



Los Angeles County Registrar-Recorder/County Clerk

DEAN C. LOGAN
Registrar-Recorder/County Clerk

July 18, 2017

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:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

20 July 18, 2017

LORI GLASGOW
EXECUTIVE OFFICER

**REQUEST APPROVAL TO EXTEND TERM OF AGREEMENT NUMBER 76485 WITH ROBIS ELECTIONS, INC. THROUGH IMPLEMENTATION OF THE VOTING SYSTEMS ASSESSMENT PROJECT
(ALL SUPERVISORIAL DISTRICTS) (THREE VOTES)**

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

SUBJECT

This Board Letter seeks approval to extend the term of agreement with Robis Elections, Inc. (Robis) to maintain current maintenance and support service until the implementation of the Department's Voting Systems Assessment Project (VSAP), which aims to replace the aging voting system with a voter-centered system design.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Department Head, or designee, to execute Amendment #10 (Attachment I) to Agreement Number 76485 with Robis and extend Election Help Desk System maintenance and support services through December 31, 2021.
2. Delegate authority to the Department Head, or designee, to negotiate and execute amendments, or terminate the Agreement as necessary, provided that County Counsel approval is obtained.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

VSAP was developed by the Registrar-Recorder/County Clerk to address an aging voting system

and an increasingly large and complex electorate. The project seeks a collaborative approach to voting system design and implementation that will put voters at the center of the process and maximize stakeholder participation.

Phases Four (System Engineering and Manufacturing Contract) and Five (Manufacturing and Certification) of the project will be in process for the next few years. Phase Four will include development of technical specifications as well as construction and subsequent testing of a high-fidelity prototype of the system. The solicitation, evaluation and selection of contractors to manufacture the various components of the product will also be conducted during this phase. Phase V will include state testing and certification of the system. Once certified, the system will be mass produced for training, outreach, and elections.

This extension will allow the RR/CC sufficient time to further develop specifications of the new voting system in order to release a help desk system solicitation that is in the Department's best interests, meet or exceed County requirements, and avoid any service interruption during this election period. Below is a list of the scheduled elections (excluding special elections):

- o November 7, 2017 Local and Municipal Consolidated Elections
- o June 5, 2018 Gubernatorial Primary Election
- o November 6, 2018 Gubernatorial General Election
- o November 5, 2019 Local and Municipal Consolidated Elections
- o June 2, 2020 Presidential Primary Election
- o November 3, 2020 Presidential General Election
- o November 2, 2021 Local and Municipal Consolidated Elections

The agreement will continue to be 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 and final phases of the VSAP project.

The recommendation is to extend the agreement for an additional four (4) year, three (3) month-to-month, and twenty-seven (27) day extension period to ensure continuation of mission critical services to interface with the VSAP system and experience. The Contractor has performed this service for nine years in a timely and effective manner without any incident.

Implementation of Strategic Plan Goals

This request supports the County Strategic Plan as follows:

Goal No. III, Realize Tomorrow's Government Today: Pursuing operational effectiveness, fiscal responsibility and accountability. Approval of the recommendation to extend the agreement will allow seamless continuation of agreements which support timely delivery of customer-oriented and efficient public services.

FISCAL IMPACT/FINANCING

Robis offers a twenty-five percent (25%) reduction for four (4) extension years and a ten percent (10%) reduction for the three (3) month-to-month and twenty-seven (27) day period in exchange for pre-payment in the amount of \$565,988 by July 31, 2017 for the entire four (4) year, three (3) month-to-month, and twenty-seven (27) day extension. Funding for the \$565,988 recommended extension for continued maintenance and support services is by Net County Cost (NCC) and has been

included in the Department's FY 2017-18 Budget. The total contract sum after the current amendment is executed will be \$4,288,802.

County will be reimbursed a prorated amount for any portion of services not performed during the extension years or month-to-month period as outlined in the Statement of Work or Pricing Schedule.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Your Board is authorized to approve this agreement with persons specially trained and experienced to perform the services described in this Board letter pursuant to California Government Code Section 31000.

The proposed agreement will commence upon approval by your Board for a four (4) year, three (3) month, and twenty-seven (27) day extension period unless extended or sooner terminated in-whole or in-part.

The agreement contains Board required provisions, including those pertaining to consideration of qualified County employees targeted for layoff, qualified GAIN/GROW participants for employment openings, as well as compliance with the Jury Duty Ordinance, the Safely Surrender Baby Law, and the Child Support Program.

The RR/CC has determined that provisions of the County's Living Wage Program (County Code Chapter 2.201) do not apply to this agreement. Also, the RR/CC has determined that provisions of the County's Low-Cost Labor Resource Program (Board Policy 5.030) do not apply to this agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended amendments will allow RR/CC to receive uninterrupted service until VSAP implementation.

CONCLUSION

The Chief Executive Office Budget Analyst has reviewed and approved this Board letter. County Counsel has reviewed and approved this Board letter and attached Amendment. The Chief Information Office (CIO) has reviewed and approved this Board Letter, and determined this recommended action contains no new technology matters requiring an analysis; therefore no formal CIO Analysis is required.

The Honorable Board of Supervisors

7/18/2017

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Respectfully submitted,



DEAN C. LOGAN

Registrar-Recorder/County Clerk

Reviewed by:



PETER LOO

Acting Chief Information Officer

DCL:RF:FPVW:jw

Enclosures

c: Chief Executive Officer
County Counsel
Chief Information Officer

**AMENDMENT NUMBER TEN
TO AGREEMENT NUMBER 76485
BY AND BETWEEN COUNTY OF LOS ANGELES
AND ROBIS ELECTIONS, INC.
FOR
ELECTION HELP DESK SYSTEM**

This Amendment Number Ten ("Amendment Number Ten") to Agreement Number 76485 ("Agreement") is entered into this _____ day of _____, 2017 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 ("2008 Agreement");

WHEREAS, Amendment Number One dated July 9, 2009, to the 2008 Agreement revised the Background and Security language and revised the Insurance language;

WHEREAS, Amendment Number Two dated October 9, 2009, to the 2008 Agreement reflects, among other things, (i) an extension of the initial term of the Agreement for an additional two-year period; (ii) an increase of the Contract Sum by Three Hundred Eighteen Thousand, Seven Hundred Eighteen Dollars (\$318,718) to support the term extension; and; (iii) the replacement the current Exhibit B (Price & Payment Schedules) with a new Exhibit B (Price & Payment Schedules) (Revised September 15, 2009);

WHEREAS, Amendment Number Three dated April 30, 2012, to the 2008 Agreement reflects, among other things, (i) an incorporation of Addendum A1 into Exhibit A (Statement of Work) to implement the Troubleshooter Pilot Project; and (ii) the 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, Amendment Number Four dated February 18, 2014, to the 2008 Agreement reflects, among other things, (i) an extension of the term of the Agreement for a one-year period; (ii) an increase the contract amount for additional custom programming modifications; (iii) the replacement Paragraph 19.0 (Indemnification) with a new Paragraph 19.0; (iv) the replacement Paragraph 20.0 (General Insurance Requirements) with a new Paragraph 20.0; (v) the replacement Paragraph 21.0 (Insurance Coverage Requirements) with a new Paragraph 21.0; (vi) the replacement Paragraph 24.0 (Subcontracting) with a new Paragraph 24.0; (vii) an incorporated Paragraph 68.0 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program); (viii) an incorporated Paragraph 69.0 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program); (ix) the replacement Exhibit B (Pricing Schedule) with a new Exhibit B (revised November 13, 2013); and (x) the replacement Exhibit D (Contractor's Administration) with a new Exhibit D (revised January 14, 2014).

WHEREAS, Amendment Number Five dated March 3, 2015, to the 2008 Agreement reflects, among other things, (i) an extension of the term of the Agreement for a one-year period.

WHEREAS, Amendment Number Six dated January 3, 2016, to the 2008 Agreement reflects, among other things, (i) an extension of the term of the Agreement for a six month-to-month period;

WHEREAS, Amendment Number Seven dated February 11, 2016, to the 2008 Agreement reflects, among other things, (i) the addition of Paragraph 5.7 to Section 5.0 (Term) of the Agreement, (ii) an increase the contract amount; (iii) the deletion of Section 7.0 (Contract Sum), Paragraph 7.1 of the Agreement and replace with a new Section 7.0, Paragraph 7.1; (iv) the deletion of Section 8.0 (Invoices and Payments), Paragraph 8.1 of the Agreement and replace with a new Section 8.0, Paragraph 8.1; and (v) the deletion of Exhibit B (Pricing Schedule) and replace with a new Exhibit B (Pricing Schedule);

WHEREAS, Amendment Number Eight dated October 4, 2016, to the 2008 Agreement reflect, among other things, (i) an increase the contract amount; (ii) the deletion of Section 7.0 (Contract Sum), Paragraph 7.1 of the Agreement and replacement with a new Section 7.0, Paragraph 7.1; and (iii) the deletion of Exhibit B (Pricing Schedule) and replace with a new Exhibit B (Pricing Schedule);

WHEREAS, Amendment Number Nine dated October 24, 2016, to the 2008 Agreement reflects, among other things, (i) an increase the contract amount; (ii) the deletion of Section 7.0 (Contract Sum), Paragraph 7.1 of the Agreement and replacement with a new Section 7.0, Paragraph 7.1; and (iii) the deletion of Exhibit B (Pricing Schedule) and replacement with a new Exhibit B (Pricing Schedule);

WHEREAS, the County and Contractor wish to further amend the Agreement to (i) delete Section 5.0 (Term) of the Agreement and replace with a new Section 5.0 (Term), (ii) 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 Section 8.0 (Invoices and Payments), Paragraph 8.1 of the Agreement and replace with a new Section 8.0, Paragraph 8.1; (v) delete Exhibit B (Pricing Schedule) and replace with a new Exhibit B (Pricing Schedule);

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

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), is incorporated into the Agreement and reads as follows:

5.0 TERM

- 5.1 The "Initial Term" of this Agreement shall be effective on March 4, 2008, or upon the approval by County's Board of Supervisors of the 2008 Agreement,

whichever was later, and shall continue for nine (9) years, nine (9) months, and twenty-seven (27) days through December 31, 2021, unless sooner terminated or extended in whole or in part as provided in this Agreement.

5.2 Contractor shall notify RR/CC when this Agreement is within six (6) months from the expiration of the term as provided hereinabove. Upon occurrence of this event, the Contractor shall send written notification to RR/CC at the address herein provide in Exhibit C (County's Administration).

2. Increase the Contract Sum, by a sum not to exceed Five Hundred Sixty-Five Thousand, Nine Hundred Eighty-Seven Dollars and 50/100 (\$565,987.50) which covers continued software maintenance during the Term from September 4, 2017 through December 31, 2021.

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: \$4,288,801.50.

4. Section 8.0 (Invoices and Payments), Paragraph 8.1 of the Agreement is hereby deleted in its entirety and replaced with a new Paragraph 8.1 to read as follows:

8.1 All work completed by Contractor must be approved in writing by County. Approval of such work shall not be unreasonably withheld. If County does not approve work in writing, no payment shall be due to Contractor for that work. All invoices submitted by Contractor for payment must have the applicable

Task/Deliverable Acceptance Certificate signed by Contractor's Project Director and County Project Director prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.

Early payment for continued maintenance and support services during the Extension Years and month-to-month period of this Agreement shall be permitted without an attached Task/Deliverable Acceptance Certificate. However, if the Contractor is unable to fulfill any portion of the contract services during the Term or the Agreement is terminated by the County as referenced in Paragraphs Fifty-Eight (58) through Sixty-Four (64) of the Agreement, the Contractor will reimburse the County a prorated amount for any portion of the services not performed as outlined in the Statement of Work or Pricing Schedule.

4. Exhibit B (Pricing Schedule) of the 2008 Agreement is hereby amended and 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 Ten, the 2008 Agreement and its Amendments, including all preambles and recitals set forth herein and therein, shall remain unchanged and in full force and effect.

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**AMENDMENT NUMBER TEN
TO AGREEMENT NUMBER 76485
BY AND BETWEEN COUNTY OF LOS ANGELES
AND ROBIS ELECTIONS, INC.
FOR
ELECTION HELP DESK SYSTEM**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Ten 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

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Nicole Davis Tinkham
Senior Deputy County Counsel

PRICING SCHEDULE
Election Help Desk System and Support Services
(Revised September 28, 2016)

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
Software Maintenance (Amendment #7)	\$157,950.00
Software Maintenance (Amendment #10)	\$565,987.50
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)	\$119,780.50
ENHANCEMENTS	
Hourly Rate for Custom Programming Modifications - \$165	
Estimated Total Hours of Custom Programming – 1,875	\$309,375.00
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
Additional Custom Programming (Amendment #8)	\$2,640.00
MC67 Scanner Hardware and Accessories (s+h, tax included) (Amendment #9)	\$167,893.50
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 Project Only	\$350.00
OTHER (specify)	
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 \$800/day	
Preprinted documentation	10.00 per copy
TOTAL COST	\$4,288,801.50

PRICING SCHEDULE
Election Help Desk System and Support Services
(Revised April 19, 2017)

Annual Software Maintenance	Fixed Price
First-Year Initial Term (March 4, 2008 – March 3, 2009) *	\$175,500
Second-Year Initial Term (March 4, 2009 – March 3, 2010) *	\$175,500
Third-Year Initial Term (March 4, 2010 – March 3, 2011) *	\$157,950
Fourth-Year Initial Term (March 4, 2011 – March 3, 2012) *	\$157,950
Fifth-Year Initial Term (March 4, 2012 – March 3, 2013) *	\$157,950
Sixth-Year Initial Term (March 4, 2013 – March 3, 2014) *	\$157,950
First Option Year (March 4, 2014 – March 3, 2015) *	\$175,500
Second Option Year (March 4, 2015 – March 3, 2016) *	\$175,500
Six Month-to-Month Option (March 4, 2016 – September 3, 2016) *	\$87,750
Extension Year (September 4, 2016 – September 3, 2017) **	\$157,950
Term (September 4, 2017 – September 3, 2018) ***	\$131,625
Term (September 4, 2018 – September 3, 2019) ***	\$131,625
Term (September 4, 2019 – September 3, 2020) ***	\$131,625
Term (September 4, 2020 – September 3, 2021) ***	\$131,625
Term (September 4, 2021 – December 3, 2021) ***	\$39,487.50
Total:	\$2,145,487.50

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.*

*** *Invoice Annual Maintenance may be submitted no earlier than July 1, 2017 for subsequent coverage periods from:*
September 4, 2017-September 3, 2018
September 4, 2018-September 3, 2019
September 4, 2019-September 3, 2020
September 4, 2020-September 3, 2021
September 4, 2021-December 3, 2021