

JUN 19 2007
LOS ANGELES FIRE DEPARTMENT



DOUGLAS L. BARRY
INTERIM FIRE CHIEF

June 13, 2007

BOARD OF FIRE COMMISSIONERS
FILE NO. **BFC 07-054**

TO: Board of Fire Commissioners

FROM: Douglas L. Barry, Interim Fire Chief *DLB*

SUBJECT: FIRE PREVENTION CERTIFIED UNIFIED PROGRAM AGENCY'S CONTRACT WITH DECADE FOR THE ENVISION SOFTWARE SUPPORT SERVICES AND LICENSES

FINAL ACTION:	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Corrections	<input type="checkbox"/> Withdrawn
	<input type="checkbox"/> Denied	<input type="checkbox"/> Received & Filed	<input type="checkbox"/> Other

Recommendations:

That the Board:

Recommends the attached contract with Decade Software Company, LLC, for License and Support Services be approved subject to the approval by the Office of the City Attorney. The duration of the proposed contract will be two (2) years at \$44,500 per year from August 1, 2007 to July 31, 2009.

Summary:

The Los Angeles Fire Department was certified as a Unified Program Agency in July 1997. As a Certified Unified Program Agency (CUPA), the Department is charged with the responsibility of implementing State and Federal hazardous materials and hazardous waste regulations for facilities within the jurisdiction of the City of Los Angeles. This responsibility includes: inspections, funding distribution, billing and fee collection, and permitting for six (6) CUPA program elements. Furthermore, as a CUPA, the Department is required by State law to collect and maintain hundreds of data elements for over 11,000 businesses regulated by the program.

The Envision software is comprehensive software that tracks and records inspecting, permitting, invoicing, and billing activities. Envision is in use by over 40 Unified Program agencies in California including the Los Angeles, San Bernardino, and Santa Barbara County Fire Departments; Cities of San Francisco, Long Beach, and Vernon; and Counties of Kern, Orange, and Sacramento.

Conclusion:

Contract with Decade Software Company, LLC will ensure continued support and use of the Envision software and is essential for the operation of Departments' CUPA program.

Board report prepared by William D. Bloemhof, Director of Systems, LAFD - ASB/MIS

AGREEMENT NO. _____
BETWEEN
THE CITY OF LOS ANGELES
AND
DECADE SOFTWARE COMPANY, LLC
FOR
LICENSE AND SUPPORT SERVICES

THIS AGREEMENT is made and entered into between the City of Los Angeles, a municipal corporation, acting by and through its Los Angeles Fire Department (herein after collectively referred to as the "City", and Decade Software Company, LLC, herein after referred to as the "Contractor".

WHEREAS, the City requires the services of a qualified company to provide consultation, training, and technical support; and

WHEREAS, the City desires to obtain the services of a contractor to perform said services, which are of an expert and professional nature; and

WHEREAS, the City, subject to intends to award contract to Decade Software Company to provide consultation, training and technical support for a period commencing August 1, 2007 through July 31, 2009, unless otherwise terminated by the City; and

WHEREAS, the services to be performed are temporary and occasional in nature; and

WHEREAS, the parties hereto wish to enter into an agreement pursuant to which the Contractor will perform the work and furnish the services as described herein for the consideration and upon the terms and conditions as hereinafter provided.

NOW, THEREFORE, in consideration of the above premises and of the terms, covenants and considerations set forth herein, the parties hereto agree as follows:

ARTICLE I. PARTIES TO AGREEMENT, REPRESENTATIVES AND NOTICES

A. The parties to this Agreement are:

1. City - The City of Los Angeles, a municipal corporation, having its principal offices at 200 North Spring Street, Los Angeles, California 90012.
2. Contractor – Decade Software Company, a Limited Liability Company , having its principal office at 4201 West Shaw Avenue, #102, Fresno, California 93722.

B. The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands and communications will be given are as follows:

1. The City's representative will be as follows, unless otherwise stated in this Contract:

Douglas Barry, Interim Fire Chief
200 North Main Street, Room 1800
Los Angeles, California 90012

2. With copies to:

Kathy Nguyen
Bureau of Administrative Services, MIS Division
Los Angeles Fire Department
200 North Main Street, Room 1600
Los Angeles, California 90012
Phone: (213) 978-3498
Fax: (213) 978-3416
E-mail: kathy.nguyen@lacity.org

3. The Contractor's representative will be:

Maria Mayes, Director of Marketing
Decade Software Company, LLC
4201 West Shaw Avenue, #102
Fresno, California, 93722
Phone: (559) 444-1800 Ext. 723
Fax: (559) 445-1652
E-mail: mariamayes@decadesoftware.com

- C. Formal notices, demands and communications to be given hereunder by either party will be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of receipt.
- D. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice will be given, in accord with this Article, within five (5) working days of said change.

ARTICLE 2. SOFTWARE

A. Description

This Agreement is for the use and support of the Contractor software product(s) identified in the Appendix A, Client Volume Levels and system Applications Used section.

The Software includes computer programs, in object form, and all related documentation, materials, and all modifications made hereafter, in whole or in part. The Software is owned and copyrighted by Decade Software Company, LLC. City will have no rights other than the license use rights granted in this Agreement.

ARTICLE 3. LICENSE

By this Agreement, City is granted a non-transferable, non-exclusive license to use the Software only on City's computer system and for City's purposes on a system as described below. City agrees to not allow access to the Software to any third party without written permission from Contractor.

Version 3.4 of the Envision Software will be installed in a City server environment for use by the Fire Department CUPA Program. The Software will be installed on two servers, one as a production environment and one as a test environment. These servers will connect users using LAN connections. All hardware and network connections will be provided and maintained by the Los Angeles Fire Department.

City computer system and location(s) description:

Los Angeles Fire Department
200 North Main Street
Los Angeles, CA, 90012

City may copy Software only for backup and archival purposes. City agrees to maintain appropriate records on the quantity and location of all such copies, and produce same on demand by Contractor. City agrees to include the Contractor copyright notice on all copies, in whole or in part, in any form. City agrees to

receive prior written approval from Contractor before copying any portion of the Software for any other purpose.

ARTICLE 4. TERM OF AGREEMENT

- A. The term of this Agreement will become effective 08/01/07 or when Contractor provides the Software or services hereunder, whichever is earlier. The month and day of the effective date shall determine the anniversary date (hereinafter "Anniversary Date"). This Agreement is for two (2) years and will terminate on 07/31/09, unless otherwise terminated.
- B. Either party may terminate this Agreement by giving the other party at least 30 days prior written notice.

ARTICLE 5. CONTRACTOR'S AND CITY'S RESPONSIBILITIES

- A Contractor is responsible for providing support services detailed in Article 6.B excluding the items in Article 6.C.**
- B City is responsible for the following:**
 - 1. Provide knowledgeable, competent operators with an understanding of City's Operations.
 - 2. Schedule on-site or classroom training to properly prepare City's staff for using the Software.
 - 3. Backup files and programs daily, or whenever they change, and keep the backup in a secure place.
 - 4. Notify contractor as soon as problems appear.

Notwithstanding any other provision of this Agreement, any changes or additions thereto, including changes that will increase the City's total obligation will be accomplished only by a properly authorized written amendment to this Agreement. The City will not recognize any changes or additions made without the City's written authorization and the City will not be obligated to make any payment for such changes or additions.

ARTICLE 6. COMPENSATION AND METHOD OF PAYMENT

A. PRICES AND TAXES

Client Volume Levels and System Applications Used, Appendix A, contains the volumes used to calculate the license and support fee to be paid to the contractor. The City warrants that the volumes are as accurate as can be estimated, and agrees that the license and support fee can be increased at any time, and billed retroactively, if the contractor determines the volumes have been

underestimated. The price for the term beginning 08/01/07 and ending 07/31/09 is provided in Total Fees, Appendix C.

Per year, license and support fees may increase due to any one of the following triggering events:

Triggering Event	Definition
City increase in record volume	To determine the increase based on volume, Appendix A will be used as a benchmark for determining volume increases and adjustments in City's use of system applications. City will allow Contractor to log onto City's system at least once per year approximately 90 days prior to the Anniversary Date to check the volumes.
City increase in use of applications	For price increases based on an increase in the use of applications, Contractor will amend the Agreement to include the additional applications at the prevailing rates.
An increase in the current Consumer Price Index (CPI-U)	Contractor may request for per year license and support fee escalation in accordance with the current consumer price index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower. For purposes of this section, "consumer price index" shall mean the Consumer Price Index - All Urban Consumers - United States Average - All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.

If the Contractor elects to increase prices for any successive term, the Contractor will notify the City in writing at least 60 days prior to the end of the then current term.

Appendix C, Total Fees, contains Agreement term license fees, training, conversion fees, and other first year or one-time fees. These fees are due and payable when invoiced.

Article 6 C, Items Not Covered by the License and Support Fee, lists products and services that are not included in the support and license fee. Fees for City's use of these items are due and payable when invoiced.

Contractor reserves the right to withhold services for non-payment of fees. Services withheld for non-payment include telephone support, software enhancements, etc.

Any tax, such as sales and use taxes, exclusive of property and income taxes, that the Contractor is required to collect or pay based upon the sale or delivery of products or services under this Agreement shall be paid by the City to the Contractor, or the City shall pay directly to the taxing agency with proof of

payment provided to the Contractor. This obligation extends retroactively if so assessed by a taxing agency.

If the City is using the Software in California, and receives the Software on tangible personal property (for example floppy disks, magnetic tape, Zip disk, CD-ROM, or any other medium by which the software is temporarily stored to effect transfer to the City'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 Software is received by the City over communication lines, via the Internet, a bulletin board service or through a direct connection between the City and the Contractor 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 Software, are not.

If the City is using the Software in a state other than California then the City is responsible for knowing the sales and use tax rules of that state.

Contractor will assess and the City 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.

B. SUPPORT SERVICES

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

- | | |
|----------------------|--|
| 1. Telephone Support | Contractor provides telephone support via a toll free number for City's usability questions and/or problem resolution. Support is provided during Contractor's regular business hours (8:00 A.M. to 5:00 P.M., Pacific Time, Monday through Friday, with Federal and State holidays excluded.) Issues can be reported 24-hours a day by e-mail, fax or telephone. Contractor supports both the applications developed in-house and the database backend on which these applications run. |
| 2. Web-based Support | The City has 24-hour access to Contractor web resources. This includes all system documentation, Envision Upgrade Files, and weekly "Did You Know?" newsletter of system workflows tips. Web resources allow clients to search Contractor's Knowledge Base of known issues and suggestions and instantly send issues to technical support staff via an online support form. |

3. Software
Maintenance

Contractor will provide software maintenance, which includes defect fixes, and any other required modifications to keep the Software in conformance with the specifications contained in the then current Contractor reference manual. Contractor will amend the specifications only to remove documentation errors, provide consistency of interpretation or describe improvements to the Software. Contractor will correct any error or malfunction in the Software that prevents it from operating in conformance with the specifications, or Contractor will provide a commercially reasonable alternative that will conform to the specifications.

If City's system is inoperable due to a reproducible error or malfunction, and City is using the current release of the Software, Contractor will provide continuous effort to correct the error or malfunction.

4. Software
Upgrades and
Enhancements

Contractor will periodically make software upgrades and enhancements available to the City. Contractor will provide the necessary instructions and software tools so City can make the upgrades and modifications.

City will make best efforts to maintain its system at the current release level of the software. Contractor will not be obligated to apply software updates or patches to the prior version's executable. Contractor will provide support for prior versions one year after a new version has been released in the following forms: usability, technical support and workarounds which may include the delivery of SQL scripts for problem resolution.

Corresponding definitions:

Release

The term release refers to the act of Contractor making available a new version (as defined below) of the Software to City. Contractor makes releases available by publishing a version upgrade file on Contractor's website available for download by the City over the Internet.

Version

The term version refers to a number which identifies the release of an update to the Software (i.e. version 2.0). Each update made available for use by a client receives a sequential version number.

Software Updates

Enhancements or changes to the Software which require changes to the programming code of the Software executable. Such updates are made available in release versions as defined above.

Software Patches

Patches are changes required to fix Software defects, which require changes to the programming code of the Software executable. Such patches are made available in release versions as defined above.

Contractor will have the sole discretion to decide if new Software is a no charge upgrade or enhancement or a billable offering. Billable offerings are optional, and City will not be required to purchase them to maintain the current release level.

SQL Script

SQL Scripts are written by Contractor to resolve a specific problem in Client's system and delivered to the Client for the Client to run against their current installed version of the Software and database.

5. User Group Meetings
User group meetings occur on a monthly basis. These meetings allow users to share ideas, workflows, etc. City may send representatives to any user group meeting conducted by Contractor clients.
6. Refresher Training
There will be no charge for refresher training conducted at Contractor's office, or via teleconferencing, or web/internet, on mutually agreeable dates, if the material was covered and the attendee(s) was included in City's initial training. Refresher training does not include training for new Software or City staff that has not been trained before.
7. List Server
Contractor's clients use a list server to share information. Envision workflows, environmental regulation workflows, user-customized reports, and general questions and answers are available.
8. Decade Exchange
Decade Exchange is a web-based file exchange solution that provides a secure area where clients can share files. Clients have the freedom to upload/download useful reports, scripts, and other files at the time most convenient to them.

Clients have a searchable archive of environmental regulation workflows, Envision workflows, user-customized reports, scripts, and general questions and answers that can be accessed through keyword searches. Users have the option of drilling down through categories or searching for files by using a search dialog box.
9. Client Relationship Management
The Client Relationship Management (CRM) software application enables Contractor to manage every aspect of our relationship with the City. City information acquired from sales, marketing, City service, and support is captured and stored in a centralized database to improve City satisfaction.

C. ITEMS NOT COVERED BY THE LICENSE AND SUPPORT FEE

The following services will be provided on a fee basis. Appendix C, Total Fees contains prices for Agreement term license fees, services, and prices agreed upon as a condition of this Agreement. Services not specifically included in Appendix C will be estimated, or bid, at City's request, and invoiced at Contractor's then prevailing rates.

- | | |
|---|--|
| 1. Support Initiated Outside Normal Working Hours | Contractor's normal working hours are 8:00 A.M. to 5:00 P.M., Pacific Time, Monday through Friday, with Federal and State holidays excluded. If City requires or initiates service outside these hours, City will pay for such support at Contractor's prevailing rates. |
| 2. Data Correction or Restoration | Unless caused by Contractor's negligence. |
| 3. Data Conversion | |
| 4. Custom Programming | |
| 5. Initial and New Staff Training | |

City will reimburse Contractor for out-of-pocket costs expended by Contractor on City's behalf, unless such costs are incurred as a result of Contractor's negligence. These costs can include parts and supplies, media and reproduction costs, travel expense, and long distance telephone calls initiated from Contractor to City's computer.

D. INVOICES

The invoice must include the following information:

1. Name and address of company or firm
2. Name and address of (City) department being billed
3. Date of the invoice and period covered
4. Reference to contract number or authority (purchase order) number
5. Reference to Task Order or Notice to Proceed*
6. Description of completed task and amount due for the task
7. Summary of name, title, hours, and rate and total due for personnel working on the time, and timesheets supporting the charges*
8. Summary of travel charges detailed by name of traveler, destination purpose of travel and amount expended, supported by personal expense statements as detailed in the Travel Section of this contract*

9. Original manufacturer's invoice for items where cost or cost plus is supported by contract
 10. Payment terms, total due, and due date
 11. Certification by a duly authorized officer
 12. Total due and payment terms
 13. Discounts and terms*
 14. Remittance Address (if different from company address)
- (* if applicable)

All invoices will be submitted on the Company's letterhead, contain the company's official logo, or contain other unique and identifying information such as name and address of company or individual. Evidence that tasks have been completed, in the form of a report, brochure, or photograph, must be attached to all invoices. Invoices must be submitted within thirty (30) days of service, or monthly, and will be payable to the Contractor no later than thirty (30) days after acknowledged receipt of a complete invoice. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the City manager.

Invoices and supporting documentation will be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for any costs incurred for invoice preparation. The City may request, in writing, changes to the content and format of the invoices and supporting documentation to substantiate costs at any time.

E. TRAVEL

All travel must be conducted in conformance with City policies and procedures. City travel policy and procedures are attached as Exhibit 1. Travel must be billed and reimbursed via the Contractor's monthly invoice.

Travel expenses must be detailed on the City's Personal Expense Statement form, or a similar format. An original personal expense statement, signed by the traveler and certified by a duly authorized officer of the company, will be submitted with original receipts for all travel expenses. Travel expenses that are not supported with original documentation are not reimbursable. All original expense statements and original receipts are considered part of official invoices and are official property of the City.

ARTICLE 7. RATIFICATION CLAUSE

Due to the need for the Contractor's services to be provided continuously on an ongoing basis, the Contractor may have provided services prior to the execution of this Contract. To the extent that said services were performed in accordance with the terms and conditions of this Contract, those services are hereby ratified.

ARTICLE 8 . CITY'S RESPONSIBILITIES UPON TERMINATION

The City will cease using the Software immediately upon termination. Within 30 days after termination, for any reason, the City will furnish Contractor an affidavit certifying that the original and all copies, in whole or in part, of the Software have been returned to the Contractor or destroyed by the City.

In the event of termination, Contractor will be paid for the services performed prior to the termination date.

If City has prepaid for usage, after termination Contractor will reimburse City for the unused prepayment amount.

ARTICLE 9. LIMITATION OF CONTRACTOR'S LIABILITY

Contractor warrants that the media used to deliver the Software to City is free from mechanical or recording defects, and if such defects are found, Contractor will immediately replace the defective media.

Contractor will not be liable for any damage resulting from loss of data (unless caused by Contractor staff accessing City's computers), profits, use of products, claims by third parties, or for any incidental or consequential damages. Punitive damages are not permitted under any circumstances.

THIS SOFTWARE IS PROVIDED SUBJECT TO THE WARRANTIES AND REMEDIES JUST EXPRESSED, AND IN THE SOFTWARE MAINTENANCE SECTION OF THIS AGREEMENT (ARTICLE 6.B.2), IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE BOTH OF WHICH ARE SPECIFICALLY EXCLUDED.

ARTICLE 10. ASSIGNMENT BY CONTRACTOR

Contractor will have, upon the written approval from the City, the right to arrange, through contract or otherwise, with any person or organization, to provide product or services to satisfy Contractor's obligations of this Agreement.

ARTICLE 11. GENERAL

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.

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.

This Agreement shall be governed by California law.

In the event litigation is required to enforce performance of this Agreement, each party will bear its own cost. This Agreement replaces all other prior agreements, orally or in writing, relating to the subject matter contained herein, including any made by other parties such as distributors, consultants, dealers or resellers. This Agreement can only be modified in writing as approved by authorized signatories of both parties.

This Agreement is binding upon and shall inure to the benefit of the legal successors and assigns of the parties.

The person signing this Agreement on behalf of City warrants that they have read and understand all the terms and conditions contained herein, are authorized to sign on behalf of City, and accept personal responsibility for damages if they are not so authorized.

ARTICLE 12. STANDARD CONTRACT PROVISIONS

The Contractor will comply with the *Standard Provisions for City Contracts* (Rev.10/03), attached hereto as Attachment A and hereby incorporated into and made a part of this Contract.

ARTICLE 13. INSURANCE REQUIREMENTS

The Contractor is required to carry and maintain insurance coverage at a level that has been determined by the City's Risk Manager, with the City named as an additional insured, throughout the term of this Agreement. The types of levels of insurance coverage are specified in Exhibit 1 of Attachment A of this Agreement. The Contractor is required to provide proof of insurance at the time of contract execution.

SECTION 14. ENTIRE CONTRACT

This Agreement contains the full and complete Agreement between the two parties. No verbal Agreement or conversation between Contractor and any officer or employee of the City will effect or modify any of the terms and conditions of this Agreement.

IN WITNESS THEREOF, the parties hereto have executed by this Agreement to be executed by their respective duly authorized representatives.

DATE: _____

For: THE CITY OF LOS ANGELES

By: *Douglas Barry*
DOUGLAS L. BARRY
INTERIM FIRE CHIEF

DATE: _____

For: DECADE SOFTWARE COMPANY, LLC

By: _____
KEVIN DELANEY
Decade Representative

APPROVED AS TO FORM:

ROCKARD J. DELGADILLO
City Attorney

ATTEST:

FRANK T. MARTINEZ
City Clerk

By: _____
Laurel L. Lightner
Assistant City Attorney

By: _____
Deputy City Clerk

DATE: _____

DATE: _____

City Business License Number: _____

Internal Revenue Service ID Number: _____

Agreement Number: C-_____

Appendix A Client Volume Levels and System Applications Used

Client Volume Levels

Client: Los Angeles Fire Department

Client Address: 200 N. Main Street, Los Angeles, CA 90012

Inspectors and Program Areas	Numbers
Number of Employees/Inspectors tracked.	16
Number of Inspectors using Field Inspection Software.	7
Number of Inspectors using Envision Connect for the Mobile Inspector.	0
Program Areas Monitored using Envision.	5

Highly-Regulated, High Volume Records			
Items	Number of Records	Items	Number of Records
Underground Storage Tanks	1,700	Cal Arp	70
Hazardous Materials	8,000	Site Remediation	1000
Hazardous Waste (managed by PA)	5,800	[Program Type]	[00]

Applications Licensed for Use by this Agreement

The applications checked in this section are licensed by this agreement.

Envision

Core System, and its Support Code tables, with primary applications consisting of:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Owner | <input checked="" type="checkbox"/> Event Tracking |
| <input checked="" type="checkbox"/> Co-Owner | <input checked="" type="checkbox"/> E-mail Integration |
| <input checked="" type="checkbox"/> Facility | <input checked="" type="checkbox"/> Self Audit |
| <input checked="" type="checkbox"/> General Health Program | <input checked="" type="checkbox"/> Travel Expense Logging |
| <input checked="" type="checkbox"/> General Health Permit | <input checked="" type="checkbox"/> Violation Logging |
| <input checked="" type="checkbox"/> Daily Activity Logging | <input checked="" type="checkbox"/> Violation Enforcement Logging |
| <input checked="" type="checkbox"/> Complaint | <input checked="" type="checkbox"/> Involved People |
| <input checked="" type="checkbox"/> Service Request | <input checked="" type="checkbox"/> Certified Professionals |
| <input checked="" type="checkbox"/> Comments | |

Program Specific Applications, and its Support Code tables, with primary applications consisting of:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Hazardous Materials | <input checked="" type="checkbox"/> Site Remediation |
| <input checked="" type="checkbox"/> Hazardous Waste | <input checked="" type="checkbox"/> Underground Storage Tanks |
| <input type="checkbox"/> Onsite Septic | <input checked="" type="checkbox"/> Underground Storage Tank Owners |
| <input type="checkbox"/> Public Water System | <input type="checkbox"/> Water Wells |
| <input checked="" type="checkbox"/> Recyclable Materials | |

Financials, and its Support Code tables, with primary applications consisting of:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Accounts Receivable | <input checked="" type="checkbox"/> Scheduled Invoice Items |
| <input checked="" type="checkbox"/> Invoices | <input checked="" type="checkbox"/> Batch Payment Posting |
| <input checked="" type="checkbox"/> Invoice Line Items | <input checked="" type="checkbox"/> Daily Balances |
| <input checked="" type="checkbox"/> Transactions History | <input checked="" type="checkbox"/> Bar Code Payments |

Administration, and its Support Code tables with primary applications consisting of:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Employee | <input checked="" type="checkbox"/> Employee Health and Accident Logging |
| <input checked="" type="checkbox"/> Employee Training Received | <input checked="" type="checkbox"/> Processing Errors |

Envision Connect

EnvisionConnect software for the Mobile Inspector and its Support Code tables consisting of:

- ☒ EnvisionConnect
- ☒ EnvisionConnect Remote Field Use
- ☐ Event Scheduler (e.g. Household Hazardous Waste)

Field Inspection System

Field Inspection System (FIS) software and its Support Code tables consisting of:

- ☒ City is licensed to deploy a desktop, non-replicated, version of the Field Inspection System. This does not allow the use of the system on handheld computers.
- ☒ City is licensed to deploy a remote replicated version of the Field Inspection System.

CUPASoft Interface

CUPASoft Interface consisting of the following forms:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Business Activities | <input checked="" type="checkbox"/> Onsite Treatment Unit |
| <input checked="" type="checkbox"/> Business Identification | <input checked="" type="checkbox"/> Small Quantity Treatment |
| <input checked="" type="checkbox"/> Chemical Description | <input checked="" type="checkbox"/> Specified Waste Streams |
| <input checked="" type="checkbox"/> UST Tank - Page 1 | <input checked="" type="checkbox"/> Conditionally Authorized |
| <input checked="" type="checkbox"/> UST Tank - Page 2 | <input checked="" type="checkbox"/> Permit by Rule |
| <input checked="" type="checkbox"/> UST Installation | <input checked="" type="checkbox"/> Conditionally Exempt |
| <input checked="" type="checkbox"/> Recycle Materials - Page 1 | <input checked="" type="checkbox"/> Certification of Financial Assurance |
| <input checked="" type="checkbox"/> Recycle Materials - Page 2 | <input checked="" type="checkbox"/> Remote Waste Consolidation |
| <input checked="" type="checkbox"/> Onsite Treatment Facility | <input checked="" type="checkbox"/> Hazard Waste Tank Closure |

PA to CUPA Transfer Process (PACT)

One Participating Agency will be submitting data through PACT

Facility details and financial data that will be transferred via PACT include the following:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Owner | <input checked="" type="checkbox"/> Hazardous Waste |
| <input checked="" type="checkbox"/> Facility | <input type="checkbox"/> Underground Storage Tanks |
| <input checked="" type="checkbox"/> General Health Program | <input type="checkbox"/> Above Ground Storage Tanks |
| <input type="checkbox"/> Hazardous Materials | <input type="checkbox"/> Site Remediation |

Envision Press-Agent

Envision Press-Agent software consisting of:

- ☐ Inspection Results Web Publication
- ☐ Establishment Search
- ☐ View List of Regulated Activities
- ☐ View List of Inspections
- ☐ View Violations

UDF Editor

User Defined Fields (UDF) tool set consisting of:

- ☒ UDF Export/Import Tool
- ☒ UDF Editor

Envision Extender

Envision Extender software tool consisting of:

- ☐ External Database Lookup
- ☐ Data Maintenance Tool

Envision Extender was included as a licensed product during prior license terms however it has not been placed in production at the City's site. As such the Envision Extender license fees will be assessed when City has placed Envision Extender into production.

Epitome

Epitome software and its Support Code tables consisting of:

- ☐ Immunization Tracking
- ☐ Immunization Scheduler

Batch Payments Import

Batch Payments Import and Payment Processing software consisting of:

- ☒ Payment Records Import Tool
- ☒ Batch Payments Import Suspense
- ☒ Batch Payments Processing
- ☒ Batch Payments Activity Log
- ☒ Batch Processing Reports

Appendix B Professional Services

The items checked in this section are included in this Amendment

Contractor will provide the following professional services to City on as needed basis. Any professional services requested of Contractor will require authorization through a Professional Service Requests (PSR) signed by both parties.

- ☒ Custom Programming of Procedure/Functionality/Feature/Enhancement
- ☒ Custom Report
A request for a custom report requires a description of the report content and use.
- ☒ Training
A request for training requires an overview of what the City wants covered and the number of attendees, location, etc.

Requests for professional services that impact the cost or the method of implementation will be managed through documented Professional Service Requests (PSR). A PSR will be delivered to City when there is a request for additional project services that will potentially result in additional fees.

PSRs can be initiated by Contractor or by the City. The initiator of the PSR will document the relevant information on the PSR. The following PSR processes will occur:

- Contractor delivers PSR to City.
- City accepts with written approval within 10 days of receipt.
- Contractor delivers price proposal upon acceptance of PSR based on the rates listed in Appendix E.

City has allocated funds for use for Professional Services and/or additional license fees as identified in Appendix C. Contractor will bill for actual amount of hours completed based on the work defined in the PSR and the rates identified in Appendix E. In the event additional hours are required, above what is covered under the funds available through this Agreement, Contractor will need authorization through an Amendment to the Agreement before commencing work on the additional hours.

Note: Amendment 1 to the original Agreement included implementation of Contractor's Envision Extender application. Implementation of Envision Extender was included in Implementation Project Plan and basic training for the application was provided. However, the tool was never completely implemented and is not currently in productive use at the City's site. Contractor will assess license fees for Envision Extender when it is placed in production at the rate identified in Appendix C.

Appendix C Total Fees

The items checked in this section are included in this agreement.

Fee Schedule

Fee Item	Initial Term Fee
<input checked="" type="checkbox"/> License and Support for LAFD including: <ul style="list-style-type: none"> ▪ Use of Envision and EnvisionConnect – 16 Inspectors ▪ Use FIS and EnvisionConnect Remote– 7 inspectors ▪ CUPAsoft at no additional charge <p>Note if additional inspectors are added during the license term, Contractor will invoice for the additional license fees based on a rate of \$1,622.22 per each Inspector for Envision and \$600.00 per each Inspector for FIS.</p>	\$ 30,155.52
<input checked="" type="checkbox"/> License and Support for PACT	\$ 4,000.00
<input checked="" type="checkbox"/> License and Support for Envision Extender	\$ 0.00
<p>Note: A \$4,400.00 license fee will be added at the time Extender is placed into production at City's site. If City placed extender in production during the 8/1/06 – 7/31/07 term the City will be charged a prorated portion of the \$4,400.00 license fee.</p>	
<input checked="" type="checkbox"/> License and Support for Batch Payments	\$ 2,200.00
<input checked="" type="checkbox"/> Professional Services/Additional License Fees	\$ 8,144.48
<p>This amount is set aside to be used for Professional Services and/or licenses fees not to exceed a combined total of this amount.</p> <p>Contractor will provide professional services for City in accordance with Appendix B of this Agreement based on the rates provided in Appendix E of this Agreement.</p>	
<input checked="" type="checkbox"/> Taxes	\$ 0.00
<hr/>	
Total	\$ 44,500

Appendix D Payment Schedule

First Year License and Support Fees		
Payment Amount/ Percentage	Milestone	
100 Percent	Contract Signing	

License and Support Fees for Successive One Year Terms		
The anniversary date is the effective date referenced in Article 4, Term of Agreement, of this document. For successive terms, the fee will be invoiced monthly by Contractor, unless City elects to pay the full year in advance.		

Professional Services		
Payment Amount/ Percentage	Milestone	
100 Percent	Contract Signing	

Onsite Training		
Payment Amount/ Percentage	Milestone	
100 Percent	Contract Signing	

Web Based Training		
Payment Amount/ Percentage	Milestone	
100 Percent	Contract Signing	

Appendix E Professional Services Rates

Any services requested of Contractor will require authorization through a Professional Service Requests (PSR) signed by both parties.

The following rates will apply for the listed professional services.

Item	Rate	Per Unit
Professional Services		
• Custom Programming	\$120.00	Hour
• Consultation	\$120.00	Hour
• Report Development	\$120.00	Hour
Training		
• Training at City Facility	\$1,400.00	Day
• Training at Contractor Facility	\$1,400.00	Day
• Training Online Using WebEx	\$100.00	Hour
Support		
• Phone Support Outside Normal Service Hours	\$180.00	Hour
Travel Expenses		
• Travel Per Diem	\$280.00	Day
• Airfare	\$300.00-500.00	Flight

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

All prices are exclusive of any applicable taxes

**CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE**

DATE: December 28, 2006 **MEMORANDUM NO.** 06-049
TO: All Department Heads
FROM: Rushmore D. Cervantes 
Chief Deputy Controller

SUBJECT: CITY TRAVEL POLICIES AND PROCEDURES

City travel is governed by the Internal Revenue Service (IRS) Code, Administrative Code, and City Controller Policy. The City Travel Policies and Procedures are published by this Office and are updated regularly.

Starting January 1, 2007 the following changes to City Travel Policies and Procedures will be in effect:

1. Travel Authority

The Controller's Office reviews travel authorities to ensure availability of funds and against the department's budget. To ensure availability of funds and payment for airfare, registration and reimbursements to travelers, travel authority documents must be processed prior to travel. Travel should not occur, and expenses should not be incurred if funds for travel are not available.

2. Payment Vouchers (PV) – *for Council-controlled departments only*

The Date of Goods Received on the PV Line must be populated with the date of return from travel. The inclusion of this date will assist the City Controller in monitoring the 30-day requirement for reporting travel expenses, and assist when it becomes necessary to report delinquent travel advances to the IRS. PVs that do not contain this date will be returned for modification.

3. Travel Reimbursements Should be Processed within 30 Days of Travel

Irrespective of whether a traveler receives a travel advance, all travel expense statements and supporting documents must be filed with the Controller's Office within 30 days to ensure compliance with IRS Guidelines for travel. Departments should be aware that travel is a budgeted item and that travel expenses must be paid for/reimbursed with funds from the same fiscal year in which they occurred. Requests for reimbursement of travel expenses after 30 days will be considered delinquent.

4. American Express Billing Disputes - *for Council-controlled departments only*

American Express provides corporate travel agency services. The travel agency not only assists the City with travel arrangements, but also reconciles the City's monthly travel charges. Starting January 1, 2007, all billing disputes will require the approval of the City Controller's Office. Requesting approval to submit disputes provides the City Controller an opportunity to evaluate the disputes and monitor credits. Disputes not receiving City Controller approval must be paid to American Express. Departments should be aware that payment for airfare is due upon receipt of a request for payment from the Controller's Office.

5. Per Diem En Route

Per Diem en route is an amount that is provided for transport to and from the airport. The per diem en route amount is \$33 as identified in the CAO Travel Allowances. Generally, this amount is provided for shuttle or taxi transport services. (Travel Coordinators and travelers may consult the CAOs Travel Allowances, published yearly with the Budget Manual).

The per diem en route amount is not provided for mileage en route to the airport. The City Controller will reimburse parking expenses when traveler's park vehicles at or near airport, or train station economy parking lots. Travelers may review parking maps and rates through the websites available for the various airports. Airport websites are as follows:

Los Angeles and LA/Ontario International Airports - <http://lawa.org>
Bob Hope/Burbank Airport - <http://www.burbankairport.com/>
Long Beach Airport - <http://www.longbeach.gov/airport/>
John Wayne/Orange County - www.ocair.com/

Shuttles carry travelers to airport terminals from parking lots at no cost to the traveler. Off airport and private parking lot information and rates may also be available through the websites.

As with all travel expenses, travelers are encouraged to use the most economical means for transport to and from the airport, and to avail themselves of the LAX Flyaway Service from Union Station and Van Nuys Airport. Information on the flyaway service and parking at Union Station and Van Nuys Airport is available at <http://www.lawa.org/flyAwayInfo2.cfm>.

6. Annual Advances

IRS Guidelines require that all travel advances be given not more than 30 days before the date of travel. Per City policy, advances are not given more than 10 days prior to travel. The Controller's Office will no longer consider advances where there is no definitive date of travel. Travelers may request an advance for travel for an amount that has been preapproved for specific travel. Travelers must adequately account for expenses by filing a travel expense statement with the Controller's Office within 30 days of the date of return from the trip. Outstanding advances not accounted for within 120 days will be reported to the IRS as income to the traveler and will appear on the traveler's annual W-2.

7. Maximum Authorized for Meals

For several years the City has identified an amount for daily meals when traveling. The amount for meals is part of the per diem at the travel destination and has been \$45 per day. Starting January 1, 2007 the maximum allowable for meals will be \$50 per day. Please remind travelers that \$50 is not an allowance, that the City reimburses out-of-pocket meal expenses and that the Controller's Office *will now require* all travelers to submit all receipts for all expenses.

The policy changes in this memorandum supersede existing policy statements for these items, and where applicable, the Department Users Policy Manual previously published by this Office. Questions related to these changes may be directed to Nell Dizon, Controller's Office, at 213-978-7355.

cc: Department Chief Accounting Employees
Department Travel Coordinators

Contractor will provide the following professional services to City on as needed basis. Any professional services requested of Contractor will require authorization through a Professional Service Requests (PSR) signed by both parties.

- ☒ Custom Programming of Procedure/Functionality/Feature/Enhancement
- ☒ Custom Report
A request for a custom report requires a description of the report content and use.
- ☒ Training
A request for training requires an overview of what the City wants covered and the number of attendees, location, etc.

Requests for professional services that impact the cost or the method of implementation will be managed through documented Professional Service Requests (PSR). A PSR will be delivered to City when there is a request for additional project services that will potentially result in additional fees.

PSRs can be initiated by Contractor or by the City. The initiator of the PSR will document the relevant information on the PSR. The following PSR processes will occur:

- Contractor delivers PSR to City.
- City accepts with written approval within 10 days of receipt.
- Contractor delivers price proposal upon acceptance of PSR based on the rates listed in Appendix E.

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