



Board Agenda Item 49

DATE: December 12, 2023

TO: Board of Supervisors

SUBMITTED BY: Steven E. White, Director
Department of Public Works and Planning

SUBJECT: Agreement with Carahsoft to Acquire a Cloud-Based Enterprise Asset Management Platform

RECOMMENDED ACTION(S):

Approve and authorize the Chairman to execute an Agreement with Carahsoft Technology Corporation, for OpenGov, Inc.'s Cartegraph Cloud-Based Enterprise Asset Management Platform, through the NASPO Cooperative Agreement, effective December 15, 2023, not to exceed five consecutive years, which includes a two-year initial term and three optional one-year extensions, total compensation not to exceed \$1,265,979.

There is no additional Net County Cost associated with the recommend action which will authorize the Department of Public Works and Planning, Road Maintenance and Operation division (PWP-Roads) to utilize a cooperative agreement through the National Association of State Procurement Officials (NASPO), to procure software from Carahsoft Technology Corporation (Carahsoft), a value-added reseller. Carahsoft will provide a Software as a Service (SaaS) via OpenGov, Inc.'s (OpenGov) Cartegraph platform, and asset-management software, which will provide setup, integration, and training to PWP-Roads, for the ability to track work orders and provide reports suitable for the Federal Emergency Management Agency's (FEMA) processing of assistance requests and submittals of claims. FEMA has specific reporting requirements relating to disaster events occurring in the County, and the Cartegraph platform will assist in record-keeping related to claims submitted. This item is countywide.

ALTERNATIVE ACTION(S):

Should your Board choose to not approve the recommended agreement, the Department will continue using the existing system, which does not meet the reporting requirements for FEMA reimbursement.

FISCAL IMPACT:

There is no increase in Net County Cost associated with the recommended actions. Maximum compensation payable under the potential five-year agreement is \$1,265,979. Sufficient appropriations and estimated revenues are included in the PWP-Roads Org 45104514 FY 2023-24 Adopted Budget and will be included in subsequent annual budget requests and will be funded by departmental chargebacks.

DISCUSSION:

On September 15, 2017, Carahsoft entered into Participating Addendum No. 7-17-40-05 with the State of California, Department of General Services under NASPO's cooperative agreement No. AR2472. This agreement will allow PWP-Roads to purchase OpenGov's Cartegraph asset management system, which

aids the County in submitting FEMA assistance requests related to County disasters, such as the 2020 Creek Fire and the 2023 flooding events.

The Internal Services Department, Purchasing Division, has confirmed that the cooperative agreement follows the County's standard procurement protocols and procedures.

Under the recommended agreement, PWP-Roads will have access to OpenGov's Cartegraph asset management system, which includes Cartegraph Signal Domain, Stormwater Domain, Enterprise Integration, Asset Builder, Scenario Builder, Transportation Domain, and Professional Services Deployment supporting recordkeeping, which will provide assistance with documentation for FEMA submittals related to disaster events. This asset management software will assist PWP-Road's need for centralized reporting and data gathering, and will include a system that will collate tracked time, activity, location, and project notes. All claims shall be submitted through the FEMA portal. Web EOC will be the software the County uses to track FEMA claims.

The recommended agreement has a potential five-year term, which includes an initial two-year term with three optional one-year extensions. The total compensation payable under the initial term is \$516,920, which will increase by \$237,608, \$249,488, and \$261,963 in Years 3, 4, and 5 respectively. Under no circumstance shall the maximum compensation for the recommended agreement exceed \$1,265,979.

The recommended agreement does include additional terms, via an end-user license agreement (EULA). The County's Human Resources -Risk Department (HR-Risk) has reviewed the terms of the EULA and does not approve the Department accepting specific terms of the EULA, however, HR-Risk also recognizes that this language is standard for agreements of this nature. These provisions are, specifically:

- (1) No Obligation to Return Customer Data: The EULA includes language stating that OpenGov would be under no obligation to return the County's data back to the County;
- (2) Professional Services Warranty: Per the EULA, should professional services be performed by OpenGov in an unprofessional, unworkmanlike manner, and not in accordance with generally prevailing industry standards the County's only remedy is to have the work re-performed. If OpenGov is unable re-perform such work the County is entitled to recover the fees paid for the deficient work as long as written notice of a claim is given within 90 days of the initial performance; and
- (3) Limitation of Liability: The EULA includes limitation of liability by type and amount, and has some additional exclusions.
 - a. By Type: Neither OpenGov nor the County would be liable for the error, interruption of use, loss or inaccuracy of data, or loss of business. Additionally, neither party would be responsible for any indirect, exemplary, punitive, incidental, special, or consequential damages. Also, neither party would be responsible for anything reasonably beyond a party's control;
 - b. By Amount: This language limits the aggregate, cumulative liability for any claims that arise to be equal to fees paid in the 12 months prior to the act that gave rise to the claim; and
 - c. Exclusion: Limitation of liability does not apply to claims based on intentional breach of obligations relating to confidentiality, claims that arise out of fraud or willful misconduct, or infringement on intellectual property rights.

Again, while HR-Risk advises against accepting the above language, it recognizes this language is standard. PWP is willing to accept this language due to the reasons listed below. Also, per the terms of the recommended agreement, the County's standard language does take precedence over any of the other language in the, agreement in the event of any inconsistency.

- (1) No Obligation to Return Customer Data: The County has the ability to download the customer data at any time during the agreement, excluding routine software maintenance periods, and all customer

- data will be deleted upon termination of the contract;
- (2) Professional Services Warranty: The PWP agrees that these are reasonable terms; effectively, the County can either have work reformed or recoup costs for any that OpenGov is unable to reperform should professional services not be performed appropriately initially; and
 - (3) Limitation of Liability: PWP does not expect OpenGov to be held liable for the County's misuse of the software.

Approval of the recommended action will allow PWP-Roads to enter into an agreement with Carahsoft for the implementation and continual maintenance of OpenGov's Cartegraph solution, which provides a unique set of modules that will enable the detailed accounting, support, and record keeping to support in-house operations and approval of FEMA reimbursement from disaster events.

ATTACHMENTS INCLUDED AND/OR ON FILE:

On file with Clerk - Agreement with Carahsoft Technology Corporation

CAO ANALYST:

Salvador Espino