

18. Recommendation: Authorize the Registrar-Recorder/County Clerk to execute an amendment to the agreement with SOE Software Corporation to extend Election Online Training System maintenance and support services for an additional 12 months commencing August 12, 2014 through August 11, 2015, with six month-to-month extension options, at a total of \$133,845, if all option periods are exercised, \$89,230 is included in the Fiscal Year 2014-15 Budget and \$44,615 will be included in the 2015-16 Budget; and execute amendments to the agreement to incorporate or change any contracting provision required by the Board and terminate the amendment, in whole or in part, once the Department has completed solicitation and entered into a new agreement. **(Registrar-Recorder/County Clerk)** *(NOTE: The Chief Information Officer recommended approval of this item.)* (14-3336)

On motion of Supervisor Ridley-Thomas, seconded by Supervisor Molina, this item was approved.

Ayes: 5 - Supervisor Molina, Supervisor Ridley-Thomas, Supervisor Yaroslavsky, Supervisor Antonovich and Supervisor Knabe

Attachments: [Board Letter](#)

Children and Families' Well-Being

19. Recommendation: Approve the use of form contracts and authorize the Director of Children and Family Services to execute four contracts with The Community College Foundation with a maximum contract total of \$5,523,837 financed by 75% Federal funds, 17.5% State funds, and 7.5% Net County Cost, for the provision of Partnering for Safety and Permanence - Model Approach to Partnerships in Parenting Training Services, effective August 1, 2014 or the date of execution, whichever is later, through July 31, 2015, with up to four one-year renewal options through July 31, 2019 and an extension period not to exceed six months to complete a solicitation or negotiation of a new contract; and authorize the Director to execute contract amendments to increase or decrease the maximum contact total by up to 10% to accommodate changes in the number of units of service. **(Department of Children and Family Services)** (14-3307)

On motion of Supervisor Ridley-Thomas, seconded by Supervisor Molina, this item was approved.

Ayes: 5 - Supervisor Molina, Supervisor Ridley-Thomas, Supervisor Yaroslavsky, Supervisor Antonovich and Supervisor Knabe

Attachments: [Board Letter](#)



Los Angeles County **REGISTRAR-RECORDER/COUNTY CLERK**

DEAN C. LOGAN
Registrar-Recorder/County Clerk

July 29, 2014

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
76470 WITH SOE SOFTWARE CORPORATION FOR ELECTION ONLINE TRAINING
SYSTEM MAINTENANCE AND SUPPORT SERVICES**

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

SUBJECT

Request Board approval to extend the term of the Agreement with SOE Software Corporation which will expire on August 11, 2014, for an additional year and six month-to-month options. The extension of the Agreement term will allow the Registrar-Recorder/County Clerk the time necessary to complete a solicitation for the Election Online Training System.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Registrar-Recorder/County Clerk (RR/CC), or designee, to execute the attached Amendment to Agreement Number 76470 with SOE Software Corporation (Contractor) and extend Election Online Training System maintenance and support services for an additional twelve month period commencing August 12, 2014 through August 11, 2015, with six month-to-month options, at the discretion of the Department Head, or designee, and after review by County Counsel. The total cost of this amendment if all option periods are exercised is \$133,845. Funding for the Amendment in the amount of \$89,230 is included in the Fiscal Year (FY) 2014-15 Budget. Funding in the amount of \$44,615 for the six month-to-month options will be included in the 2015-16 Budget.
2. Delegate authority to Department Head, or designee, to terminate the Amendment, in whole or in

part, once 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 February 12, 2008, your Board approved an Agreement allowing RR/CC to acquire the license and maintenance of a web-based online training curriculum appropriate to elections conducted in the State of California and the County of Los Angeles (County). The Agreement provides online training sessions for pollworkers throughout the County during each major Countywide election.

The purpose of the recommended action is to obtain approval to extend the term of the current Agreement which will expire on August 11, 2014. RR/CC is requesting a one year extension from August 12, 2014 through August 11, 2015, plus an additional six month-to-month options.

RR/CC launched an in-depth review of the technology being used by the current vendor, as well as other technologies available in the market to determine whether a solicitation would be financially practicable and flexible enough to meet the needs of RR/CC. This is consistent with the County's Strategic Goal of fiscal and financial responsibility, in that RR/CC is determined to find the best and most affordable solution possible while ensuring the continued success of all minor and major elections impacted by the online training system.

This extension will allow RR/CC to release a solicitation that is in the Department's best interests, that will meet or exceed County requirements, and will avoid any service interruption during this lengthy election period which, includes the upcoming November 4, 2014 General Election.

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 Online Training System to support timely delivery of customer-oriented and efficient public services.

FISCAL IMPACT/FINANCING

The total cost of this amendment if all option periods are exercised is \$133,845. Funding in the amount of \$89,230 for the recommended one year extension for continued maintenance and support services is included in the Department's FY 2014-15 Budget. Funding in the amount of \$44,615 to exercise the six month-to-month extension options will be included in the FY 2015-16 Budget, if extensions are required to complete the solicitation.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On February 12, 2008, your Board approved a four year Agreement with the Contractor including two 1-year and six month-to-month extension options for the purchase and implementation of an Election Online Training System which incorporated licensing and maintenance.

The Chief Information Office (CIO) reviewed this Board letter and recommends approval. The CIO determined that because the recommended action does not include any new information technology related matters, no formal CIO Analysis is required.

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

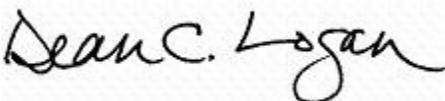
IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

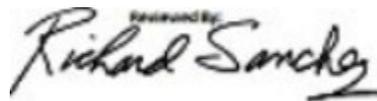
CONCLUSION

Authority to extend the term of the Agreement will allow RR/CC to complete the solicitation process for Election Online Training System maintenance and support services will ensure continued service during upcoming election periods, including the November General Election.

Respectfully submitted,



DEAN C. LOGAN
Registrar-Recorder/County Clerk



RICHARD SANCHEZ
Chief Information Officer

DCL:RF:jw

Enclosures

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

**AMENDMENT NUMBER SIX
TO AGREEMENT NUMBER 76470
BY AND BETWEEN COUNTY OF LOS ANGELES AND
SOE SOFTWARE CORPORATION
FOR ELECTION ONLINE TRAINING SYSTEM**

This Amendment Number Six ("Amendment Number Six") to Agreement Number 76470 ("Agreement") is entered into this _____ day of _____, 2014 by and between the County of Los Angeles, a political subdivision of the State of California ("County") and SOE Software Corporation, a wholly owned subsidiary of ScytI USA, ("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 and approved by the County's Board of Supervisors on February 12, 2008;

WHEREAS, under the Agreement, the Contractor shall provide the County with an Election Online Training System;

WHEREAS, under that certain Amendment Number One to the Agreement dated May 20, 2009, the Agreement was amended to replace Exhibit E (Contractor's Administration) with a new Exhibit E (Contractor's Administration) (Revised May 6, 2009);

WHEREAS, under that certain Amendment Number Two to the Agreement dated April 4, 2011, the Agreement was amended to replace the existing Exhibit E (Contractor's Administration) with a new Exhibit E (Contractor's Administration) (Revised March 10, 2011);

WHEREAS, under that certain Amendment Number Three to the Agreement dated January 17, 2012, the Agreement was amended to recognize the acquisition of SOE as a wholly owned subsidiary of ScytI USA on January 5, 2012; and extend the term of the Agreement for its first option-year effective February 12, 2012 through February 11, 2013;

WHEREAS, under that certain Amendment Number Four to the Agreement dated February 7, 2013, the Agreement was amended to (i) extend the term of the Agreement for its final option-year; (ii) delete Section 35.0 (General Insurance Requirements) and replace with a new Section 35.0; (iii) delete Section 36.0 (Insurance Coverage Requirements) and replace with a new Section 36.0; delete Paragraph 51.8 (Subcontracting) and replace with a new Paragraph 51.8; (v) delete Exhibit D (County's Administration) and replace with a new Exhibit D (Revised January 16, 2013); and (vi) delete Exhibit E (Contractor's Administration) and replace with a new Exhibit E (Revised January 16, 2013);

WHEREAS, under that certain Amendment Number Five to the Agreement dated January 13, 2014, the Agreement was amended to (i) extend the term of the Agreement for a six month period; (ii) add Data Destruction; (iii) add Warranty of Compliance with County's Defaulted Property Tax Reduction Program; and (iv) add Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program;

WHEREAS, this Amendment Number Six 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) delete Section 5.0 (Term) of the Agreement and replace with a new Section 5.0 (Revised April 21, 2014); (iii) delete Section 7.0 (Contract Sum) of the Agreement and replace with a new Section 7.0 (Revised April 21, 2014); (iv) delete Section 34.0 (Indemnification) of the Agreement and replace with a new Section 34.0 (Revised April 21, 2014); (v) incorporate Exhibit B2 (Pricing Schedule); (vi) delete Exhibit D (County's Administration) and replace with a new Exhibit D (Revised April 21, 2014); and (vii) delete Exhibit E (Contractor's Administration) and replace with a new Exhibit E (Revised April 21, 2014);

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 5.6 and Section 5.7 (Term) are added to the Agreement and each new Section reads as follows:

5.0 TERM

5.6 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.

5.7 County further authorizes the Registrar-Recorder/County Clerk, or designee, at their discretion, to authorize month-to-month extensions for a period not to exceed six (6) months, at the end of the one (1) year Extension cited in Section 5.6, if exercised. Contractor agrees that such option(s) shall be at rate(s), terms and conditions set forth in this Agreement.

2. 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:

The Contract Sum under the term of this Agreement shall be the total monetary amount payable by County to the Contractor for supplying all services specified

under this Agreement for the Initial Term (\$1,493,628) and Extension (\$133,845). The total Contract Sum for this Agreement, including applicable taxes, is one million, six hundred twenty-seven thousand, four hundred seventy-three dollars (\$1,627,473) and shall be allocated as set forth in Exhibits B and B2 (Pricing Schedule).

3. Section 34.0 of the Agreement is hereby deleted in its entirety and replaced with a new Section 34.0 to read as follows:

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (“shall hereafter be referred to, individually or collectively, as County Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

4. Exhibit B2 (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.
5. Exhibit D (County’s Administration) of the Agreement is hereby deleted in its entirety and replaced with by a new Exhibit D (Revised April 21, 2014);
6. Exhibit E (Contractor’s Administration) of the Agreement is hereby deleted in its entirety and replaced with by a new Exhibit E (Revised April 21, 2014);

Except as otherwise provided under this Amendment Number Six, 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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**AMENDMENT NUMBER SIX
TO AGREEMENT NUMBER 76470
BY AND BETWEEN COUNTY OF LOS ANGELES AND
SOE SOFTWARE CORPORATION
FOR ELECTION ONLINE TRAINING SYSTEM**

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

SOE SOFTWARE CORPORATION

DEAN C. LOGAN
Registrar-Recorder/County Clerk

ROCKY SHIREY
Chief Information Officer

Tax Identification Number

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
VICKI KOZIKOUJEKIAN
Principal Deputy County Counsel

PRICING SCHEDULE

ITEM DESCRIPTION	TOTAL COST*
Support and Maintenance Services (Year 7) Date: August 12, 2014 - August 11, 2015	\$89,230.00
SUBTOTAL	\$89,230.00
Support and Maintenance Services (6 month-to-month options) Date: August 12, 2015 - February 11, 2015	\$44,615.00
CONTRACT SUM	\$133,845.00

* Includes all applicable taxes

COUNTY'S ADMINISTRATION

COUNTY PROJECT DIRECTOR:

Name: Michael Petrucello
Address: 12400 Imperial Highway
Suite 7020B
Norwalk, CA 90650
Telephone: (562) 462-2712
Email Address: mpetrucello@rrcc.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Ray Ching
Address: 12400 Imperial Highway
Suite 6001C
Norwalk, CA 90650
Telephone: (562) 462-2708
Email Address: rching@rrcc.lacounty.gov

COUNTY PROJECT MONITOR:

Name: Maribel Soto
Address: 12400 Imperial Highway
Suite 6205
Norwalk, CA 90650
Telephone: (562) 462-2814
Email Address: msoto@rrcc.lacounty.gov

(Revised April 21, 2014)

SOE SOFTWARE CORPORATION ADMINISTRATION

CONTRACTOR'S PROJECT DIRECTOR:

Name: Wendy Williams
Title: Client Services Manager
Address: 5426 Bay Center Drive
Suite 525
Tampa, FL 33609
Telephone: (813) 865-7547
E-Mail Address: wwilliams@soesoftware.com

CONTRACTOR'S PROJECT MANAGER:

Name: Mathew Breejen
Title: Director of Training and Development
Address: 5426 Bay Center Drive
Suite 525
Tampa, FL 33609
Telephone: (813) 490-7148
E-Mail Address: mbreejen@soesoftware.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Rocky Shirey
Title: Chief Information Officer
Address: 5426 Bay Center Drive
Suite 525
Tampa, FL 33609
Telephone: (813) 865-7533
E-mail Address: rshirey@soesoftware.com

Notices to Contractor shall be sent to the following address:

Name: Wendy Williams
Title: Client Services Manager
Address: 5426 Bay Center Drive
Suite 525
Tampa, FL 33609
Telephone: (813) 865-7547
E-Mail Address: wwilliams@soesoftware.com

(Revised April 21, 2014)