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**Contract Number**

15-404 A-2

**SAP Number**

## Registrar of Voters

<b>Department Contract Representative</b>	<u>Bob Page</u>
<b>Telephone Number</b>	<u>909-387-2100</u>
<b>Contractor</b>	<u>Runbeck Election Services, Inc.</u>
<b>Contractor Representative</b>	<u></u>
<b>Telephone Number</b>	<u>877-230-2737</u>
<b>Contract Term</b>	<u>7/1/2015 – 6/30/2025</u>
<b>Original Contract Amount</b>	<u>\$819,847.40</u>
<b>Amendment Amount</b>	<u>\$112,128</u>
<b>Total Contract Amount</b>	<u>\$1,881,975.10</u>
<b>Cost Center</b>	<u>6800001000</u>

### IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, on June 23, 2015, County of San Bernardino (County) and Data Information Management Systems, Inc. (DIMS) entered into an agreement for software licensing fees and system support for election management software, County Contract No. 15-404 ("Agreement"), and;

WHEREAS, on November 5, 2020, the Agreement between the County and DIMS was assigned to Runbeck Election Services, Inc. (Contractor) and exercised the renewal option extending the termination through June 30, 2020, and;

WHEREAS, Governor Newsom issued Executive Order N-67-20 and signed Assembly Bill 860 calling for many changes to the way the November 3, 2020 Presidential General Election will be conducted to ensure all voters are able to cast a ballot safely and securely during the COVID-19 pandemic, and;

WHEREAS, on July 21, 2020, Secretary of State Padilla issued health and safety guidance to counties for administering the election, including social distancing between election workers, voters, and observers in voting locations, and;

WHEREAS, the County plans to implement the physical distancing guidance in its early voting sites, which will reduce the number of check in stations and voting booths, and;

WHEREAS, the County desires to utilize Contractor's Panorama add-on software to reduce the time it takes to serve each voter who visits one of the sites to request a replacement ballot to cast in the election, and;

WHEREAS, on October 22, 2019, the County entered into an agreement KNOWiNK, LLC for the purchase of Electronic Poll Books and support services, County Contract No. 19-696, and;

WHEREAS, the County desires for Contractor to develop custom software, which will integrate the sharing of data between the DIMS.net and KNOWiNK systems, and;

WHEREAS, now desire to amend County Contract No. 15-404 as set forth below;

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties hereto agree to amend the County Contract No. 15-404 as follows:

1. Add Addendum No. 1, Software License/Maintenance and Support Agreement for custom development, setup, and licensing for add-on to the DIMS.net software that integrates it with KNOWiNK Poll Pads.
2. Add Addendum No. 2, Software License/Maintenance and Support Agreement for the DIMS.net – Panorama add-on.

All other provisions and terms of the Agreement, County Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be hereunto subscribed by their respective proper officers hereto duly authorized.

COUNTY OF SAN BERNARDINO

▶   
Gary McBride, Chief Executive Officer

Dated: 9/14/20

Runbeck Election Services, Inc.

(Print or type name of corporation, company, contractor, etc.)

By ▶

DocuSigned by:



(Authorized signature - sign in blue ink)

Name Rizwan Fiday

(Print or type name of person signing contract)

Title Vice President of Sales

(Print or Type)

Dated: 8/26/2020

Address 2800 S. 36<sup>th</sup> Street

Phoenix, AZ 85034

FOR COUNTY USE ONLY

Approved as to Legal Form

▶   
Bonnie Uphoff, Deputy County Counsel

Date 9-1-20

Reviewed for Contract Compliance

▶

Date

Reviewed/Approved by Department

▶   
Bob Page, Registrar of Voters

Date 9/1/2020

**San Bernardino County Addendum No. 1**  
Software License/Maintenance and Support Agreement  
Contract Number: 15-404

To: San Bernardino County  
Attention: Bob Page  
Contract Title: Software License/Maintenance and Support Agreement,  
Contract Number: 15-404  
Contractor: Runbeck Election Services, Inc.  
2800 S. 36<sup>th</sup> Street  
Phoenix, AZ 85034

In accordance with the above referenced Software License/Maintenance and Support Agreement, this Addendum No. 1, when properly executed, amends the original Software License/Maintenance and Support Agreement by adding the fees and expenses set out in the attached Price Quote and sets forth the terms and conditions that are in addition to and/or modify those terms and conditions set forth in the original Software License/Maintenance and Support Agreement, and shall become effective on the date of the parties' signature below. Except as otherwise modified herein, all terms and conditions of the original Software License/Maintenance and Support Agreement, including Addendum No. 1, remain in force and effect.

The parties agree to the following:

1. This Addendum No. 1 shall incorporate into the Software License/Maintenance and Support Agreement the attached Additional Services.

2. Rights in Work Product

a) All inventions, discoveries, intellectual property, technical communications, information treated as confidential and records originated or prepared by the Contractor pursuant to this Addendum including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including the Contractor's administrative communications and records relating to this Addendum (collectively, the "Work Product"), shall be the Contractor's exclusive property.

b) Software and other materials developed or otherwise obtained by or for the Contractor or its affiliates independently of this Addendum or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If the Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Addendum constitute Work Product, but the other elements do not. Nothing herein will be construed to interfere with the Contractor's or its affiliates' ownership of Pre-Existing Materials.

c) Customer will have Government Purpose Rights to the Work Product as

Deliverable or delivered to Customer hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product for any government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any government purpose. Such recipients of the Work Product may include, without limitation, Customer Contractors, California State government, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.

d) The ideas, concepts, know-how, or techniques relating to data processing, developed pursuant to this Addendum by the Contractor or jointly by the Contractor and Customer may be used by either party without obligation of notice or accounting.

e) This Addendum shall not preclude the Contractor from developing materials outside of this Addendum that are competitive, irrespective of their similarity to materials which might be delivered to Customer pursuant to this Addendum.

## PRICE QUOTE

**TO:** San Bernardino County

**DATE:** August 17, 2020

**QUOTE #:** 0007

This price quote is for custom development, setup, and licensing for an add-on to the DIMS.net software that integrates it with KnowInk Poll Pads.

**Software / Service:** DIMS.net – Customized Add-on

**Service Date(s):** June 1, 2020 – July 31, 2020

Description	Qty	Unit Price	Line Total
Customized Add-on Fee	1	\$14,100.00	\$14,100.00
Annual Maintenance (Due beginning in year two)	1	\$ 1,000.00	N/A
		Subtotal	\$14,100.00
Taxes are included and assumed at the 8% rate.		Tax	\$1,128.00
		Total	\$15,228.00

**San Bernardino County Addendum No. 2**  
Software License/Maintenance and Support Agreement  
Contract Number: 15-404

To: San Bernardino County  
Attention: Bob Page  
Contract Title: Software License/Maintenance and Support Agreement,  
Contract Number: 15-404  
Contractor: Runbeck Election Services, Inc.  
2800 S. 36<sup>th</sup> Street  
Phoenix, AZ 85034

In accordance with the above referenced Software License/Maintenance and Support Agreement, this Addendum No. 2, when properly executed, amends the original Software License/Maintenance and Support Agreement by adding the fees and expenses set out in the attached Price Quote and sets forth the terms and conditions that are in addition to and/or modify those terms and conditions set forth in the original Software License/Maintenance and Support Agreement, and shall become effective on the date of the parties' signature below. Except as otherwise modified herein, all terms and conditions of the original Software License/Maintenance and Support Agreement, including Addendum No. 2, remain in force and effect.

The parties agree to the following:

1. This Addendum No. 2 shall incorporate into the Software License/Maintenance and Support Agreement the attached Additional Services.

## PRICE QUOTE

**TO:** San Bernardino County

**DATE:** August 17, 2020

**QUOTE #:** 0012

As referenced in sections 1.7 and 2.5 of Contract No. 15-404, this price quote is for an incremental license and software maintenance and support fee for the Panorama Add-on to the DIMS.net software.

**Software / Service:** DIMS.net – Panorama Add-on

**Service Date(s):** July 1, 2020 – June 30, 2021

Description	Qty	Unit Price	Line Total
Setup fee per election	1	\$1,500.00	\$1,500.00
Incremental Software / Services License Fee per seat per year - estimated 100 stations at both in-house and satellite offices	100	\$150.00	\$15,000.00
Taxes will be added at the appropriate local rate, if applicable.		Subtotal	\$16,500.00
		Tax	
		Total	