

LOS ANGELES FIRE DEPARTMENT



MAY 19 2009

DOUGLAS L. BARRY
FIRE CHIEF

May 11, 2009

BOARD OF FIRE COMMISSIONERS
FILE NO. 09-065

TO: Board of Fire Commissioners

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

SUBJECT: FIRST AMENDMENT TO CONTRACT NO. C-112520 WITH DECADE SOFTWARE COMPANY, LLC, 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 Withdrawn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:

1. Approve the attached First Amendment with Decade Software Company, LLC, to extend the term of Agreement No. C-112520 from July 31, 2009 to July 31, 2010; and
2. Direct the Board Office to forward this First Amendment to the Mayor, in accordance with Executive Directive No. 3; and
3. Subject to the approval of the Mayor, authorize the Fire Chief to execute the attached First Amendment with Decade Software Company, LLC.

Summary:

The Los Angeles Fire Department (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 Decade Software Company, LLC, (Decade) provides the Envision software, which is currently utilized by the Department's CUPA to monitor the inspections, enforcement, permitting, and billing of regulated facilities with hazardous materials and underground storage tanks. This software also allows for electronic data integration between the City of Los Angeles, its enforcement agency counterpart, the Los Angeles County CUPA, and the Wachovia Bank, National Association, to post transactions. Decade support services include: problem resolution,

consultation, training, and software licenses. The software provides the following features and benefits:

1. Compliance Tracking - Logs inspection activity, results and violations – automates inspection scheduling, and provides evaluation tools for program effectiveness, including violation trends and citation patterns.
2. Permit Tracking - Generates renewals and notifications and provides an audit trail of all permit transactions on one screen.
3. Comprehensive Accounts Receivable System - Provides a single interface for all transactions and has automated reporting and processing for accounting procedures including one-time transactions.
4. Inspection Time and Activity Tracking - Allows for evaluation of workload distribution, program staffing needs, inspection, and complaint inspection activity tracking.
5. Management Reporting – Standard-reporting modules, along with ad hoc reporting capabilities.
6. Field Inspection System – Inspectors will use a wireless tablet computer to record data capture from inspections, which will eliminate the need for data entry at the office.

The Department entered into a two-year agreement with Decade for the period from August 1, 2007 through July 31, 2009. The Department has a continuing need to utilize the Envision software and requests that the current agreement with Decade be extended. This First Amendment will extend the term of the existing contract from July 31, 2009, up to and including July 31, 2010, during which time a Request for Proposals will be prepared in accordance with the City's competitive bid process. The amendment has been reviewed by the Office of the City Attorney as to legality and form.

Fiscal Impact:

The Department's CUPA program is a fully funded and fee-supported program. The total amount authorized for the Envision software support services and licenses is \$44,500 per fiscal year, which is budgeted in the Department's Office and Administrative (6010) Account.

Conclusion:

Approval of the First Amendment will ensure continued support and use of the Envision software, and is essential for the continued operation of Department's CUPA program.

Board report prepared by Kathy Nguyen, Senior Systems Analyst II, of the Management Information Systems Division

Attachment

**FIRST AMENDMENT TO AGREEMENT NO. C-112520
BETWEEN
THE CITY OF LOS ANGELES
AND
DECADE SOFTWARE COMPANY, LLC**

THIS Agreement between the City of Los Angeles (hereinafter referred to as the "City"), a municipal corporation, acting by and through the Los Angeles Fire Department (hereinafter referred to as the "Fire Department"), and Decade Software Company, LLC, (hereinafter referred to as the "Contractor"), is entered into with reference to the following:

WHEREAS, the City requires the services of a qualified company to provide consultation, training, and technical support for software that is used to track the Certified Unified Program Agency inspections, which include, but are not limited to, hazardous materials and above-ground and underground storage tanks, and other related activities; and

WHEREAS, the Contractor is the sole vendor who can provide the software that meets the needs of the Fire Department; and

WHEREAS, the Contractor has agreed to provide such services to the Fire Department; and

WHEREAS, the parties entered into Agreement C-112520 for the period of August 1, 2007 through July 31, 2009; and

WHEREAS, the Fire Department has a continuing need to utilize Contractor's software and services; and

WHEREAS, the City desires in this first amendment to extend the term of Agreement C-112520, for one (1) year; and

NOW, THEREFORE, in consideration of the above premises, and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Section B1 of Article 1 is hereby amended to delete the word "Interim" before "Fire Chief."

All other information under Article 1 will remain the same.

2. Section A of Article 4 is hereby amended to read as follows:

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 three (3) years and will terminate on 07/31/10, unless otherwise terminated.

All other information under Article 4 will remain the same.

3. Except as amended by this First Amendment, all other provisions of City Contract C-112520 shall remain in full force and effect. This amendment includes three (3) pages, and constitutes the complete understanding and agreement between the parties. This amendment is executed in four (4) copies, each of which is deemed to be an original.

[Signature page to follow.]

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

DECADE SOFTWARE COMPANY, LLC

DATE: _____

BY: _____
Name: _____
Title: _____

THE CITY OF LOS ANGELES

DATE: _____

BY: _____
DOUGLAS L. BARRY
Fire Chief

APPROVED AS TO FORM:

ROCKARD J. DELGADILLO
City Attorney

ATTEST:

KAREN E. KALFAYAN
City Clerk

BY: _____
LAUREL L. LIGHTNER
Assistant City Attorney

BY: _____
Deputy City Clerk

DATE: _____

DATE: _____

Agreement Number: C-112520-1