



DEAN C. LOGAN
Registrar-Recorder/County Clerk

Los Angeles County 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

22 July 18, 2017

LORI GLASGOW
EXECUTIVE OFFICER

REQUEST APPROVAL TO EXTEND TERM OF CONTRACT 73635 WITH ELECTION SYSTEMS AND SOFTWARE THROUGH IMPLEMENTATION OF THE VOTING SYSTEMS ASSESSMENT PROJECT (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

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

SUBJECT

This Board Letter seeks approval of an amendment to extend term of agreement with Election Systems and Software, LLC (ESS) to continue providing automated signature verification services to all incoming Vote by Mail envelopes during elections containing vote ballots during elections until the implementation of the Department's Voting Systems Assessment Project (VSAP). The VSAP 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 Number Twelve (Attached) to Agreement Number 73635 with ESS for a contract extension effective September 1, 2017 to December 31, 2021. The estimated total cost for the extension is \$1,294,640 which breaks down to \$247,380 for FY 17-18; \$235,425 for FY 18-19; \$247,380 for FY 19-20; \$317,075 for FY 20-21 and \$247,380 for FY 21-22.
2. Delegate authority to the Department Head, or designee, to negotiate and execute amendments and/or terminate the agreement, in whole or in part, as deemed in the best interest for the County provided that County Counsel approval is obtained (a) prior to initiating any such action and (b) of the amendment or termination.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Voting Systems Assessment Project (VSAP)

VSAP was launched by the Los Angeles County RR/CC in 2009 to address aging voting systems and an increasingly large and complex electorate. VSAP is a five-phase plan aimed to modernize the County's voting systems and voting experience through a human-centered approach that is publicly owned and operated. The recent completion of the Phase 3 engagement with global design and innovation firm IDEO resulted in engineering specifications for a new voting experience consisting of a new Ballot Marking Device (BMD), an improved Vote by Mail (VBM) ballot, an innovative Interactive Sample Ballot (ISB), and a Tally System based on modern, scalable technologies.

In October 2016, RR/CC engaged with Gartner Inc., an information technology advisory firm to develop a sourcing strategy and provide guidance on implementation strategies through July 31, 2017. On November 22, 2016, a Board Motion authorized a new agreement with IDEO, in design stewardship capacity, to provide advice through the new voting system's manufacturing and implementation, in order to ensure the integrity of the system design.

On April 24, 2017 the RR/CC released a Request for Information (RFI) to research the vendor landscape to better understand the current products and services available in the marketplace and seek input from vendors to help inform the County's upcoming solicitation activity for manufacturing and certification of new voting equipment and services. The new voting experience will include new ballot marking devices and associated ballot to be used at Vote Centers, the use of ePollbooks supporting a ballot activation mechanism, the new Tally System, new Vote By Mail ballots (and associated changes to the Election Contest and Ballot Management System (ECBMS), and expanded early voting locations.

Although the RR/CC is diligently moving forward with the development and implementation of the VSAP system it is not available now. Therefore, the RR/CC requires the continuation of the current voting systems, discussed below, until the complete transition to the new voting system.

Incoming Vote by Mail- Automated Signature Verification Services

There are 2,191,828 voters who have signed up to permanently receive and cast their Vote by Mail ballots by mail. ESS works with RR/CC staff at RR/CC Headquarters 26 days before to up to 14 days after Election Day. 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.

ESS's role is to verify voter handwritten signatures by matching them against an image of the voter's signature stored in the DIMS Election Management System database. ESS loads specialized automated signature verification software onto County-owned envelope scanning machines and provides staff to operate the machines. 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. After the signatures are verified, the RR/CC removes the voted ballots from the envelopes, and counts them.

Approval of the recommended contract extension will allow ESS to continue providing incoming vote by mail automated signature verification software and services to quickly process up to 2.2 million incoming return ballots during a major election.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan Goal III, Realize Tomorrow's

Government Today. Our increasingly dynamic, and complex environment, challenges our collective abilities to respond to public needs and expectations. We want to be an innovative, flexible, effective, and transparent partner focused on advancing the common good.

FISCAL IMPACT/FINANCING

The total cost for the extension is \$1,294,640 which will be included in future budget requests and funded by Net County Costs. The cost breakdown is \$247,380 for FY 17-18; \$235,425 for FY 18-19; \$247,380 for FY 19-20; \$317,075 for FY 20-21 and \$247,380 for FY 21-22.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Your Board is authorized to approve Amendment Twelve pursuant to Government Code Section 31000. The RR/CC's mission provides election services in a fair, accessible and transparent manner and is responsible for registering voters, maintaining voter files, administering federal, state, local and special elections and verifying initiatives, referenda and recall petitions. Los Angeles County, with more than 500 political districts and 5.2 million registered voters, is the largest and most complex county election jurisdiction in the country. The renewal option term for the current agreement expires on August 31, 2017.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will ensure signature verification services on up to 2.2 million incoming vote by mail envelopes during the following elections in Los Angeles County through Phases 4 and 5, which will mark the implementation of new replacement voting systems:

- o October 23, 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

CONCLUSION

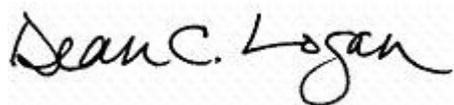
The Chief Executive Office Budget Analyst has reviewed and approved this Board letter. County Counsel has reviewed and approved this Board letter and attached Amendments. The Chief Information Office (CIO) has reviewed and approved this Board letter. The CIO determined this recommended action contains no new Information Technology (IT) matters since it is an extension of the current agreement. 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:APL:

FPVW:ca

Enclosures

c: Chief Executive Officer
County Counsel
Chief Information Officer

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

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

This Amendment Number Twelve ("Amendment Number Twelve") to Agreement Number 73635 ("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 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, with respect to Incoming Vote by Mail election services, was further amended to, among other things, (i) extend the term of the Agreement for an additional one year to run through February 28, 2016, and authorized six month-to-month option periods commencing March 1, 2016 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, under that certain Amendment Number Nine dated February 11, 2016 the Agreement, with respect to Incoming Vote by Mail election services, was further amended 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; (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; (iii) replace the current Exhibit A (Statement of Work Incoming Vote by Mail) (Revised March 1, 2015) with a new Exhibit A (Statement of Work Incoming Vote by Mail) (Revised February 2, 2016); and (iv) replace the current Exhibit B (Price Matrix) (Revised March 1, 2015) with a new Exhibit B (Price Matrix) (Revised February 2, 2016);

WHEREAS, under that certain Amendment Number Ten dated February 29, 2016 the Agreement, with respect to Incoming Vote by Mail election services, was further amended to, among other things, (i) extend the term of the Agreement for six month-to-month periods effective March 1, 2016 through August 31, 2016;

WHEREAS, under that certain Amendment Number Eleven dated August 31, 2016 the Agreement, with respect to Incoming Vote by Mail election services, was further amended to, among other things, (i) extend the term of the Agreement for an additional one-year period effective September 1, 2016 through August 31, 2017;

WHEREAS, the County and Contractor wish to further amend the Agreement to, among other things, (i) extend the term of the Agreement through December 31, 2021; (ii) increase the contract sum by \$1,294,640; and (iii) provide new scanning equipment in exchange for the extension all as set forth in this Amendment.

WHEREAS, this Amendment Number Twelve 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 December 31, 2021, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.
- 6.2 County shall notify Contractor of any determination to extend this Agreement no less than thirty (30) Days before any extension period is to begin.

- 6.3 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. Exhibit B (Price Matrix) (Revised February 2, 2016) of the Agreement is hereby deleted in its entirety and shall be replaced with a new Exhibit B (Price Matrix) (Revised September 1, 2017), a true and correct copy of which is attached hereto and incorporated herein by this reference.
3. Except as otherwise provided under this Amendment Number Twelve, 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.

**ABSENTEE VOTER BALLOT MATERIAL PROCESSING
PRICE MATRIX (INCOMING VOTE BY MAIL)
(Amended 9/1/2017)**

SERVICES	DESCRIPTION	UNIT PRICE																														
Incoming Mail Processing	MBV Signature Capture and Signature Verification scanning process: Signature Capture w/clipped image to DIMS voter registration system:																															
	<p>Fee for non-County Wide Special Elections (Special Elections are any election outside of a County Wide Special Election, Primary Election, and General Election)</p> <table border="0"> <tr> <td>Less than 5,000 pieces</td> <td>\$2,500 per election</td> </tr> <tr> <td>5,001-25,000 pieces</td> <td>\$5,000 per election</td> </tr> <tr> <td>25,001-75,000 pieces</td> <td>\$10,000 per election</td> </tr> <tr> <td>75,001-150,000 pieces</td> <td>\$18,750 per election</td> </tr> <tr> <td>150,001+</td> <td>\$28,060 per election</td> </tr> </table> <p>County Wide Special Elections State Primary \$74,750 per election State General (up to 50,000 pieces) \$86,820 per election State General (up to 50,000 pieces) \$11,500 per election</p> <p>More than 50,000 pieces will be billed, in addition to the above fee in accordance with the following graduated scale, as follows:</p> <table border="1" data-bbox="407 1245 1060 1556"> <thead> <tr> <th colspan="2">Volume Band</th> <th>Cost per piece</th> </tr> </thead> <tbody> <tr> <td>50,000</td> <td>200,000</td> <td>\$ 0.173</td> </tr> <tr> <td>200,001</td> <td>500,000</td> <td>\$ 0.127</td> </tr> <tr> <td>500,001</td> <td>1,000,000</td> <td>\$ 0.092</td> </tr> <tr> <td>1,000,001</td> <td>1,500,000</td> <td>\$ 0.081</td> </tr> <tr> <td>1,500,001</td> <td>2,000,000</td> <td>\$ 0.046</td> </tr> <tr> <td>2,000,001+</td> <td></td> <td>\$ 0.023</td> </tr> </tbody> </table> <p>*Amounts set forth above shall be invoiced after each applicable election.</p>	Less than 5,000 pieces	\$2,500 per election	5,001-25,000 pieces	\$5,000 per election	25,001-75,000 pieces	\$10,000 per election	75,001-150,000 pieces	\$18,750 per election	150,001+	\$28,060 per election	Volume Band		Cost per piece	50,000	200,000	\$ 0.173	200,001	500,000	\$ 0.127	500,001	1,000,000	\$ 0.092	1,000,001	1,500,000	\$ 0.081	1,500,001	2,000,000	\$ 0.046	2,000,001+		\$ 0.023
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Service Level Commitments

ELECTION SIZE	SERVICE LEVEL
Less than 5,000 pieces	On site for kick off meeting
	Participation in weekly status meetings by phone
	Phone/ Remote SW/ HW support
	On site service response no more than 2 working days
5,001-25,000 pieces	On site for kick off meeting
	Participation in weekly status meetings by phone
	Phone/ Remote SW/ HW support
	On site service response no more than next working day
25,001-75,000 pieces	On site for kick off and weekly status meetings
	On site during active envelope processing
75,001-150,000 pieces	On site for kick off and weekly status meetings
	On site during active envelope processing
150,001+	On site for kick off and weekly status meetings
	On site during active envelope processing

Mail Ballot Verifier (MBV) Units Terms and Conditions:

In accordance with the terms and conditions of this Agreement, Contractor shall provide MBV units which shall replace the County's current VoteRemote units. Contract shall provide such MBV units in accordance with the following terms:

- Contractor shall install three (3) Mail Ballot Verifier (MBV) units on a schedule to be mutually agreed upon by the parties. The County may use the MBV units during the Term in accordance with the license terms set forth in the Agreement;
- The MBV units shall, at all times, remain the property of Contractor and the Contractor shall remove the MBV units upon expiration of the Agreement;
- The fees set forth above include installation, training, as well as hardware and software support for the MBV units; and
- Contractor agrees to extend the use and support of the Contractor owned server provided to County in 2016 through the Term.

**AMENDMENT NUMBER TWELVE
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 Twelve 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 _____
NICOLE DAVIS TINKHAM
Senior Deputy County Counsel