



SACHI A. HAMAI
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE OPERATIONS CLUSTER

.DATE: January 14, 2016
TIME: 1:00 p.m.
LOCATION: Kenneth Hahn Hall of Administration, Room 830

AGENDA

Members of the Public may address the Operations Cluster on any agenda item by submitting a written request prior to the meeting.
Three (3) minutes are allowed for each item.

1. Call to order – James Blunt / Gevork Simdjian
 - A) **Board Letter SOLE SOURCE CONTRACT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA TO PROVIDE THE LA COUNTY SHERIFF S DEPARTMENT WITH LOS ANGELES SHERIFF RIS ASSESSMENT (LASRA) CONSULTING SERVICES**
LASD – Jim McDonnell, Sheriff or designee
 - B) **ENTERPRISE IT INITIATIVE UPDATE**
CIO – Richard Sanchez or designee
 - C) **Board Letter RECOMMENDATION TO APPROVE AMENDMENT NUMBER NINE TO CONTRACT NUMBER 73635 WITH ELECTION SYSTEMS & SOFTWARE, LLC FOR INCOMING VOTE BY MAIL ELECTION SERVICES**
RRCC – Dean Logan or designee
 - D) **Board Letter REQUEST APPROVAL TO EXTEND TERM OF AGREEMENT NUMBER 76 5 WITH ROBIS ELECTIONS, INC. FOR ELECTION HELP DES SYSTEM MAINTENANCE AND SUPPORT SERVICES**
RRCC – Dean Logan or designee
2. Public Comment
3. Adjournment

February 9, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**APPROVE SOLE SOURCE CONTRACT WITH THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA TO PROVIDE THE LOS ANGELES COUNTY
SHERIFF'S DEPARTMENT WITH
LOS ANGELES SHERIFF RISK ASSESSMENT (LASRA)
CONSULTING SERVICES
(ALL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE () APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is requesting authorization from the Board to execute a sole source contract (Contract) with the Regents of the University of California (Regents) on behalf of University of California, Irvine (UCI) to provide and implement a Los Angeles Sheriff Risk Assessment (LASRA) tool to assist the Department's Population Management Bureau efforts in classifying and identifying inmates for community placement.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to authorize the Sheriff to finalize and execute the attached Contract with the Regents for an initial Contract term of two year(s), with an option to extend for a six-month period, for a maximum Contract term not to exceed two years and six months, and a maximum Contract sum not to exceed \$350,000 for the entire term of the Contract.

2. Delegate authority to the Sheriff, or his designee, to execute change notices and amendments to the Contract in order to: (1) add and/or update standard County contract provisions as required by the Board or the County's Chief Executive Office (CEO); (2) execute work order(s) for optional services utilizing pool dollars as authorized under the Contract and with prior concurrence of the Chief Information Office and County Counsel; and (3) exercise the extension option if it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to enter into a Contract with the Regents to provide and implement a LASRA tool, which is based on the unique capabilities of UCI's California Static Risk Assessment (CSRA) tool. The CSRA tool was previously developed by UCI's Center for Evidence-Based Corrections for the State of California Department of Corrections and Rehabilitation (CDCR) to classify the CDCR inmate population. The CSRA solution was built by UCI for CDCR over a 24-month period. The proposed project capitalizes on extensive academic research and program coding that would be costly and time consuming to replicate. Building on and modifying the existing source code for the CSRA tool will enable UCI to implement an automated risk assessment tool for the Department within a shorter period of time.

To build the LASRA tool, UCI will modify the CSRA solution to (1) capture County inmate demographics and criminal history, and (2) interface with the Department of Justice and the Department's Jail Information Management System. The LASRA tool will enhance the Department's existing classification methods enabling the Department to reduce the jail inmate population and efficiently identify inmates for community placement, thus helping to reduce inmate recidivism.

The Department's Inmate Reception Center is tasked with the classification of approximately 500 inmates entering the County jail each day. The Department's Education Based Incarceration Bureau and Community Transition Unit will use an inmate's risk score to determine if the inmate qualifies for community placement. The LASRA solution will help the Department relieve crowded jail conditions and mitigate the need for additional beds.

Implementation of Strategic Plan Goals

The services provided under this Contract support the County's Strategic Plan, Goal 1, Operational Effectiveness, and Goal 2, Community Support and Responsiveness, by enabling the Department to utilize a tool, which has been previously validated to place inmates into appropriate community programs and reduce the jail inmate population.

FISCAL IMPACT/FINANCING

The maximum County obligation under the Contract is \$350,000. The maximum Contract sum includes an allocation of pool dollars in the amount of \$50,000 for optional services for any additional and necessary consulting or professional services, including training and knowledge transfer. This initiative will be one hundred percent funded by the Inmate Welfare Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The sole source Contract with the Regents provides for consulting services for the development, implementation and validation of the LASRA tool for the Department. Under its terms, UCI will retain ownership of all statistical data for purposes of publication or educational use in its capacity as an academic institution, and the County will retain all County data provided to UCI including any personally identifiable information. It also provides that UCI will grant a license to the County for the LASRA tool including the software source code, which will enable the Department to maintain and modify the tool as necessary to meet the Department's needs following implementation. The Contract will become effective upon the Sheriff's execution of the attached Contract, and will continue for an initial term of two (2) years with a six-month extension at the Department's option.

As a result of the negotiations and given UCI's status as a public entity, the Contract provides that the parties would mutually indemnify each other for liability arising from or connected with their respective performance of the Contract. Notwithstanding, UCI will not indemnify the County for claims and liabilities arising from the work of its subcontractors, therefore any approved subcontractors will be required to comply with the confidentiality provisions of the Contract, indemnify the County for claims and liabilities arising from their respective work related to the Contract, and provide proof of insurance at specified limits while naming the County as an additional insured.

Additionally, given that UCI is an academic institution and not a reseller of goods and services, the Contract provides that all work performed under the Contract, including development and implementation of the LASRA tool, will be delivered "as is" without any warranties, including intellectual property warranty. To provide protection to the County, the Contract does require UCI to provide documentation, such as copyright registration or other documentation to the satisfaction of the Department, in support of UCI's intellectual property rights to the LASRA tool. The Department, after consultation with the CEO's Risk Management branch, believes the benefits to be derived from the LASRA tool outweigh the potential risks of these provisions given (i) UCI's success with the CSRA solution, and (ii) the contractual requirement that UCI develop, implement, validate and deliver a LASRA tool that meets County specifications and functionality.

The remainder of the Contract contains all the latest Board-mandated provisions, including time off for voting, consideration of qualified County employees targeted for layoffs and GAIN/GROW participants for employment openings, and compliance with Jury Service Ordinance, Safely Surrendered Baby Law and the Child Support Program.

The CEO's Risk Management Branch has reviewed the Contract and concurs with the provisions relating to insurance and indemnification.

The County's Chief Information Office (CIO) recommends approval of the Contract (CIO analysis attached).

The Contract has been reviewed and approved as to form by County Counsel.

CONTRACTING PROCESS

On June 20, 2014, the Department submitted to the Board an Advance Notification of Intent to Enter into Negotiations for a sole source Contract with UCI. UCI is uniquely qualified to provide a statistically validated tool for the Department's use.

On October 3, 2014, the Department in a subsequent letter notified the Board that the Probation Department (Probation) will also enter into negotiations with UCI to provide a Los Angeles Probation Risk Assessment (LAPRA) tool. Following approval of the Contract by your Board, Probation will commence negotiations with the Regents and UCI for the LAPRA tool and subsequently present to the Board a separate contract for the LAPRA tool, substantially similar to the proposed Contract for the LASRA tool.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the Contract will allow the Department to reduce the inmate population by more efficiently placing inmates into appropriate community programs.

The Honorable Board of Supervisors
February 9, 2016
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CONCLUSION

Upon approval by the Board, please return two adopted copies of this Board letter to the Department's Contracts Unit. Should additional information be required, your staff may contact Contracts Manager, Angelo Faiella, at (213) 229-3259.

Sincerely,

JIM McDONNELL
SHERIFF

DRAFT

JM:AF:CA:ca

(Fiscal Administration – Contracts Unit)

c: Board of Supervisors, Justice Deputies
Patrick Ogawa, Acting Executive Officer, Board of Supervisors
Sachi A. Hamai, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Jocelyn Ventilacion, Lead Analyst, CEO
Aileen Yu, Senior Analyst, CEO
Mary C. Wickham, County Counsel
Michele Jackson, Principal Deputy County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Neal B. Tyler, Executive Officer
Richard J. Barrantes, Assistant Sheriff
Terri McDonald, Assistant Sheriff
Todd S. Rogers, Assistant Sheriff
Thomas P. Angel, Chief of Staff, Office of the Sheriff
Glen Dragovich, Division Director, Administrative Services Division (ASD)
Georgia Mattera, Division Director, Office of the Sheriff
Eric G. Parra, Chief, Custody Services Division (CSD)
Karen Dalton, Assistant Division Director, CSD
Stephen B. Johnson, Commander, CSD
Conrad Meredith, Assistant Division Director, ASD
Glen Joe, Director, ASD, Fiscal Administration
Susie Cousins, Assistant Director, ASD
Angelo Faiella, Manager, Fiscal Administration, Contracts Unit
Bryan C. Aguilera, Sergeant, ASD
Samuel J. Gomez, Deputy, ASD
Carol Augustine, Contract Analyst, Fiscal Administration, Contracts Unit
CHRONO



RICHARD SANCHEZ
CHIEF INFORMATION OFFICER

Office of the CIO
CIO Analysis

DRAFT

NUMBER: CA XXXXX	DATE: 12/23/15
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SUBJECT:

APPROVE SOLE SOURCE CONTRACT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA TO PROVIDE THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT WITH LOS ANGELES SHERIFF RISK ASSESSMENT (LASRA) CONSULTING SERVICES

RECOMMENDATION:

Approve Approve with Modification Disapprove

CONTRACT TYPE:

New Contract Sole Source
 Amendment to Contract #: Other: Describe contract type.

CONTRACT COMPONENTS:

Software Hardware
 Telecommunications Professional Services

SUMMARY:

Department Executive Sponsor: Sheriff Jim McDonnell

Description: The Los Angeles County Sheriff's Department is requesting authorization from the Board to execute a sole source contract with the Regents of the University of California on behalf of University of California, Irvine (UCI) to provide and implement a Los Angeles Sheriff Risk Assessment (LASRA) tool to assist the Department's Population Management Bureau efforts in classifying and identifying inmates for community placement.

Contract Amount: \$350,000.

Funding Source: Inmate Welfare Fund

Legislative or Regulatory Mandate

Subvened: 100% - No net County costs

Strategic and Business Analysis

PROJECT GOALS AND OBJECTIVES:

Under this agreement the county will receive consulting services for the development, implementation and validation of the LASRA risk assessment tool for the Department. UCI's California Static Risk Assessment (CSRA) tool was previously developed by UCI's Center for Evidence-Based Corrections for the State of California Department of Corrections and Rehabilitation (CDCR) to classify the CDCR inmate population. Advanced notification of intent to enter into negotiations for a sole source agreement was sent to the board on June 20, 2014.

BUSINESS DRIVERS:

The nature and scope of the problems facing the Sheriff Department's Custody Bureau have grown due to new legislative requirements combined with a downturn in the economy and have stressed the system to the limit. The legal and operational challenges of chronic and acutely overcrowded County jails has raised concerns within the County government about the most effective use of its custody resources and to enhance public safety. Critical to the challenge faced by the Department is the need to implement a proven method for evaluating the risks of releasing inmates without compromising community safety, while assuring that inmates attend court appearances and comply with appropriate supervision requirements during their release.

The customized automated LASRA Tool will enable the Sheriff Department to triage County inmates into Inmate Risk Levels based on their probability of recidivism. Inmate Risk Assessment Scoring will be calculated based on regression analysis of inmate metrics such as criminal convictions, age at release, gender etc.

PROJECT ORGANIZATION:

The Sheriff's Custody Division is driving this project programmatically. The project has a dedicated Sargent and an Information Technology Manager III, assigned as the project Manager who will be managing the project to ensure deliverables have been completed and tested on time and ensure a successful implementation.

PERFORMANCE METRICS:

The contract includes fixed price deliverables with optional services. The source code will be provided to the county. UCI will support the county in maintaining the LASRA Tool in production environment for 60 days following LASRA Tool Go-Live, before the LASRA Tool can achieve Final Acceptance by County. The Sheriff Department IT staff will assume the application support and maintenance roll after warranty period.

STRATEGIC AND BUSINESS ALIGNMENT:

The advanced notification of intent to enter into negotiations for a sole source contract with UCI was sent on June 20, 2014. LASRA will provide valuable and timely information to assist in making consistent judgments on inmate recidivism adopting decisions based on a policy-driven approach, identifying needs in custodial and non-custodial settings. LASRA will assist the Department to determine levels of supervision, staffing requirements, and program needs. UCI is the only vendor that can provide those services.

PROJECT APPROACH:

UCI is the sole provider of consulting and application development services for its proprietary application. UCI will develop a detailed Project Plan to define how LASRA will be implemented, addressing the requirements, resources, and estimated timeline to execute the Tasks and Deliverables. UCI will customize, develop and deliver the assessment tool. UCI will also provide knowledge transfer, training, documentation, and optional services.

ALTERNATIVES ANALYZED:

There are no commercially available tools to address the unique requirements and concerns of the newly formed Board Office of Diversion Programs. The UCI assessment tool was developed by UCI for the State of California Department of Corrections and Rehabilitation (CDCR) inmate population. LASRA will enhance the Department's Jail Information Classification System, enabling the Department to identify inmates for community placement, which is based on the unique capabilities of UCI's California Static Risk Assessment tool (CSRA).

<p>Technical Analysis</p>	<p>ANALYSIS OF PROPOSED IT SOLUTION:</p> <p>The technology being deployed by UCI is consistent with the industry standards and the county CIO initiatives. The application uses Statistical Analysis System (SAS) data analytics tool. UCI will modify their tool by adapting its model to capture County inmate demographics and criminal history and electronic interface with the United States Department of Justice and the Department's Jail Information Management System (JIMS).</p>						
<p>Financial Analysis</p>	<p>BUDGET:</p> <p>Contract costs</p> <p>Customization and Development: \$300,000.</p> <p>Optional services \$50,000.</p> <p>Sub-total Contract Costs: \$350,000.</p> <p>Other County costs:</p> <p>One-time costs invested since 2014 :</p> <table data-bbox="568 1155 1169 1260"> <tr> <td>Hardware</td> <td>\$51,394</td> </tr> <tr> <td>SAS server & analytics license</td> <td>\$67,965.</td> </tr> </table> <p>Sub-total one-time County costs: \$119,359</p> <p>Ongoing annual license maintained costs \$12,000</p> <p>County staff (existing) \$42,000 **</p>	Hardware	\$51,394	SAS server & analytics license	\$67,965.		
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SAS server & analytics license	\$67,965.						
	<table data-bbox="487 1543 1169 1680"> <tr> <td>** Custody Assistant (20%)</td> <td>\$12,000</td> </tr> <tr> <td>Sr. Information System Analyst (20%)</td> <td>\$15,000</td> </tr> <tr> <td>Lieutenant Sheriff (10%)</td> <td>\$15,000</td> </tr> </table>	** Custody Assistant (20%)	\$12,000	Sr. Information System Analyst (20%)	\$15,000	Lieutenant Sheriff (10%)	\$15,000
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Lieutenant Sheriff (10%)	\$15,000						



ENTERPRISE INITIATIVES HIGHLIGHTS

1. Managed Print Services

- ▶ Completed two additional Departments (Animal Care and Control and Parks & Recreation) bringing the total of completed departments on MPS to 16. Additionally, completed Phase I of DPSS's move to MPS. Activity is underway and is at various stages of completion for all 16 remaining County departments.
- ▶ Total printers installed are 6,200, 16,000 existing printers replaced. There are 5,800 printers in deployment with 13,000 printers being replaced.
- ▶ Current estimated cost avoidance/savings is \$ 10.7 million annually based on completed designs and installs.
- ▶ Three orders for 556 printers were issued in December.
- ▶ Three orders for up to 620 printers expected to be issued in January 2016.

2. Enterprise County Data Center

- ▶ The CIO is working with Gartner and ISD to finalize the new Enterprise Data Center Governance Charter. Next step will be to review with the CIO Leadership Committee, after which it be presented at the Operations Cluster to the IT Deputies prior to submission to the Board.
- ▶ Following submission of the CEO's report to the Board on Countywide Data Center Replacement, the Board issued a Motion on November 24, 2015, directing the CEO to proceed with the recommended lease approach for the new consolidated County data center. Additionally, the Motion instructs the Director of ISD and the CIO to routinely report back to the Board on the recommendations contained in the report by Gartner dated September 30, 2015. The CEO's Real Estate Division is working with ISD and the CIO to complete a Statement of Work with Gartner Group for assistance during the solicitation and evaluation phases of the data center lease phase of the project.

Upcoming IT Board Agenda items

- ▶ LASD – Sole Source Contract with the Regents of the University of California to Provide Services for the Los Angeles Sheriff Risk Assessment (LASRA) System
- ▶ CIO - Enterprise Services Master Agreement (ESMA)
- ▶ DHS – Acquisition of the Converge Server Virtualization Infrastructure (Fixed Asset purchase exceeding \$300,000)
- ▶ DHS - Amendment to ORCHID Agreement with Cerner for Population Health Solution
- ▶ DHS – Sole Source Extension to Agreement with Saga Technologies for EmHUB Services

Enterprise IT Initiatives Dashboard by Department – January 2016

Department	Status	Est. Savings/ Yr.
Alternate Public Defender PM J. Yerian	Design review in progress. From 134 to 128 printers	\$5K
Assessor PM J. Krantz	Pilot in progress. From 561 to 269 printers	\$298K
Child Support Services PM B. Bowden	Phase 1 deployment completed. From 395 to 157 printers	\$48K
	Phase 2 deployment completed. From 186 to 96 printers	\$13K
	Phase 3 deployment underway* Phase 4 design underway*	
Children & Family Services PM N. Ahmad	Wateridge deployment completed. From 39 to 27 printers	\$1.42M
	Yaroslavsky Center deployment completed. 59 Printers	
	Deployment for remainder of dept. in progress* From 1,248 to 1,063 printers	
Community & Senior Services PM M. Agostinelli	Phase 1 deployment completed Phase 2 deployment in progress* From 111 to 63 printers	\$56K
County Counsel PM M. Der	Deployment in progress From 471 to 149 printers	\$131K
District Attorney PM T. Pelkey	Phase 1 deployment completed Phase 2 design approval in progress From 1,770 to 505 printers.	\$665K
Fire PM V. Mesrobian	Phase 1 deployment completed 27 Printers	\$134K*
	Fire Stations deployment in progress	
	Phase 2 design review in progress From 1,610 to 689 Printers	

* Denotes updates from prior reporting period

Enterprise IT Initiatives Dashboard by Department – January 2016

Department	Status	Est. Savings/ Yr.
Health Service PM K. Lynch	High Desert – Completed From 523 to 108 printers	\$93K
	MLK - Completed From 759 to 281 printers	\$186K
	Harbor UCLA - Phases 1-3 Deployment Completed Phase 4 Deployment in progress. From 1,192 to 582 printers	\$248K
	HSA - Deployment in Progress From 677 to 279 printers	\$393K
	Rancho Los Amigos - Completed From 986 to 391 printers	\$174K
	Olive View - Phase 1 & 2 Deployment completed From 663 to 205 printers Phase 3 design review in progress* From 440 to 221 printers	\$220K \$101K
	LAC+USC - Phase 1 Deployment Complete From 378 to 368 Printers Clinics deployment in progress* From 793 to 596 printers IPT design review in progress* From 649 to 340 Printers Phase 4 design review in progress From 979 to 415 printers* Phase 5 future state design in progress*	\$91K \$65K \$188K*
	Probation PM B. Chacko	Phase 1 Deployment Completed From 1604 to 253 printers Phase 2 design review in progress. From 1,983 to 599 printers
Public Defender PM N. Kennamer	Testing in Progress. From 386 to 178 printers	\$420K
Public Library PM B. Le	Deployment in Progress. From 1,586 to 627 printers.	\$197K

* Denotes updates from prior reporting period

Enterprise IT Initiatives Dashboard by Department – January 2016

Department	Status	Est. Savings/ Yr.
Public Social Services PM P. Choday	Phase 1 deployment completed* . From 748 to 460 printers. Phase 2 planning in progress. Est. 5,961 total printers.	\$31K
Public Works PM D. Carney	Phase 1 deployment completed. From 940 to 363 printers. Phase 2 design review completed*	\$291K
Register-Recorder / County Clerk PM K. Ponte	Phase I deployment completed. From 865 to 645 printers. Phase 2 design in progress	\$205K
Sheriff PM Lt. T. Leon	HOJ deployment completed. From 151 Printers	
	Patrol deployment in progress From 1,176 to 671 printers.	\$1M
	Custody design approval in progress From 1,508 to 1,209 printers	\$758
	Administration, Court Services, Investigations - on hold Est. 6,120 printers	

* Denotes updates from prior reporting period



Dean C. Logan
Registrar-Recorder/County Clerk

February 2, 2016

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

Dear Supervisors:

**RECOMMENDATION TO APPROVE AMENDMENT NUMBER NINE TO
CONTRACT NUMBER 73635 WITH ELECTION SYSTEMS & SOFTWARE, LLC
FOR INCOMING VOTE BY MAIL ELECTION SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT:

The Registrar-Recorder/County Clerk (RR/CC) requests approval to amend and extend Contract (Number 73635) with Election Systems and Software, LLC (ESS) from September 1, 2016 to August 31, 2017 at an estimated cost of \$251,527, which includes a six percent (6%) vendor discount to complete the 2016 Presidential Election cycle uninterrupted and any Special Elections that may occur during this period.

IT IS RECOMMENDED THAT THE BOARD:

Delegate authority to the RR/CC, or his designee to execute Amendment Number Nine (attached) to Contract Number 73635 with ESS starting September 1, 2016 through August 31, 2017. This will allow the Department the time necessary to complete the November 2016 Presidential Election without the disruptions associated with engaging a new vendor and Special Elections. Additionally, ESS is offering a 6% cost discount for an estimated Net County Cost (NCC) savings of \$16,055 during the extension period.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The recommended Amendment Nine will allow ESS to continue providing signature verification software and services to automate the incoming Vote by Mail signature verification process for all Special Elections and the 2016 Presidential Election during which the Department will mail out a

record breaking 1.6+ million mail ballots to registered voters.

Overview

ESS works with the RR/CC staff at RR/CC Headquarters 26 days before to up to 14 days after Election Day during the incoming Vote by Mail process. Before a returned mail ballot envelope can be opened and the voted ballot separated, the voter's signature must be verified. In order for the ballot to count, the voter must sign on a special area on an exterior portion of the return ballot envelope.

The Contractor's role is to verify voter handwritten signatures by matching it against an image of the voter's signature stored in the DIMS Election Management System database. Before each and every election, ESS loads specialized automated signature verification software onto County-owned envelope scanning machines and provides other services. The software can verify up to 3,500 signatures per scanner per hour. The County operates four scanners at a time, saving space and speeding up the signature verification processing time. It is only after the signatures are verified, that the RR/CC can then remove the voted ballots from the envelope, and counted.

November 2016 Presidential Election

ESS will provide the signature verification software/services for an estimated eight (8) Special Elections that may occur during the extension period and the November 2016 Presidential Election. Currently there are more than 1.5 million registered permanent Vote by Mail voters which continues to rise. To minimize risk, and to air on the side of caution, the RR/CC is seeking to continue to services instead of implementing a brand new process and engaging a new vendor in what will be largest VBM election conducted in the history of Los Angeles County. The current process has proven to be efficient, effective, reliable and accurate and capable of handling the volume that will be estimated to be processed during the 2016 presidential election.

Varied Technology and other Unknowns

Los Angeles County is one of the largest and most complex election jurisdictions in the nation. The RR/CC has been carefully reviewing and exploring new signature verification solutions. Despite extensive research, the RR/CC is still in search for a suitable fit for the department. The RR/CC has issued a Request for Information, attended vendor demonstrations, and researched the incoming signature verification process at sister Counties (San Diego, Santa Barbara, Los Angeles City etc.) which varied from County to County. A comparison of the processes has been challenging since most of the other counties process a minimal fraction of mail ballot versus Los Angeles County.

A number of potential solutions are currently under review, but the department needs additional time to carefully review, research, and determine the best solution and brand new internal process. The department faces challenges among other things, space limitations for larger equipment at RR/CC Headquarters, and finding software that can update the DIMS election management system. The RR/CC even explored the feasibility of upgrading the RR/CC Bell and Howell Sorting machine and purchasing an additional machine from the City of Los Angeles, which may be available in March 2017.

The extension will allow the Department extra time to procure or conduct a solicitation for new equipment after the 2016 presidential election. The RR/CC is confident that an efficient and cost

effective solution will be implemented timely, tested during a smaller election, and aligned with the incoming Voting System Assessment Project (VSAP) in the near future. The VSAP project will not be affecting the incoming VBM process.

Implementation of Strategic Plan Goals:

This request supports the County Strategic Plan as follows:

Operational Effectiveness/Fiscal Sustainability: Maximize the effectiveness of processes, structure, operations, and strong fiscal management to support timely delivery of customer-oriented and efficient public services.

FISCAL IMPACT/ FINANCING:

All federal and State (general, primary), and local elections are funded by Net County Cost (NCC) and will be included in the Department's FY 2016-2017 budget.

The total cost of the extension is estimated to be \$251,527 which includes a six percent discount representing a \$16,054 in NCC savings.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Your Board is authorized to approve this contract pursuant to Government Code section 23004.

Pursuant to the Elections Code, the Los Angeles County RR/CC is responsible and required to conduct federal, state and local elections and to ensure the availability of Vote by Mail ballots to voters for such elections. (Elections Code section 3000 et seq.)

IMPACT ON CURRENT SERVICES:

By extending the contract, the RR/CC will be authorized to continue using services and software owned by ESS that process up to 14,000 signatures per hour during the incoming Vote by Mail election mailing process at RR/CC Headquarters for all Special Elections and the 2016 Presidential Election. The extension will help the RR/CC meet mandatory California Election Code election processing deadlines, bring down the costs associated with additional staffing needs, increase signature verification accuracy, enable the department to quickly process and relay much anticipated Election results to news media outlets on Election Night, and give the RR/CC additional time to procure or solicit for new equipment, software, services.

CONCLUSION:

Upon approval by your Board, the Executive Officer is requested to return one (1) adopted copy of this letter to:

Department of Registrar-Recorder/County Clerk
Finance and Management Division
12400 Imperial Highway, Suite 7201, Norwalk, CA 90650
Attention: Francisco E. Perez, Assistant Division Manager

Respectfully submitted,

DEAN C. LOGAN
Registrar-Recorder/County Clerk

DL:RF:fp

Enclosures

c: Chief Executive Office
Deputy CEO
Executive Office, Board of Supervisors
RR/CC Board Deputies
Chief Information Office
County Counsel

Draft

**AMENDMENT NUMBER NINE
TO AGREEMENT 73635
WITH
ELECTION SYSTEMS & SOFTWARE, LLC
FOR
ABSENTEE VOTER BALLOT MATERIAL PROCESSING**

**AMENDMENT NUMBER NINE
TO AGREEMENT 73635
WITH ELECTION SYSTEMS & SOFTWARE, LLC
FOR ABSENTEE VOTER BALLOT MATERIAL PROCESSING**

This Amendment Number Nine (~~%Amendment Number Nine+~~) to Agreement Number 73635 (~~%Agreement+~~) is entered into this _____ day of _____, 201_ by and between County of Los Angeles, a political subdivision of the State of California (~~%County+~~) and Election Systems & Software, LLC (~~%Contractor+~~). County and Contractor are sometimes hereinafter referred to collectively as the ~~%Parties+~~ and each individually as a ~~%Party+~~.

WHEREAS, the Agreement was originally entered into by and between County and Global Election Systems, Inc. ("Global") and approved by the County's Board of Supervisors on September 4, 2001;

WHEREAS, under that certain Change Notice Number One to the Agreement dated January 22, 2002, the Agreement was amended to reflect, among other things, a change in the identity of Contractor's Project Manager;

WHEREAS, under that certain Change Notice Number Two to the Agreement dated January 29, 2002, the Agreement was further amended to, among other things, approve subcontracting of the inserting process of the Absentee Voter Ballot Material processing;

WHEREAS, under that certain Change Notice Number Three to the Agreement dated August 8, 2003, the Agreement was further amended to reflect, among other things, (i) the acquisition of Global by Diebold Elections Systems, Inc. and (ii) a further change in the identity of Contractor's Project Manager;

WHEREAS, under that certain Change Notice Number Four to the Agreement dated February 18, 2004, the Agreement was further amended to reflect, among other things, a further change in the identity of Contractor's Project Manager;

WHEREAS, under that certain letter from County to Contractor dated August 18, 2004, County exercised its option to extend the term of the Agreement for a six-month period from September 5, 2004 through March 4, 2005;

WHEREAS, under that certain Change Notice Number Six to the Agreement dated January 19, 2005, County exercised its option to further extend the term of the Agreement for an additional 90-day period from March 5, 2005 through June 2, 2005;

WHEREAS, under that certain Amendment Number One to the Agreement dated June 2, 2005, the Agreement was further amended to, among other things, (i) replace Exhibit A (Statement of Work) with a new Exhibit A1 (Statement of Work) (Amended June 2, 2005) and; (ii) further extend the term of the Agreement for one-year period from June 3, 2005 through June 2, 2006;

WHEREAS, under that certain Change Notice Number Seven to the Agreement dated April 7, 2006, the Agreement was further amended to, among other things, (i) replace Exhibit A1 (Statement of Work) (Amended June 2, 2005) with a new Exhibit A1 (Statement of Work) (Amended April 7, 2006) and; (ii) replace Exhibit B (Price Matrix) with a new Exhibit B (Price Matrix) (Revised October 19, 2005);

WHEREAS, under that certain Change Notice Number Eight to the Agreement dated May 1, 2006, County exercised its option to further extend the term of the Agreement for an additional one-year period from June 3, 2006 through June 2, 2007;

WHEREAS, under that certain Change Notice Number Nine to the Agreement dated March 12, 2007, County exercised its option to further extend the term of the Agreement for an additional 90-day period from June 3, 2007 through August 31, 2007;

WHEREAS, under that certain Amendment Number Two dated July 31, 2007 the Agreement was further amended to, among other things, (i) extend the term of the Agreement for an additional three-year period commencing September 1, 2007 through August 31, 2010, (ii) provide County with options to further extend the term of the Agreement for two (2) one-year periods and six (6) month-to-month periods; (iii) increase the Contract Sum by \$3,864,000; (iv) replace the current Exhibit A1 (Statement of Work) (Amended April 7, 2006) with a new Exhibit A1 (Statement of Work) (Amended September 1, 2007); and (v) replace the current Exhibit B (Price Matrix) (Revised June 1, 2006) with a new Exhibit B (Price Matrix) (Revised September 1, 2007);

WHEREAS, under that certain Change Notice Number Ten to the Agreement dated September 6, 2007, County amended the Agreement to recognize the corporate name change for Premier Election Solutions;

WHEREAS, under that certain Change Notice Number Eleven to the Agreement dated April 17, 2008, County amended the Agreement to, among other things, (i) incorporate the requirements and cost of modified return envelopes and provide for any urgent additional orders, (ii) replace the current Exhibit B (Price Matrix) (Revised September 1, 2007) with a new Exhibit B (Price Matrix) (Revised March 6, 2008);

WHEREAS, under that certain Amendment Number Three dated October 23, 2009, pursuant to the Board of Supervisors approval of the Contract Extension/Cost Reductions initiative, the Agreement was further amended to, among other things, (i) extend the Initial Term of the Agreement for an additional two-year period thereby extending the base contract coverage period to August 31, 2012, (ii) increase the Contract Sum by \$5,000,000 to account for the term extension; (iii) replace the current Exhibit B (Price Matrix) (Revised March 6, 2008) with a new Exhibit B (Price Matrix) (Revised September 15, 2009);

WHEREAS, under that certain Change Notice Number Twelve to the Agreement dated February 3, 2010, the Agreement was further amended to; recognize the purchase of Premier Election Solutions from Diebold to Election Systems & Software;

WHEREAS, under that certain Amendment Number Four dated August 2, 2011, the Agreement was further amended to, among other things, (i) exercise the first option year extension with a continuation of the 6% price reduction which originated under the Board's Contract Extension/Price Reduction Program; (ii) exercise the authority granted to the Registrar-Recorder/County Clerk to increase the Contract Sum by 20% or \$1,772,800; (iii) change the identity of County's Project Director; (iv) change the identity of County's Project Manager; (v) change the identity of County's Project Monitor; (vi) replace the current Exhibit A1 (Statement of Work) (Amended September 1, 2007) with a new Exhibit A1 (Statement of Work) (Amended July 1, 2011); and (vii) replace the current Exhibit B (Price Matrix) (Revised September 15, 2009) with a new Exhibit B (Price Matrix) (Revised July 1, 2011);

WHEREAS, under that certain Amendment Number Five dated January 25, 2012 the Agreement was further amended to, among other things, (i) recognize the merger of Premier Election Solutions, Inc. with and into Election Systems & Software, Inc; and (ii) recognize the restructuring of Election Systems & Software, Inc. to a limited liability company, Election Systems & Software, LLC;

WHEREAS, under that certain Amendment Number Six dated August 28, 2013 the Agreement was further amended to, among other things, (i) exercise the last option one year extension and six month-to-month option periods effective September 1, 2013 through February 28, 2015; (ii) continue the six (6) percent price reduction which originated under the Board's Contract Extension/Price Reduction Initiative; (iii) replace Paragraph 12.1 (Indemnification) with a new Paragraph 12.1 (Indemnification); (iv) replace Paragraph 6.0 (Term), subparagraph 6.4, with a new Paragraph 6.0 (Term), subparagraph 6.4; (v) replace the current Exhibit B (Price Matrix) (Revised July 1, 2011) with a new Exhibit B (Price Matrix) (Revised September 1, 2013) to reflect the transition from a per-service-fee to a flat fee; and (vi) add Paragraph 52.0 (Guidelines for Media Sanitation);

WHEREAS, under that certain Amendment Number Seven dated February 25, 2015 the Agreement was further amended to, among other things, (i) extend the term of for incoming Vote by Mail automated signature verification services for an additional one year and six month-to-month option periods commencing March 1, 2015 through August 31, 2016 if all options are exercised (ii) delete Paragraph 6.0 of the Agreement and replace with a new Paragraph 6.0 (iii) continue the six (6) percent price reduction which originated pursuant to the Board of Supervisor's Contract Extension/Price Reduction Initiative pursuant to Amendment Number Three dated October 23, 2009 (iv) replace the current Exhibit A (Statement of Work) (Revised July 1, 2011) with a new Exhibit A (Statement of Work) (Revised March 1, 2015); (v) replace the current Exhibit B (Price Matrix) (Revised September 1, 2013) with a new Exhibit B (Price Matrix) (Revised March 1, 2015);

WHEREAS, under that certain Amendment Number Eight dated February 28, 2015 the Agreement was further amended to, among other things, (i) extend the term of the Agreement for an additional one year and six month-to-month option periods commencing March 1, 2015 through August 31, 2016 if all options are exercised; (ii) delete Paragraph 6.0 of the Agreement and replace with a new Paragraph 6.0 (ii) replace the current Exhibit A (Statement of Work) (Revised July 1, 2011) with a new Exhibit A (Statement of Work) (Revised March 1, 2015); and

(iii) replace the current Exhibit B (Price Matrix) (Revised September 1, 2013) with a new Exhibit B (Price Matrix) (Revised March 1, 2015);

WHEREAS, the County and Contractor wish to further amend the Agreement to, among other things, (i) extend the term of the Agreement for an additional one year commencing September 1, 2016 through August 31, 2017; (ii) delete Paragraph 6.0 of the Agreement and replace with a new Paragraph 6.0; (ii) replace the current Exhibit B (Price Matrix) (Revised March 1, 2015) with a new Exhibit B (Price Matrix) (Revised February 1, 2016); and

WHEREAS, this Amendment Number Nine is made pursuant to Paragraph 4.0 (Change Notices and Amendments) of the Agreement.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agreement, as previously amended, is hereby further amended as follows:

1. Paragraph 6.0 (Term), of the Agreement is hereby deleted in its entirety and replaced with a new Paragraph 6.0 (Term) as follows:

~~6.0~~ TERM

- 6.1 The ~~%Term+~~ of this Agreement shall commence upon approval by County's Board of Supervisors on September 4, 2001. The term for incoming Vote by Mail election mailing services will run through August 31, 2017, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.
 - 6.2 As used herein and except where expressly stated to the contrary, the ~~%Term+~~ shall mean the initial Term, and if extended, each Extension year, as the case may be.
 - 6.3 County shall notify Contractor of any determination to extend this Agreement no less than thirty (30) Days before any extension period is to begin.
 - 6.4 Contractor shall notify the Registrar-Recorder/County Clerk when this Agreement is within six (6) months from the expiration of the Term as provided for hereinabove. Upon occurrence of the event, the Contractor shall send written notification to Registrar-Recorder/County Clerk at the address herein provided in Paragraph 28 (Notices) of this Agreement.+
2. Continues the six (6) percent price reduction which originated pursuant to the Board of Supervisors' Contract Extension/Price Reduction Initiative pursuant to Amendment Number Three dated October 23, 2009 to August 31, 2017.
 4. Exhibit B (Price Matrix) (Revised March 1, 2015) of the Agreement is hereby deleted in its entirety and shall be replaced with a new Exhibit B (Price Matrix) (Revised

February 1, 2016), a true and correct copy of which is attached hereto and incorporated herein by this reference.

5. Except as otherwise provided under this Amendment Number Nine, the Agreement, as previously amended, and including all preambles and recitals set forth herein and therein, shall remain unchanged and in full force and effect.

**AMENDMENT NUMBER NINE
TO AGREEMENT 73635
WITH ELECTIONS SYSTEMS & SOFTWARE, LLC
FOR ABSENTEE VOTER BALLOT MATERIAL PROCESSING**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Nine to be subscribed on its behalf by the Registrar-Recorder/County Clerk or his/her designee and the Contractor has subscribed the same through its duly authorized officer as of the day, month and year first above written. The persons signing on behalf of Contractor warrant under penalty of perjury that he or she is authorized to bind the Contractor.

COUNTY OF LOS ANGELES

DEAN C. LOGAN
Registrar-Recorder/County Clerk

ELECTION SYSTEMS & SOFTWARE, LLC

AUTHORIZED SIGNATURE

PRINT OR TYPE NAME

TITLE

Tax Identification Number

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
VICKI KOZIKOUJEKIAN
Principal Deputy County Counsel

**ABSENTEE VOTER BALLOT MATERIAL PROCESSING
(INCOMING VOTE BY MAIL)
PRICE MATRIX
(Amended 2/1/2016)**

The billing components of the Agreement shall consist of Automated Signature Recognition (ASR), and Reduction/Discount. The unit price for each component shall be based on actual materials and/or services performed. Price shall include any and all charges including all applicable taxes. Contractor shall invoice County for materials provided and services performed in accordance with this Price Matrix.

I. INCOMING MAIL PROCESS: SCHEDULED ELECTIONS AND SPECIAL ELECTIONS: The flat fee unit price shall include, but is not limited, to the following processes:

- A. Basic Data Capture to support the Voter Signature Verification return database containing the Voter Information Management System (VIMS) Absentee Voter Identification Number specified order or group in a tray. This database is delivered to RR/CC on electronic media.
- B. VoteRemote Signature Capture which supports item A. above additionally provides data elements consisting of signature clips associated with the tray envelopes. The form of the data will be compressed TIFF files named with the Absentee Voter identification.
- C. Automated Signature Recognition (ASR) is a specialized computer software program that compares signatures on absentee ballot with registered voter signature on file.
- D. RR/CC will provide the Contractor with a written report of its use of ASR within 30 days of each Election. The Contractor will invoice County based on the attached pricing structure.
- E. On-Site Project Management.

II. AUTOMATED SIGNATURE RECOGNITION SET-UP:

Contractor shall install ASR capability on one or more computers at the RR/CC Headquarters facility in Norwalk for use by or at the direction of Contractor to provide services to County. ASR will run on a dedicated PC with enough licenses to account for the county's volume over each 12-month period. Pricing per license based on attached pricing structure.

III. REDUCTION/DISCOUNT

- A. Extend the current six percent (6%) pre-tax cost reduction currently in place, for the contract extension effective February 1, 2016 through August 31, 2017.

IV. INCOMING MAIL PROCESS; SCHEDULES ELECTIONS AND SPECIAL ELECTIONS PRICING: The incoming mail processing pricing and payment terms are set forth below. All invoices shall reference each component and specific description category as referenced herein:

	SERVICES	DESCRIPTION	UNIT PRICE
1	Incoming Mail Process-Scheduled Elections	<p>VoteRemote Signature Capture and Signature Verification scanning process: Signature Capture w/clipped image to VIMS voter registration system:</p> <p><u>Flat Fee Elections Included in Flat Fee</u></p> <ul style="list-style-type: none"> • November Countywide UDEL • State Primary • State General <p>*Amounts set forth above shall be invoiced after each applicable election.</p>	<p>\$24,400</p> <p>\$68,518</p> <p>\$125,582</p>
2	Incoming Mail Process-Special Elections	<p>a. VoteRemote Signature Capture and Signature Verification scanning process: Signature Capture w/ clipped image to VIMS voter registration system.</p> <p>Flat Fee for County Wide Special Elections</p> <p>Flat Fee for non-County Wide Special Elections (Special Elections are any election outside of an UDEL Election, Primary Election, and General Election</p> <p>b. One time setup charge per CPU (Each CPU is capable of handling 1.5 million ASR attempts in a 12 month period. During peak years it may be necessary to install a secondary ASR machine.)</p> <p>*Amounts set forth above shall be invoiced after each applicable election.</p>	<p>\$65,000</p> <p>\$1,000</p> <p>\$6,000</p>
3	Reduction/Discount	a. Cost reduction/discount (Expires 8/31/17)	6%



Dean C. Logan
Registrar-Recorder/County Clerk

February 2, 2016

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

Dear Supervisors:

**REQUEST APPROVAL TO EXTEND TERM
OF AGREEMENT NUMBER 76 5
WITH ROBIS ELECTIONS, INC.
FOR ELECTION HELP DESK SYSTEM
MAINTENANCE AND SUPPORT SERVICES
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Request Board approval to extend the term of the agreement with Robis Elections, Inc. (Robis) which will expire on September 3, 2016, for an additional year. The extension of the agreement term will allow the Registrar-Recorder/County Clerk (RR/CC) to maintain the current and experienced vendor throughout the 2016 Primary and General Election periods as well as time necessary to complete a new solicitation for the Election Help Desk System.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Registrar-Recorder/County Clerk (RR/CC), or designee, to execute the attached amendment to Agreement Number 76485 with Robis (Contractor) and extend Election Help Desk System maintenance and support services for an additional twelve (12) month period commencing September 4, 2016 through September 3, 2017, at the discretion of the Department Head, or designee, and after review by County Counsel. The original cost of this amendment if exercised was \$175,500. However, Robis offers a ten percent (10%) discount for the extension year if payment of invoice occurs prior to February 26, 2016. Therefore, the cost of this amendment if exercised is \$157,950. Funding for the amendment is included in the Fiscal Year (FY) 2016-17 Budget.

2. Delegate authority to Department Head, or designee, to terminate the amendment, in whole or in part, once the RR/CC has completed the solicitation and entered into a new agreement.
3. Delegate authority to Department Head, or designee, to prepare and execute amendments to the agreement to incorporate or change any contracting provision required by the Board of Supervisors, Chief Executive Officer, or designee.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

On March 4, 2008, your Board approved an agreement allowing the RR/CC to acquire a centralized election help desk support system that directly supported election-day troubleshooting operations. The agreement has provided election troubleshooting assistance to sources such as voters, pollworkers, candidates, media, community groups, and municipalities during the two weeks immediately preceding an election as well as on Election Day.

The purpose of the recommended action is to obtain approval to extend the term of the current agreement which will expire on September 3, 2016. The RR/CC is requesting a one year extension from September 4, 2016 through September 3, 2017. This extension will allow the RR/CC to release a solicitation that is in the Department's best interests, meet or exceed County requirements, and avoid any service interruption during this election period, which includes the upcoming November 8, 2016 Presidential General Election. It is consistent with the County's Strategic Goal of fiscal and financial responsibility, in that the RR/CC is determined to find the best and most affordable solution possible while ensuring the continued success of all elections impacted by the help desk system.

The RR/CC will provide Contractor oversight for the services provided and have delegated authority to execute the extension provision of the proposed amendment, to terminate this extension, and update any necessary contracting provisions in whole or in part at the sole discretion of the RR/CC once the solicitation process has been completed and entered into an agreement for said services.

Implementation of Strategic Plan Goals:

Goal No. 1, Operational Effectiveness: Approval of the recommendation to extend the agreement will allow seamless continuation of maintenance and support services for RR/CC's Election Help Desk System to support timely delivery of customer-oriented and efficient public services.

FISCAL IMPACT/FINANCING:

The original cost of this amendment if exercised was \$175,500. However, Robis offers a ten percent (10%) discount for the extension year if payment of invoice occurs prior to February 26, 2016. Therefore, the cost of this amendment if exercised is \$157,950.

Funding for the recommended one year extension for continued maintenance and support services is included in the Department's FY 2016-17 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On March 4, 2008, your Board approved a four year agreement with the Contractor including two 1-year and six month-to-month extension options for a centralized election help desk support system that directly supported election-day troubleshooting operations.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended amendment will allow RR/CC to receive uninterrupted maintenance and support services for the Election Help Desk System until the solicitation process is completed. No other impact to current services is anticipated.

CONCLUSION

The Chief Executive Office has reviewed and approved this Board letter. County Counsel has approved the attached Amendment Number Seven as to form.

Authority to extend the term of the agreement will allow the RR/CC to complete the solicitation process for Election Help Desk System services to ensure continued service during upcoming election periods, including the November General Election.

Respectfully submitted,

DRAFT

DEAN C. LOGAN
Registrar-Recorder/County Clerk

DCL:RF
FP:jw

Attachment

- c: Chief Executive Officer
- County Counsel
- Executive Officer, Board of Supervisors
- Chief Information Officer

**AMENDMENT NUMBER SEVEN
TO AGREEMENT NUMBER 76 5
BY AND BETWEEN COUNTY OF LOS ANGELES
AND ROBIS ELECTIONS, INC.
FOR
ELECTION HELP DES SYSTEM**

This Amendment Number Seven (“Amendment Number Seven”) to Agreement Number 76485 (“Agreement”) is entered into this _____ day of _____, 2016 by and between County of Los Angeles, a political subdivision of the State of California (“County”) and Robis Elections, Inc. (“Contractor”) a corporation in the State of Illinois. County and Contractor are sometimes hereinafter referred to collectively as the “Parties” and each individually as a “Party.”

WHEREAS, the Agreement was originally approved by the County’s Board of Supervisors on March 4, 2008;

WHEREAS, under that certain Amendment Number One to the Agreement dated July 9, 2009 the Agreement was amended to reflect, among other things, revised Background and Security language and revised Insurance language;

WHEREAS, under that certain Amendment Number Two to the Agreement dated October 9, 2009, pursuant to the Board of Supervisors approval of the Contract Extension/Cost Reduction initiative, the Agreement was amended to reflect, among other things, (i) extension of the initial term of the Agreement for an additional two-year period; (ii) increase of the Contract Sum by Three Hundred Eighteen Thousand, Seven Hundred Eighteen Dollars (\$318,718) to support the term extension; and; (iii) replaced the current Exhibit B (Price & Payment Schedules) with a new Exhibit B (Price & Payment Schedules) (Revised September 15, 2009);

WHEREAS, under that certain Amendment Number Three to the Agreement dated April 30, 2012, the Agreement was amended to reflect, among other things, (i) incorporation of Addendum A1 into Exhibit A (Statement of Work) to implement the Troubleshooter Pilot Project; and (ii) replacement of the current Exhibit B (Price & Payment Schedules) with a new Exhibit B (Price & Payment Schedules), (Revised April 19, 2012) to reflect the reallocation of funding categories;

WHEREAS, under that certain Amendment Number Four to the Agreement dated February 18, 2014, the Agreement was amended to reflect, among other things, (i) extension of the term of the Agreement for a one-year period; (ii) increase the contract amount for additional custom programming modifications; (iii) replaced Paragraph 19.0 (Indemnification) with a new Paragraph 19.0; (iv) replaced Paragraph 20.0 (General Insurance Requirements) with a new Paragraph 20.0; (v) replaced Paragraph 21.0 (Insurance Coverage Requirements) with a new Paragraph 21.0; (vi) replaced Paragraph 24.0 (Subcontracting) with a new Paragraph 24.0; (vii) incorporated Paragraph 68.0 (Warranty of Compliance with County’s Defaulted Property

Tax Reduction Program); (viii) incorporated Paragraph 69.0 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program); (ix) replaced Exhibit B (Pricing Schedule) with a new Exhibit B (revised November 13, 2013); and (x) replaced Exhibit D (Contractor's Administration) with a new Exhibit D (revised January 14, 2014).

WHEREAS, under that certain Amendment Number Five to the Agreement dated March 3, 2015, the Agreement was amended to reflect, among other things, (i) extension of the term of the Agreement for a one-year period.

WHEREAS, under that certain Amendment Number Six to the Agreement dated January 3, 2016, the Agreement was amended to reflect, among other things, (i) extend the term of the Agreement for a six month period;

WHEREAS, this Amendment Number Seven is made pursuant to Paragraph 6.0 (Amendment) of the Agreement; and

WHEREAS, the County and Contractor wish to further amend the Agreement to (i) incorporate Section 5.0 (Term), Paragraph 5.7 into the Agreement; (ii) exercise delegated authority to increase the contract amount; (iii) delete Section 7.0 (Contract Sum), Paragraph 7.1 of the Agreement and replace with a new Section 7.0, Paragraph 7.1; (iv) delete Exhibit B (Pricing Schedule) and replace with a new Exhibit B (Pricing Schedule);

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement is hereby amended as follows:

1. Section 5.0 (Term), Paragraph 5.7 is incorporated into the Agreement and reads as follows:

5.0 TERM

5.7 The "Extension" of this Agreement, which commences after the Initial Term and all Option Terms have expired, shall be effective upon approval by County's Board of Supervisors and run consecutively for one (1) year, unless terminated or extended, in whole or in part, as provided in this Agreement.

2. Exercise Registrar-Recorder/County Clerk's delegated authority to increase the Contract Sum, pursuant to Paragraph 6.0 (Amendments), sub-paragraph 6.4, to approximately (4.65%) of the total Contract Sum over the Term of the Agreement, not to exceed One Hundred Fifty-Seven Thousand Nine Hundred Fifty Dollars and 00/100 (\$157,950.00).
3. Section 7.0 (Contract Sum), Paragraph 7.1 of the Agreement is hereby deleted in its entirety and replaced with a new Paragraph 7.1 to read as follows:

7.1 The "Contract Sum" under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all Tasks, Subtasks, Deliverables, goods, services and other Work specified under this Agreement. The Contract Sum for this Agreement, including all applicable taxes, authorized by County hereunder is: \$3,552,280.50.

4. Exhibit B (Pricing Schedule) of the Agreement is hereby incorporated in its entirety, a true and correct copy of which is attached hereto and incorporated herein by this reference;

Except as otherwise provided under this Amendment Number Seven, the Agreement, as previously amended, including all preambles and recitals set forth herein and therein, shall remain unchanged and in full force and effect.

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DRAFT

**AMENDMENT NUMBER SEVEN
TO AGREEMENT NUMBER 76 5
BY AND BETWEEN COUNTY OF LOS ANGELES
AND ROBIS ELECTIONS, INC.
FOR
ELECTION HELP DES SYSTEM**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Seven to be subscribed on its behalf by the Registrar-Recorder/County Clerk or his designee and the Contractor has subscribed the same through its duly authorized officer as of the day, month and year first above written. The persons signing on behalf of Contractor warrant under penalty of perjury that he or she is authorized to bind the Contractor.

COUNTY OF LOS ANGELES

ROBIS ELECTIONS, INC.

DEAN C. LOGAN
Registrar-Recorder/County Clerk

DAVID DAVOUST
President

Tax Identification Number

DRAFT

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Vicki Kozikoujekian
Principal Deputy County Counsel

PRICING SCHEDULE
Election Help Des S stem and Support Ser ices
(Re ised No em er 1 , 015)

Product Description	Original
SOFTWARE SUPPORT SERVICES	
System Software/Access License	\$975,000.00
Set-up and Documentation (Estimated 30 days @ \$1,650.00/day)	\$49,500.00
Third Party Software	\$7,500.00
Annual Software Maintenance (6 years)	\$1,333,800.00
Six Month-to-Month Software Maintenance (Amendment #6)	\$87,750.00
Extension Year Software Maintenance (Amendment #7)	\$157,950.00
Software Upgrades Included	Included
Software Upgrade Installment Included	Included
Taxes (license & third party)	\$81,056.25
Taxes (annual maintenance - \$14,478.75 x 6 years)	11 ,7 0.50
ENHANCEMENTS	
Hourly Rate for Custom Programming Modifications - \$165	
Estimated Total Hours of Custom Programming – 1,875	30 ,375.00
Estimated Total Cost for Custom Programming	
Taxes (Custom Programming)	\$25,523.44
Handheld Barcode Scanners (Estimated at 80 X \$3,000) + tax 8.25%	\$259,800.00
Estimated Other Customization and Support	
425 hrs X \$165 + tax 8.25%	\$77,110.31
Additional Custom Programming (Amendment #4)	\$40,325.00
ADMINISTRATIVE SERVICES	
Hourly Rate for Additional Documentation	\$165.00
Hourly Rate for Additional Training	\$165.00
Hourly Rate for Technical Support (after hours)	\$165.00
Hourly Rate for Onsite Technical Support	\$165.00
Daily Rate for Onsite Technical Support	\$1,650.00
Election onsite Technical Support	\$1,650.00
Shipping/Pilot Pro ect Onl	\$350.00
OTHER (specif)	
Travel expenses:	
<i>Airfare</i> - Actual cost or coach class airfare, whichever is less	
<i>Ground Transportation</i> – reasonable cost, not to exceed the actual cost of renting an intermediate sized vehicle	
<i>Lodging and Meals</i> – not to exceed the applicable daily rates as set forth by the most current County of Los Angeles Auditor Controller Travel Expense Reimbursement guidelines (County Code Section 5.40.095).	\$27,450.00
At no time will total travel expenses exceed 100/day	
Preprinted documentation	10.00 per copy
TOTAL COST	3,55 , 0.50

PRICING SCHEDULE
Election Help Desks System and Support Services
(Revised December 1, 2015)

Annual Software Maintenance	Fixed Price
First-Year Initial Term (March , 00 - March 3, 00)	\$175,500
Second-Year Initial Term (March , 00 - March 3, 010)	\$175,500
Third-Year Initial Term (March , 010 - March 3, 011)	\$157,950
Fourth-Year Initial Term (March , 011 - March 3, 01)	\$157,950
Fifth-Year Initial Term (March , 01 - March 3, 013)	\$157,950
Sixth-Year Initial Term (March , 013 - March 3, 01)	\$157,950
First Option Year (March , 01 - March 3, 015)	\$175,500
Second Option Year (March , 015 - March 3, 016)	\$175,500
Six Month-to-Month Option (March , 016 - September 3, 016)	\$87,750
Extension Year (September , 016 - September 3, 017)	\$157,950
Total:	1,577,500.00
Fixed Price includes any applicable taxes.	
Invoice for Annual Maintenance may be submitted no earlier than December of the previous year for the subsequent coverage period from March to March.	
Invoice for Extension Year Annual Maintenance may be submitted no earlier than February 2, 2016 for the subsequent coverage period from September 4, 2016-September 3, 2017.	