIEF INFORMATION OFFICER, AND THE DIRECTOR OF PUBLIC WORKS FOR THE BOARD TO APPROVE THE AMENDMENT AND AUTHORIZE FUNDING FOR THE EXPANSION OF THE ELECTRONIC DEVELOPMENT AND PERMIT TRACKING SYSTEM AGREEMENT TO REGIONAL PLANNING, FIRE, AND DEPARTMENT OF HEALTH SERVICES' OFFICE OF ENVIRONMENTAL HEALTH.
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the use of funding from the Information Technology Fund (ITF), in the amount of \$3,600,000 to support the expansion of the Department of Public Works' (DPW) Electronic Development and Permit Tracking System (eDAPTS), to the Department of Regional Planning (DRP), Fire Department (Fire) and Department of Health Services' Office of Environmental Health (OEH).
2. Approve the amendment to the agreement with Accela, Inc. that will add the licensing, business process review, and implementation services for a uniform enterprise development, permitting and inspection tracking system that also meets the business requirements of the DPW as well as the permit and inspection business needs of DRP, Fire and OEH.
3. Instruct the Chair to sign the amendment.

PURPOSE OF RECOMMENDED ACTION

This action will allow the Chief Information Officer (CIO) to allocate designated ITF funds for the enhancement of the existing eDAPTS project. It is recommended that your Board approve \$3,600,000 for the amendment to DPW's eDAPTS agreement with Accela, Inc. to fund licensing and implementation services for the Accela development, permitting and inspection solution for DRP, Fire, and OEH and the anticipated one time costs for DPW to administer the application. In addition, this action will authorize the Chair to sign the amendment to the Board-approved eDAPTS agreement with Accela. The expansion project for DRP, Fire, and OEH is scheduled for completion by July 2005.

Implementation of Strategic Plan Goals

The recommended action supports the County's Strategic Plan Goals for Service Delivery, Organizational Effectiveness and Community Services. It addresses the following Goals:

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|------------|--|
| Goal No 1 | Service Excellence - Provide the public with easy access to quality information and services that are both beneficial and responsive. |
| Goal No 3: | Organizational Effectiveness – Ensure that service delivery systems are efficient, effective, and goal oriented. |
| Goal No 6 | Community Services - Improve the quality of life for the residents of Los Angeles County's unincorporated communities by offering a wide range of department coordinated services responsive to each community's specific needs. |

JUSTIFICATION

ITF will provide the funding for DRP, Fire, and OEH to purchase the software licenses and implementation services for the Accela enterprise solution for the issuance, monitoring and tracking of permits and inspections.

Early on in the eDAPTS project, the eDAPTS Steering Committee recognized the value of understanding the business processes of DRP, Fire and OEH as related to the design and implementation phase of the DPW project. Business functions of these departments were known to be integrally related to the DPW permitting process and ultimate design of the eDAPTS system. Your Board also recognized the integrated nature of the functions of the four departments when you approved the DPW contract

with Accela on June 18, 2002. At that time, you directed that prior to any departmental plan to migrate existing permitting processes to a system other than eDAPTS would require a unique business justification and approval of both the CIO and your Board.

Following your Board's approval of the eDAPTS agreement, the CIO and staff from the CAO began working with DRP, Fire and OEH to better understand their requirements and determine a way in which they could be included. Key to the reasons they were not included from the onset was the lack of available funding within each of the respective organizations. As it became clear that early participation would improve the functionality of the DPW system, it was recommended that the departments be included with funding coming from the ITF fund.

The Accela product is designed for multi-agency use for permitting and inspection tracking. DRP, Fire and OEH have other development, permitting and inspection needs as well as those that are integrated with DPW's processes. ITF funding will provide DRP, Fire and OEH with:

- Complete business process review and fit gap analysis;
- Purchase of Accela software licenses negotiated at a discounted price in the original eDAPTS contact with DPW;
- System modification and implementation services;
- Central computer hardware/software expansion and upgrades to support the expanded number of users and data storage requirements within the DPW computing environment;
- Training; and
- Handheld hardware for the field inspectors.

Implementation of Accela's product in DPW, DRP, Fire and OEH will fulfill the Boards direction pertaining to electronic government and web-enabled services. In this context the County will establish an enterprise inspection/abatement tracking system that will take advantage of the existing DPW project to develop a standard development and permit tracking system for all affected County departments.

DRP benefits include:

- Fulfills a number of action plan items included in the DRP Strategic Plan and Management Audit;
- Joint business process review/re-engineering and electronic integration of all collaborative DPW and DRP development and permit business functions;
- Replaces existing legacy development project/permit tracking system with a multi-departmental tracking system;

- Provides mitigation monitoring functions not now in existence;
- Fully integrates Geographic Information Systems data with DRP's permitting system;
- Enhances code enforcement operation through improved business processes and access to multi-departmental information;
- Provides more efficient use of technology in the field through the use of Personal Digital Assistants (PDAs) via wireless technology;
- Expands DRP's ability to provide planning, case and general information to DRP clients via the Internet;
- Promotes electronic sharing of data with other departments and agencies;
- Enhances the monitoring capabilities for program/employee performance measures;
- Improves the accuracy of inspection data and provides quicker retrieval of inspection results;
- Reduces the delay to access data from manual data entry from several weeks to next day data access; and
- Eventually will improve industry and citizen access to information about permits and enforcement activities.

Fire benefits include:

- Improves service delivery via integration of DPW, DRP, Treasurer-Tax Collector (TTC) and Fire's business processes supporting Land Development Plan Check activities;
- Replaces manual permitting, code enforcement and inspection processes;
- Enhances code enforcement operations through improved business process, access to information;
- Improves effectiveness and efficiency via handheld devices, which will allow 'on the spot' evaluation of code enforcement and inspection compliance;
- Electronic sharing of data with other departments and agencies;
- Significantly enhances internal reporting and performance management of activities supporting permitting, code enforcement and inspections;
- Improves the accuracy of inspectional data and provides quicker retrieval of inspection results;
- Reduces the delay to access data from manual data entry of several weeks to next day data access;
- Provides a web enabled tracking system for over 58 different types of permits; and
- Enhances services to contract cities and the public via web-enabled permit and inspection status reporting.

OEH benefits include:

- Electronic integration of all business functions that will be a part of the multi-departmental eDAPTS project;
- Replaces existing legacy tracking system with a multi-departmental system;
- Enhances code enforcement operation through improved business process, access to information;
- Provides more efficient use of technology in the field through the use of PDAs via wireless technology;
- Provides mitigation monitoring functions not now in existence;
- Automates the collection of Environmental Health inspectional data in food, housing, vector, water, solid waste, and recreational programs;
- Improves the accuracy of inspectional data and provides quicker retrieval of inspection results;
- Reduces the delay from manual data entry from several weeks to next day data access;
- Expands analysis capability to provide planning and general information by connecting Geographic Information System (GIS) to inspectional data;
- Eliminates the time delay of processing business applications or business changes with TTC for Public Health License and Permits;
- Improves the collection rate of annual public health licenses and permits;
- Promotes electronic sharing of data with other departments and agencies;
- Enhances the monitoring capabilities for program/employee performance measures; and
- Improves industry access by providing the ability to apply for certain public health licenses and permits on-line, and submission of plans.

FISCAL IMPACT/FINANCING

Upon approval by your Board, the ITF will fund the licensing, implementation services and hardware upgrades for DRP, Fire and OEH in the amount of \$3,600,000. The participating departments will be responsible for annual Accela maintenance costs of \$273,170 and approximately \$47,000 for their share of the DPW computer hardware/software production operating costs. Fire and OEH have indicated that they have sufficient funds in their proposed FY 03-04 budgets for the ongoing maintenance and staff resources necessary for implementation. Until the fit analysis is completed, Regional Planning is unable to determine whether they have adequate resources. If additional resources were necessary, Regional Planning would have to either identify additional funding sources or redirect resources from other budgeted activities.

Your Board has already approved the original DPW project in the amount of \$4,012,865. The expansion project for the additional three departments will cost \$6,481,530 for the remaining nine years of the project. The revised scope of the eDAPTS project will increase the total eDAPTS costs over the next ten years to \$10,394,395. The difference in the overall pricing between the DPW project and the expansion project is that DRP, Fire, and OEH will add another 1,454 named users to the DPW system. However, the cost per named user for DRP, Fire, and OEH has dropped significantly, as DPW negotiated significant discounts with Accela in the event that other Departments came onto the eDAPTS. Without those discounts the cost for the three departments would be considerably higher. Total costs for the project are:

	DPW	DRP, Fire, OEH	TOTAL
Software licenses	\$833,339	\$1,606,880	\$2,440,219
Implementation	1,687,840	1,763,000	3,550,840
Maintenance	1,239,586	2,881,530	4,121,116
Contingences	252,100	230,120	482,220
Total	\$4,012,865	\$6,481,530	\$10,394,395

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In anticipation of the expanded use of the Accela system, the existing Accela contract provides for enterprise pricing at a discounted rate for a limited period. County Counsel and the DPW have negotiated an amended contract with payment assigned to fixed price deliverables similar to the current agreement. The new amendment includes new requirements passed by the Board of Supervisors since the last signed agreement and includes Los Angeles County Code Chapter 2.203 (Contractor Employee Jury Service Program and the provision providing no payment for services following expiration/termination of agreement).


IMPACT ON CURRENT PROJECT

Bringing DRP, Fire and OEH into the DPW project will require a more thorough design phase and implementation process. The design phase will integrate the enterprise business functionality for DPW's land and building related permitting services with the other three departments. A key part of the design phase will be the need to conduct a business process review and fit gap analysis for the three departments current business processes as they relate to the interface to DPW. That interface will impact and require an adjustment in DPW's current implementation schedule. However, bringing the three departments into the project now will ensure a higher degree of integration during the design and development of the eDAPTS system.

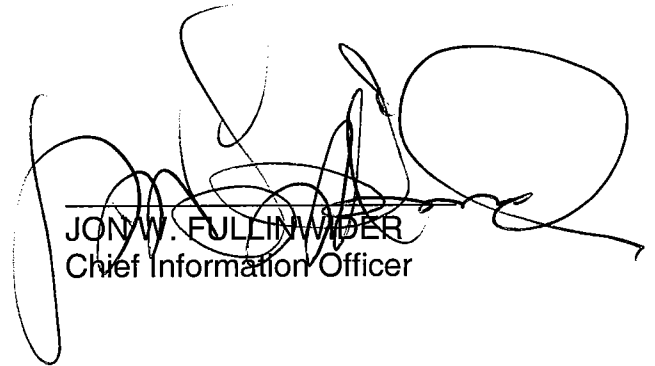
CONCLUSION

We request your Board authorize the expenditure of \$3,600,000 from the Information Technology Fund for an amendment to the DPW agreement with Accela, Inc. to expand the eDAPTS project to include the purchase and implementation services of the Accela development, permitting and inspection tracking system for DRP, Fire and OEH, and fund the necessary upgrade of computer hardware/software required to operate the expanded eDAPTS application. The amended agreement will be submitted in triplicate. Please have the Chair sign all three copies of the amendment. Please retain one copy for your files and return the other two copies to the Department of Public Works. The DPW will retain one copy of the agreement for its records and provide the other to the vendor.

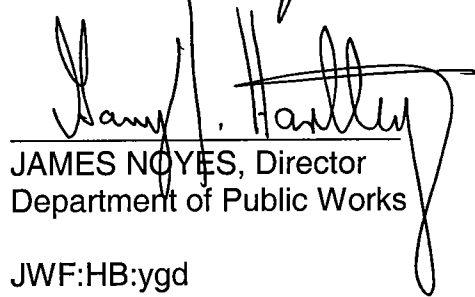
Respectfully submitted,



DAVID JANSSEN
Chief Administrative Officer



JON W. FULLINWIDER
Chief Information Officer



JAMES NOYES, Director
Department of Public Works

JWF:HB:ygd

- c: P. Michael Freeman, Fire Chief, Fire Department
- Dr. Thomas L Garthwaite, Director, Department of Health Services
- James E. Hartl, Planning Director, Department of Regional Planning
- eDAPTS Steering Committee

ADDENDUM NO. 1
To
DEVELOPMENT AND INSPECTION TRACKING SYSTEM AGREEMENT
BETWEEN
COUNTY OF LOS ANGELES
AND
ACCELA, INC.

Addendum No. 1 (the "Addendum"), effective as of March __, 2003, ("Addendum Effective Date") to the Development and Inspection Tracking System Agreement (the "Agreement"), dated on or about _____, 2002, made by and between the County of Los Angeles (hereinafter "County") and Accela, Inc. (successor in interest to Kiva, a Utah Corporation), a California corporation (hereinafter "Contractor").

1. Pursuant to Section 6.6 (Additional Entities) of the Agreement, County hereby exercises its right to add the following entities as Additional Entities under the Agreement: Department of Regional Planning, Fire Department and Department of Health Services' Office of Environmental Health.

2. The parties shall have forty-five (45) days from the Addendum Effective Date to develop a Project Agreement, as described in Section 6.6 (Additional Entities), for each of the new Additional Entities. When completed, the Project Agreement shall be attached as a schedule to the Statement of Work for the Agreement. If the parties are unable for any reason to agree upon a Project Agreement within the time prescribed, County may, in its sole discretion, elect to (i) extend the time for completion of the Project Agreement or (ii) terminate this Addendum without further obligation and receive a full refund of any fees paid hereunder. Notwithstanding the foregoing, County will compensate Contractor for Contractor's actual consulting efforts expended prior to the expiration of the forty-five-day period, as calculated with reference to the hourly rates described in Exhibit K to the Agreement. Such fees for the consulting efforts shall not exceed, in the aggregate, thirty thousand dollars (\$30,000) for work performed during the foregoing forty-five (45) day period.

3. Among other things, the Project Agreement shall include the names of each Additional Entities' Program Director, Program Manager, contact for notices, and contact for invoices, all as more fully described in section 6.6 (Additional Entities).

4. The license, support, and professional service fees associated with the Additional Entities shall be as set forth in Schedule 1 (Additional Entity Fees) hereto. Except as provided in Schedule 1 or a change order or amendment pursuant to Section 5 (Change Notices and Amendments), there are no other fees or charges to be paid by County in connection with the addition of the Additional Entities set forth in this Addendum.

5. In addition to the other obligations imposed on Contractor under the Agreement and this Addendum, the Agreement shall be amended to include the provisions set forth in Schedule 2 (Additional Requirements).

6. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Agreement.

7. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, the terms and conditions of this Addendum shall prevail.

8. With respect to the additional licenses and services described in this Addendum, the repayment terms described in Section 4.3 of the Agreement shall be inapplicable.

9. Except as provided herein, all other terms and conditions of the Agreement shall remain in full force and effect.


COUNTY OF LOS ANGELES

By: _____
Chairman, Board of Supervisors

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer and Clerk
Board of Supervisors of the
County of Los Angeles

By: _____

Accela, Inc.


By: Edward Ausherman
Title: VP, Business Operations
3/26/03

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By: 
Principal Deputy County Counsel

**Schedule 1
Additional Entity Fees**

Quantity	Description	Cost
94	User Licenses — Regional Planning	\$105,280.00
20	User Licenses — Regional Planning Inspectors	21,600.00
600	User Licenses — Fire Department	672,000.00
70	User Licenses — Fire Department Inspectors	75,600.00
220	User Licenses — Environmental Health	246,400.00
450	User Licenses — Environmental Health Inspectors	486,000.00
1	First-Year Annual Maintenance — Regional Planning	21,570.00
1	First-Year Annual Maintenance — Fire Department	127,092.00
1	First-Year Annual Maintenance — Environmental Health	124,508.00
N/A	Sales and Use Tax ¹	143,835.86
1	Implementation Services (includes Fit Analysis, Implementation, Reporting, Customization/Integrations, eBusiness Implementation) and Travel — Regional Planning	411,482.50
1	Training Services and Travel— Regional Planning ²	28,965.00
1	Implementation Services (includes Fit Analysis, Implementation, Reporting, Customization/Integrations, eBusiness Implementation) and Travel — Fire Department ³	298,746.25
1	Training Services and Travel — Fire Department ²	28,965.00
1	Implementation Services (includes Fit Analysis, Implementation, Reporting, Customization/Integrations, eBusiness Implementation) and Travel — Environmental Health ⁴	448,895.00
1	Training Services and Travel — Environmental Health ²	28,965.00
Total		\$3,269,904.61

¹ Assessed at 8.25% on all license fees and license portion of all maintenance fees (one-half [½] of all maintenance fees).

² Training is based upon a “Train the Trainer” approach, with classes strictly limited to no more than eighteen (18) students per class.

³ Hazardous Materials module is provided without customization.

⁴ Does not include Epidemiology.

- Implementation and Training Services hourly rates described above are as designated in Exhibit K of the Agreement. All travel and living expenses are included in the amounts identified in the table above. There shall be no additional charge to County for such expenses.
- County will be responsible for payment of all federal, state, and local taxes and duties (except those based on Contractor’s income). If County is exempt from

certain taxes, County shall provide Contractor with a certificate of exemption issued by the applicable taxing authority.

- License and Maintenance Fees shall be paid according to the following schedule:

The First Year Annual Maintenance fees shall be due and payable six (6) months from the Addendum Effective Date. Increases in the Annual Maintenance fees shall be subject to the limitations set forth in Section 9.3 of the Agreement;

Twenty percent (20%) of User License fees payable within ten (10) days of the Addendum Effective Date;

Twenty-eight percent (28%) of User License fees payable on issuance of the Certification of Completion (as set forth in Section 12.4 of the Agreement) for the implementation of the Licensed Software for the Additional Entities identified herein; and

The remaining fifty-two percent (52%) of User License fees to be paid at milestones during the Implementation of the Licensed Software for the Additional Entities identified herein. Such milestones to be agreed upon by the parties and set forth in the Project Agreement.

- Implementation and Training Services and Travel Costs will be billed to County based upon a milestone schedule to be established by the Parties as a component of the Project Agreement. All payments shall be subject to the provisions of Section 11 (Invoices and Payments), including, but not limited to, Section 11.2 (Withhold).

Schedule 2
Additional Requirements

No Payment for Services Provided Following Expiration/ Termination of Agreement. Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement, unless otherwise agreed in writing by the Parties. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

Compliance With The County's Jury Service Program.

A. Jury Service Program. This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such

subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Sub-paragraph may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.