



COUNTY OF LOS ANGELES

REGISTRAR-RECORDER/COUNTY CLERK

12400 IMPERIAL HWY. – P.O. BOX 1024, NORWALK, CALIFORNIA 90651-1024

Conny B. McCormack
Registrar-Recorder/County Clerk

January 31, 2006

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:

**APPROVE AMENDMENT NUMBER TWO TO EXTEND AGREEMENT NUMBER
71246 WITH DATA INFORMATION MANAGEMENT SYSTEM
FOR VOTER INFORMATION MANAGEMENT SYSTEM SERVICES
(ALL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor to sign Amendment Number Two (Amendment) (Attachment I), to Agreement Number 71246 (Agreement) with Data Information Management Systems (DIMS) to extend Voter Information Management System (VIMS) maintenance and support services for up to an additional twelve months, on a month-to-month basis, effective February 10, 2006 at a cost of \$32,616 per month for a total of \$391,392 if all twelve months are needed. Funds are available in the Department of the Registrar-Recorder/County Clerk (RR/CC) operating budget.
2. Authorize the Registrar, or her designee, to execute the attached amendment (Attachment II) to the agreement with the City of Los Angeles for on-line access to VIMS at no additional cost to the City of Los Angeles for the duration of the month-to-month extension period.
3. Authorize the Registrar, or her designee, to terminate the month-to-month extension of the Agreement, upon 30 days written notice to Contractor.

4. Authorize the Registrar, or her designee, to terminate the month-to-month extension of the agreement with the City of Los Angeles, upon 30 days written notice to the City Clerk.

PURPOSE/ JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of the recommended action is to extend the existing VIMS Agreement up to twelve months, on a month-to-month basis, ending February 9, 2007 if all twelve months are needed, for continued maintenance and support of the County's voter information management system in order to allow the RR/CC sufficient time to complete contract negotiations with the incumbent Contractor and recommend a new contract for your Board's consideration. This contractor has provided exceptional maintenance and support services in a cost effective manner since the initial development and implementation of VIMS in 1998. Additionally, due to software proprietary issues, complexities with managing voter information system and mission critical need for uninterrupted services, the incumbent Contractor is the only source that can provide maintenance and support services for VIMS. The continuation of their services is paramount to the successful conduct of elections in the County of Los Angeles.

Implementation of Strategic Plan Goals:

This request supports the County Strategic Plan as follows:

Goal No. 3: Organizational Effectiveness: Ensure that service delivery systems are efficient, effective, and goal-oriented. The Amendment will ensure services provided under the Agreement are uninterrupted and thus ensuring VIMS is well maintained for optimal performance and use by County and affected cities in conducting elections.

FISCAL IMPACT/ FINANCING:

The additional maintenance service will cost \$32,616 monthly for a total of \$391,392 if all twelve months are needed. RR/CC has funding in its operating budget to finance these services. VIMS replaced the cost prohibitive voter registration and election management system designed and developed in 1976 by Internal Services Department. VIMS greatly reduced the annual cost of maintaining the voter information system from \$1.05 per registered voter to \$0.07 per registered voter. In addition to cost savings, VIMS enabled increased reliability, operational efficiencies, service delivery and improved automation of functions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On February 10, 1998, your Board adopted a five (5) year Agreement plus three (3) one-year renewal options with Data Information Management Systems (DIMS) for a client server environment voter information management system.

In May 1998 and February 2004 your Board authorized the RR/CC to enter into contracts with the City of Los Angeles and the City of Long Beach respectively, for on-line access to VIMS.

The City of Los Angeles contract, in return for a one-time payment to the County of \$500,000, provides the City of Los Angeles with on-line access to VIMS for the duration of the County's Agreement, not to exceed eight (8) years. The contract with the City of Los Angeles provided immediate revenue to offset the County's expenditure for the initial purchase and installation of VIMS. Since the agreement with the City of Los Angeles would expire upon the February 9, 2006 expiration the Agreement, the month-to-month extension would ensure no interruption of any election services provided by the City of Los Angeles in 2006.

The City of Long Beach contract, in return for two installment payments of \$33,557 each paid over two (2) years, provides the City of Long Beach with on-line access to VIMS for the duration of the Agreement and allows the City of Long Beach the use of VIMS for the 2006 election cycle without additional cost to the City of Long Beach if County renews or extends the VIMS Agreement.

The partnerships with RR/CC VIMS and the cities have helped to improve the quality of the voter data, and pollworker and polling place data used by all jurisdictions.

The current Agreement, including option years, will expire on February 9, 2006. The existing Agreement was established through a competitive bid process. On September 26, 2005, due to the proprietary nature of the VIMS software, RR/CC notified your Board of our intent to negotiate a sole source contract with the incumbent Contractor for continued maintenance and support services of VIMS. Due to unforeseen workload demands, in part caused by the November 8, 2005 Special Election, the procurement process will not be completed prior to expiration of the current Agreement. The new sole source Agreement documents have been developed and are currently under review.

The Contractor has agreed to hold the same rates, terms and conditions, which includes all County mandated contract requirements, for the proposed month-to-month extension period. Only the term of the Agreement is affected, all other terms and conditions of the current Agreement will remain unchanged. The Contractor is in compliance with all Board, Chief Administrative Officer, and County Counsel requirements.

The Chief Administrative Office (CAO) has reviewed and approved this Board letter. County Counsel has reviewed this Board letter and approved as to form the attached Amendment.

CONTRACTING PROCESS:

There was no contracting process associated with the recommended action.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the proposed Amendment will ensure uninterrupted service to VIMS which maintains the data files on over 3.8 million registered voters. Additionally, will enable County to continue to provide the City of Los Angeles and the City of Long Beach with on-line access to VIMS and ensure continuation of partnerships with VIMS and the cities which have helped to improve the quality of the voter data, pollworker and polling place data used by all jurisdictions.

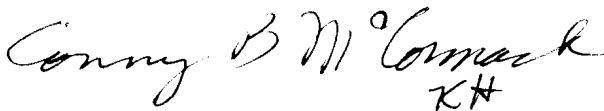
CONCLUSION

Upon approval and execution of the Amendment, it is requested that the Executive Officer/Clerk of the Board, return one adopted stamped copy of the Board letter and two originally signed copies of the Amendment to:

County of Los Angeles
Registrar-Recorder/County Clerk
12400 Imperial Highway, Room 7201
Norwalk, CA 90650

Attention: Ngozi Ume
Head, Management Services

Respectfully submitted,



CONNY B. McCORMACK
Registrar-Recorder/County Clerk

CBM:NU:hwk

Attachments (2)

c: Chief Administrative Office
County Counsel

AMENDMENT NUMBER TWO
TO
AGREEMENT 71246
WITH
DATA INFORMATION MANAGEMENT SYSTEMS, INC.
FOR
VOTER INFORMATION MANAGEMENT SYSTEM

**AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 71246
BY AND BETWEEN THE COUNTY OF LOS ANGELES AND
DATA INFORMATION MANAGEMENT SYSTEMS, INC. FOR
VOTER INFORMATION MANAGEMENT SYSTEM**

This Amendment Number Two ("Amendment Number Two") to Agreement Number 71246 ("Agreement") is entered into this _____ day of _____, 2006 by and between the County of Los Angeles ("County") and Data Information Management Systems, Inc. ("Contractor"). The County and Contractor are sometimes hereinafter referred to collectively as the "Parties" and each individually as a "Party."

WHEREAS, the Parties entered into the Agreement as of February 10, 1996 for the County's Voter Information Management System;

WHEREAS, the Agreement was amended on February 9, 2005 under that certain Amendment No. 1;

WHEREAS, under Paragraph 6 (CHANGE NOTICES AND AMENDMENTS) of the Agreement, the Parties may amend the terms of the Agreement under certain conditions;

WHEREAS, the term of the Agreement is currently set to expire on February 10, 2006; and

WHEREAS, County and Contractor desire to extend the term of the Agreement as provided herein below.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, County and Contractor agree as follows:

1. Subparagraph 2.2.6 of Paragraph 2 (ADMINISTRATION OF AGREEMENT – COUNTY) of the Agreement is hereby deleted in its entirety and shall be replaced with a new Subparagraph 2.2.6 to read as follows:

"2.2.6 County's Project Monitor is responsible for overseeing the day-to-day administration of this Agreement. The Project Monitor reports to the County's Project Manager.

County's Project Monitor for this Agreement shall be the following person or his designee:

Ray Ching, Data Systems Supervisor
Information & Election Systems
County of Los Angeles
Registrar-Recorder/County Clerk
12400 Imperial Highway
Norwalk, CA 90650
(562) 462-2445"

2. Paragraph 5 (TERM) of the Agreement is hereby deleted in its entirety and shall be replaced with a new Paragraph 5 (TERM) to read as follows:

"5. TERM

- 5.1 The term of this Agreement shall commence upon the Effective Date and shall continue for a period of five (5) years thereafter, unless sooner terminated, in whole or in part, as provided in this Paragraph 5. The term shall then automatically extend, for three (3) additional one year periods (each such one year period, an "Option Term"), unless Director shall notify Contractor in writing of County's election not to so extend the term of this Agreement no less than ninety (90) days prior to the beginning of the relevant Option Term.
- 5.2 In addition to the foregoing, at the end of the final Option Term, the term of this Agreement shall be automatically further extended an additional twelve (12) months on a month-to-month basis unless terminated by the Director as provided in Paragraph 5.3 below. All current rate(s) and other terms and conditions of this Agreement shall remain in effect for the duration of the extension period.
- 5.3 County authorizes the Director, or her designee, to terminate the month-to-month extension at her sole discretion, by giving Contractor thirty (30) days advance written notice."

3. Paragraph 12 (ASSIGNMENT AND DELEGATION) of the Agreement is hereby deleted in its entirety and shall be replaced with a new Paragraph 12 (ASSIGNMENT AND DELEGATION) to read as follows:

"12. ASSIGNMENT AND DELEGATION

- 12.1 The Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any

attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

12.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of the Agreement.

12.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."

4. Paragraph 62 (CONTRACTOR RESPONSIBILITY AND DEBARMENT) of the Agreement is hereby deleted in its entirety and shall be replaced with a new Paragraph 62 (CONTRACTOR RESPONSIBILITY AND DEBARMENT) to read as follows:

"62. CONTRACTOR RESPONSIBILITY AND DEBARMENT

62.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It

is the County's policy to conduct business only with responsible Contractors.

62.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

62.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

62.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the

debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

62.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors."

5. As herein above amended, this Agreement, as previously amended, shall remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY OMITTED

AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 71246
BY AND BETWEEN THE COUNTY OF LOS ANGELES AND
DATA INFORMATION MANAGEMENT SYSTEMS, INC. FOR
VOTER INFORMATION MANAGEMENT SYSTEM

IN WITNESS WHEREOF, Contractor has executed this Amendment Number Two, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Amendment Number Two to be executed on its behalf by the Mayor of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

DATA INFORMATION MANAGEMENT SYSTEM INC.

Approved as to Legal Form
C. Owen
C. Owen
1-18-06
Date

By 
Dave Byrd
Title Vice President
Tax ID # 95-3606386

COUNTY OF LOS ANGELES

ATTEST:

By _____
Mayor, Board of Supervisors

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By 
Judy Whitehurst
Senior Deputy County Counsel

AMENDMENT NUMBER ONE

TO

AGREEMENT WITH

CITY OF LOS ANGELES

FOR

ON-LINE ACCESS TO THE COUNTY OF LOS ANGELES

VOTER INFORMATION MANAGEMENT SYSTEM

**AMENDMENT NUMBER ONE TO AGREEMENT
BY AND BETWEEN THE COUNTY OF LOS ANGELES AND
THE CITY OF LOS ANGELES FOR ON-LINE ACCESS TO THE
COUNTY OF LOS ANGELES VOTER INFORMATION MANAGEMENT SYSTEM**

This Amendment Number One (Amendment Number One) to Agreement for On-line Access to the County of Los Angeles Voter Information Management System (Agreement) is entered into this _____ day of _____, 2006 by and between the County of Los Angeles (County) and the City of Los Angeles (City).

WHEREAS, County and City originally entered into the Agreement on May 19, 1998 to provide the City access to the County's Voter Information Management System (VIMS);

WHEREAS, the term of the Agreement is currently set to expire on February 9, 2006; and

WHEREAS, County and City desire to extend the term of the Agreement as provided herein below.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, County and City agree as follows:

1. Paragraph 1 (TERM) of the Agreement is hereby deleted in its entirety and shall be replaced with a new Paragraph 1 (TERM) to read as follows:

“1. TERM

- 1.1 The term of this Agreement shall commence upon the Effective Date and shall continue for a period of not less than five years and not to exceed eight (8) years.
- 1.2 Upon the expiration of the term of the Agreement as provided above, said term will be automatically extended on a month-to-month basis for up to twelve (12) months, unless terminated as provided herein below. All current rate(s), terms, and conditions shall remain in effect for the duration of the extension period.
- 1.3 The Registrar-Recorder/County Clerk, or her designee, may terminate the automatic month-to-month extension at her sole discretion, by giving City thirty (30) days advance written notice.”

2. Paragraph 5 (PRIMARY CONTACTS) of the Agreement is hereby deleted in its entirety and shall be replaced with a new Paragraph 5 (PRIMARY CONTACTS) to read as follows:

"5. PRIMARY CONTACTS

For the purposes of this Agreement, notices shall be addressed as follows:

City of Los Angeles: Arleen P. Taylor
Chief, Election Division
200 N. Spring Street, Room 285
Los Angeles, California 90012

County of Los Angeles: Conny B. McCormack
Registrar-Recorder/County Clerk
12400 Imperial Highway
Norwalk, California 90650"

3. Except as otherwise provided under this Amendment Number One, the Agreement shall remain unchanged and in full force and effect.

AMENDMENT NUMBER ONE TO AGREEMENT
BY AND BETWEEN THE COUNTY OF LOS ANGELES AND
THE CITY OF LOS ANGELES FOR ON-LINE ACCESS TO THE
COUNTY OF LOS ANGELES VOTER INFORMATION MANAGEMENT SYSTEM

IN WITNESS WHEREOF, the Parties have executed this Amendment Number One on
the date first indicated above.

CITY OF LOS ANGELES
OFFICE OF THE CITY CLERK

FRANK T. MARTINEZ
City Clerk

APPROVED AS TO FORM AND LEGALITY:

ROCKARD J. DELGADILLO
City Attorney

By _____
Deputy City Attorney

COUNTY OF LOS ANGELES

CONNY B. McCORMACK
Registrar-Recorder/County Clerk

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Judy Whitehurst
Senior Deputy County Counsel