

**FIFTH AMENDMENT TO THE
MASTER AGREEMENT**

between

COUNTY OF SANTA BARBARA

and

DFM ASSOCIATES (DFM), a California corporation

For FY 2015-16

THIS IS THE FIFTH AMENDMENT (hereafter Fifth Amendment) to the Master Agreement made by and between the **County of Santa Barbara**, a political subdivision of the State of California (hereafter COUNTY) and **DFM Associates, a California corporation** (hereafter CONTRACTOR), having its principal place of business at 10 Chrysler, Irvine, CA 92618 for EIMS (hereafter Agreement).

WHEREAS, the parties desire to amend the Agreement to extend the term for an additional year through June 30, 2016; and

WHEREAS, this Fifth Amendment incorporates the terms and conditions set forth in the original Agreement approved by the Board on June 24, 2008;

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

AMENDMENTS:

A) THE MASTER AGREEMENT IS AMENDED AS FOLLOWS:

1. Article 9. TERM is replaced with the following:

ARTICLE 9. TERM. The term of the Agreement shall continue until the last day of June 2016, unless terminated prior to the expiration date as provided in Article 10 hereof. Each party hereto, as an accommodation to the other (and without any liability to the other as a result of the failure to do so) agrees to advise the other party not later than 60 days prior to the expiration date of its intentions concerning the renegotiations of the subject matter covered by this Agreement.

2. Section 13.15 Records, Audit and Review. is hereby added:

13.15 Records, Audit and Review. DFM shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of DFM's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. County shall have the right to audit and review all such documents and records at any time during DFM's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), DFM shall be subject to the examination and audit of the California State Auditor, at the request of the County

or as part of any audit of the County, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). DFM shall participate in any audits and reviews, whether by County or the State, at no charge to County.

If federal, state or County audit exceptions are made relating to this Agreement, DFM shall reimburse all costs incurred by federal, state, and/or County governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from County, DFM shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification.

- B) THE ADDENDUMS ARE AMENDED AS HEREIN ATTACHED, FOR COUNTY FISCAL YEAR 2015-16.** The total amount paid pursuant to this Agreement shall not exceed a maximum amount of \$160,000 for the term of July 1, 2015 through June 30, 2016.

Fifth Amendment to Agreement between the **County of Santa Barbara** and **DFM Associates, a California corporation.**

IN WITNESS WHEREOF, this Fifth Amendment to the Agreement has been executed by parties hereto and is effective as of July 1, 2015.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Clerk-Recorder-Assessor

By: 
Department Head

CONTRACTOR:

DFM Associates

By: _____
Authorized Representative

Name: Thomas G. Diebolt

Title: President

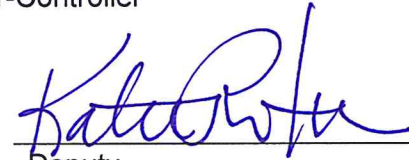
APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Robert W. Geis, CPA
Auditor-Controller

By: 
Deputy

APPROVED AS TO FORM:

Risk Management

By: 
Risk Management

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ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Clerk-Recorder-Assessor

By: _____
Department Head

CONTRACTOR:

DFM Associates

By:  _____
Authorized Representative

Name: Thomas G. Diebolt

Title: President

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Robert W. Geis, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

EIMS™ for Windows SOFTWARE ADDENDUM

**WHEN SIGNED ON BEHALF OF THE COUNTY AND DFM
THIS ADDENDUM SHALL BECOME A PART OF THAT
CERTAIN MASTER AGREEMENT, DATED AS OF JUNE 24, 2008
("MASTER AGREEMENT")**

EIMS™ is an acronym for Election Information Management System and means the computer software designed by DFM for use in the various processes used to register and manage voters, election officials and polling places as well as the election process itself. EIMS™ includes the EIMS™ Software, the EIMS™ Subsystems, any EIMS™ Enhancement and any EIMS™ Software Releases. EIMS™ is proprietary to DFM and reference is made to Article 6 of the Agreement.

- 10 Core Function: The core function of the EIMS™ is to gather and maintain data for use in the process of registering voters and the processing of elections. The ability of the EIMS™ to perform the core functions is dependent upon, among other things, all of the following: (1) accuracy and completeness of the County's Data; and (2) continual verification by the County of the accuracy and completeness of the County's Data.

- 20 Description of EIMS™: EIMS™ is more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

- 30 Monthly Fee: \$12,155.91.

- 40 Lease Term: Effective July 1, 2015 for Fiscal Year ending June 30, 2016 (subject to adjustment as provided in section 3.4 of the Master Agreement).

- 70 Incorporation of Master Agreement: The provisions of the Master Agreement, including, without limitation, Article 3, are incorporated herein by this reference as if set forth in full.

COUNTY OF SANTA BARBARA

CONTRACTOR

DFM Associates, a California corporation

By: _____
Chair, Board of Supervisors

By: _____
Thomas G. Diebolt, President

Date: _____

Date: _____

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EIMSTM is an acronym for Election Information Management System and means the computer software designed by DFM for use in the various processes used to register and manage voters, election officials and polling places as well as the election process itself. EIMSTM includes the EIMSTM Software, the EIMSTM Subsystems, any EIMSTM Enhancement and any EIMSTM Software Releases. EIMSTM is proprietary to DFM and reference is made to Article 6 of the Agreement.

- 10 Core Function: The core function of the EIMSTM is to gather and maintain data for use in the process of registering voters and the processing of elections. The ability of the EIMSTM to perform the core functions is dependent upon, among other things, all of the following: (1) accuracy and completeness of the County's Data; and (2) continual verification by the County of the accuracy and completeness of the County's Data.

- 20 Description of EIMSTM: EIMSTM is more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

- 30 Monthly Fee: \$12,155.91.

- 40 Lease Term: Effective July 1, 2015 for Fiscal Year ending June 30, 2016 (subject to adjustment as provided in section 3.4 of the Master Agreement).


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COUNTY OF SANTA BARBARA

CONTRACTOR

DFM Associates, a California corporation

By: _____
Chair, Board of Supervisors

By: 
Thomas G. Diebolt, President

Date: _____

Date: 7.4.15

EXHIBIT A

EIMS® for Windows includes the following functional Modules:

Create and maintain precincts, districts and the relationship between those entities.

Create and maintain street segments and their relationship to precincts.

Create and maintain office types, office definitions, and incumbent data.

Create and maintain voter registration records. Allows for maintaining active, canceled and inactive voter records. Provides duplicate checking, customer tape generation, and other reporting features.

Maintains records of affidavits provided to third parties and tracks those subsequently returned.

Maintain records of polling places, election officers and election night workers. Maintain history.

Manage Election definitions including contests, candidates and measures. Provides Ballot typing, consolidation, election officer and polling place management for the election. Produce election related mailings and reports. Manage Absentee/Mailed ballot voters.

Manage petition information, define new petitions, select random sample, provides system directed signature checking.

Manage county specific information and options.

ICR DATA ENTRY PROCESS ADDENDUM

**WHEN SIGNED ON BEHALF OF THE COUNTY AND CONTRACTOR
THIS ADDENDUM SHALL BECOME A PART OF THAT
CERTAIN MASTER AGREEMENT, DATED AS OF JUNE 24, 2008
("MASTER AGREEMENT")**

Process Description: The ICR Data Entry Process is an add-on subsystem to EIMS which utilizes Intelligent Character Recognition (ICR) software to aid in data capture from the Affidavit of Registration. This process is an interactive process using scanning hardware, software and the interaction and decision input from a data entry operator.

- 10 Monthly Lease Fee: For the right to use the ICR Data Entry Process subsystem, the County agrees to pay Contractor \$1,144.90 per month.
- 20 Lease Term: Effective July 1, 2015 for Fiscal Year ending June 30, 2016 (subject to adjustment as provided in section 3.4 of the Master Agreement).
- 30 Incorporation of Master Agreement. The provisions of the Master Agreement, including, without limitation, Article 3, are incorporated herein by this reference as if set forth in full.

COUNTY OF SANTA BARBARA

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DFM Associates, a California corporation

By: _____
Chair, Board of Supervisors

By: _____
Thomas G. Diebolt, President

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Date: _____

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COUNTY OF SANTA BARBARA

CONTRACTOR

DFM Associates, a California corporation

By: _____
Chair, Board of Supervisors

By: 
Thomas G. Diebolt, President

Date: _____

Date: 7.4.15

Board Contract Summary

BC 16 - 043

For use with Expenditure Contracts submitted to the Board for approval. Complete information below, print, obtain signature of authorized departmental representative, and submit this form, along with attachments, to the appropriate departments for signature. See also: *Auditor-Controller Intranet Policies->Contracts*.

D1.	Fiscal Year	15-16
D2.	Department Name	CLERK-RECORDER-ASSESSOR
D3.	Contact Person	WESLEY WELCH
D4.	Telephone	805-568-2214

K1.	Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose	Elections Information Management System Lease & Maintenance
K3.	Department Project Number	
K4.	Original Contract Amount	\$ 162,221
K5.	Contract Begin Date	06/24/2008
K6.	Original Contract End Date	06/30/2011
K7.	Amendment? (Yes or No)	YES
K8.	- New Contract End Date	06/30/2016
K9.	- Total Number of Amendments	5
K10.	- This Amendment Amount	\$ 0
K11.	- Total Previous Amendment Amounts	\$ (2,221)
K12.	- Revised Total Contract Amount	\$ 160,000

B1.	Intended Board Agenda Date	07/07/2015
B2.	Number of Workers Displaced (if any)	
B3.	Number of Competitive Bids (if any)	
B4.	Lowest Bid Amount (if bid)	
B5.	If Board waived bids, show Agenda Date	
	and Agenda Item Number	
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph)	

F1.	Fund Number	0001
F2.	Department Number	062
F3.	Line Item Account Number	7124
F4.	Project Number (if applicable)	
F5.	Program Number (if applicable)	3000
F6.	Org Unit Number (if applicable)	
F7.	Payment Terms	NET 30

V1.	Auditor-Controller Vendor Number	214714
V2.	Payee/Contractor Name	DFM Associates
V3.	Mailing Address	10 Chrysler
V4.	City State (two-letter) Zip (include +4 if known)	Irvine, CA 92618
V5.	Telephone Number	949-859-8700
V6.	Vendor Contact Person	Thomas G. Diebolt
V7.	Workers Comp Insurance Expiration Date	01/01/2016
V8.	Liability Insurance Expiration Date	07/01/2016
V9.	Professional License Number	
V10.	Verified by (print name of county staff)	Wesley Welch

V11 Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

I certify information is complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: 6/24/16 Authorized Signature: Wesley Welch



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/7/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alvarado Pacific Insurance Services, Inc. 7777 Alvarado Rd. #605 La Mesa CA 91942-8282		CONTACT NAME: Jessica Lee PHONE (A/C. No. Ext.): (619) 668-4600 FAX (A/C. No.): (619) 469-1569 E-MAIL ADDRESS:	
INSURED DFM Associates, Inc. 10 Chrysler Irvine CA 92618		INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: Preferred Employers Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 20281

COVERAGES

CERTIFICATE NUMBER: CL155713294

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Emp. Ben. is Claims Made <input checked="" type="checkbox"/> Terrorism is included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3535-92-08 WCE	7/1/2015	7/1/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Employee Benefits	\$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			7351-34-66	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WKN 157377-1	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance as respects operations of the named insured * Certificate holder is named as additional insured per 80-02-2373 * Waiver of subrogation applies as required by written contract *

CERTIFICATE HOLDER**CANCELLATION**

County of Santa Barbara
 County Clerk - Recorder - Assessor
 Attn: Rose Rodarte
 P.O. Box 159
 Santa Barbara, CA 93102-0159

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Parker Scott/JRL

Parker Scott

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