



Contract Number

15-404 A-1

SAP Number

440010074

Registrar of Voters

Department Contract Representative	Bob Page
Telephone Number	909-387-2100
Contractor	(assignee) Runbeck Election Services, Inc.
Contractor Representative	Jeff Ellington
Telephone Number	(877) 230-2737
Contract Term	7/1/2015 – 6/30/2025
Original Contract Amount	\$819,847.70
Amendment Amount	\$950,000
Total Contract Amount	\$1,769,847.70
Cost Center	6800001000

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"), (attached and incorporated as Exhibit "A"), and;

WHEREAS, the Agreement between the County and DIMS was established for the period of July 1, 2015 through June 30, 2020, with the option to extend for one additional five-year period, and;

WHEREAS, by letter on August 12, 2019, the County received notification from Runbeck Election Services, Inc. that it acquired the assets of ESSVR DIMS.net business operations in the State of California, effective June 24, 2019. As a result, Data Information Management Systems, Inc. is assigning the Agreement to Runbeck Election Services, Inc. (Runbeck) (a copy of the notification is attached and incorporated herein as Exhibit "B").

WHEREAS, the Agreement states at section 3.12., that: DIMS agrees any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the person(s) authorized to do so on behalf of DIMS and Customer (i.e, County) and

WHEREAS, the Parties also desire to exercise the renewal option of the Agreement, and

WHEREAS, the Parties 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. The above stated recitals are correct and incorporated herein by this reference.
2. The assignment of County Contract No. 15-404 to Runbeck Election Services, Inc. is approved by the County and Runbeck agrees to be bound by all of the terms and conditions of County Contract No. 15-404.
3. Section 1.4 Term of License is rescinded in its entirety and replace as follows:
 - 1.4 Term of License. The license granted in Section 1.1 shall commence upon July 1, 2015 and shall continue through June 30, 2025 (the "Renewal Term"). The parties mutually agreed to renew the Agreement, this Agreement is renewed on the same terms and conditions as contained herein, including the payment by Customer of any applicable annual Fee increases as set forth in Attachment 1. Runbeck may terminate this Agreement if Customer fails to pay the Fee due or if Customer breaches the Agreement and Customer does not cure such failure or breach within thirty (30) days after receipt of written notice from Runbeck. Customer may terminate this Agreement if Runbeck breaches the Agreement and Runbeck does not cure such failure or breach within thirty (30) days after receipt of written notice from Customer. Upon the termination of the Agreement due to an uncured failure or breach by either party or upon Customer's discontinuance of the use of the Software, Customer shall, if requested by Runbeck in writing, (a) immediately return such Software and the related Documentation (including any and all copies thereof) to Runbeck, or (b) destroy such Software and Documentation and certify in writing to Runbeck that such destruction has occurred, provided that Customer may retain a copy of the Software for archival purposes, but in no event may Customer use the Software. Customer shall further have the right to terminate this Agreement at any time during the term, including any renewal thereof, for any reason in Customer's sole discretion. If such right is exercised, the Registrar of Voters shall have the right, on behalf of the County, to provide Runbeck with not less than sixty (60) days prior written notice of the termination and Customer shall have no further liability under this Agreement from and after the effective termination date.
4. No other changes to the Contract are made through this Amendment No. 1 and all other provisions of the Contract remain in full force and effect.

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

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COUNTY OF SAN BERNARDINO

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Curt Hagman, Chairman, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

Runbeck Election Services, Inc.

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

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____
2800 S. 36th Street

Address _____
Phoenix, AZ 85034

FOR COUNTY USE ONLY

Approved as to Legal Form

►
Penny Alexander-Kelley, Chief Assistant County
Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►
Bob Page, Registrar of Voters

Date _____