0150-09805-0009

TRANSMITTAL

TO	DATE	COUNCIL FILE NO.
The City Council The City Attorney	10/16/2026	
FROM		**COUNCIL DISTRICT**
The Mayor		All

Proposed Fifth Amendment to C-141031 with Electronic Output Solutions, Inc. for variable imaging and electronic billing communications services.

Transmitted for your consideration. The Council has 60 days from the date of the receipt to act, otherwise the contract will be deemed approved pursuant to Administrative Code Section 10.5(a). See the attached City Administrative Officer report.

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MAYOR

(Mitch Kamin for)

MWS:LRR:05270020

CAO 649-d

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract

($25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 10-07-26	C.D. No. ALL	CAO File No.: 0150-09805-0009
Contracting Department/Bureau: Office of Finance		Contact: Ricardo Estrada (213) 648-8713	
Reference: Transmittal from the Office of Finance dated September 9, 2026. Transmitted from the Mayor on September 9, 2026			
Purpose of Contract: Fifth Amendment to C-141031 Electronic Output Solutions, Inc. for variable imaging and electronic billing communications services.			
Type of Contract: ( ) New contract (X) Amendment, Contract No. C-141031	Contract Term Dates: Five years from June 1, 2022 through May 30, 2027, with a five-year extension through May 31, 2032		
Contract/Amendment Amount: Compensation is based on fees for variable imaging and electronic billing communications services and is estimated to be approximately $312,000 annually.			
Source of funds: Fund 100, Dept. 39, Account No. 003040 – Contractual Services			
Name of Contractor: Electronic Output Solutions, Inc. Address: 2510 Commerce Way, Vista, CA 92081			

	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program			X
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested	X			11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: 0%				14. California Iran Contracting Act of 2010			X

RECOMMENDATION

That the Mayor and City Council:

1. Approve and authorize the Director of the Office of Finance, or designee, to execute the proposed Fifth Amendment to Contract No. C-141031 with Electronic Output Solutions, Inc. for variable imaging, mailing, and electronic billing communications services to extend the contract term by five years from June 1, 2027 through May 31, 2032, for a cumulative term of ten years, with no contract ceiling; and,

2. Instruct the Office of Finance to correct the Term Section of the Fifth Amendment to Contract No. C-141031 to a contract end date of May 31, 2032.

LaTanya Roux			Edwin Lopez II for
LRR	Analyst	05270020	City Administrative Officer

SUMMARY

In accordance with Executive Directive No. 3, the Office of Finance (Department) requests approval to execute the Fifth Amendment to Contract No. C-141031 (Amendment) with Electronic Output Solutions, Inc. (Contractor) for variable imaging and electronic billing communications services for a five-year extension from June 1, 2027 through May 31, 2032, for a cumulative term of ten years, beginning June 1, 2022, with no contract ceiling.

On November 3, 2021, the Department issued a Request for Qualification (RFQ) seeking bids from a qualified firm for experience and expertise in creating, imaging, post-processing and mailing forms used by City departments using variable laser imaging and electronic billing communications. These services were intended to supplement City services provided by the Department of General Services' Publishing Services Division. The Contractor was the sole respondent and was selected to deliver the outlined services.

The Contractor entered into Agreement C-141031 (Original Agreement) with the City for a three-year term from June 1, 2022 through May 30, 2025. The First, Second, and Fourth amendments were subsequently executed to reflect cost increases. The Third Amendment increased the term of the Original Agreement by an additional two years effective June 1, 2025 through May 30, 2027, for a cumulative five-year term. The proposed Amendment increases the term of the Original Agreement by an additional five years through May 31, 2032. During the review process, this Office identified an erroneous term ending date in the Original Agreement and the Third Amendment to Agreement C-141031. The correct term ending date should be May 31, 2025 and May 31, 2027.

The executed contract does not have a maximum allowable compensation because the cost is based on the volume of mailings and billings sent per year. The average annual cost for this executed contract is approximately $312,000 with actual expenditures in the amount of $401,303 in Fiscal Year (FY) 2025-26. The Department has sufficient funds in its current year Contractual Services Account to fund up to $300,000. If the annual cost of services exceeds the budgeted amount, the Department will absorb the remaining costs with budgetary savings.

In accordance with Charter Section 1022, the Personnel Department have determined that the services set forth in the proposed Amendment can be performed more feasibly by an independent contractor. There are no City classes able to perform the full scope of the work proposed. On May 25, 2021, the Department submitted a Notification of Intent to Contract to the Employee Relations Division.

In accordance with Los Angeles Administrative Code Section 10.5(b)(2), City Council approval of the proposed agreement is required as the term of the contract exceeds three years.

FISCAL IMPACT STATEMENT

Funding in the amount of $300,000 is available in the Department's FY 2026-27 Adopted Budget within the Contractual Services Account. Funding in the subsequent years will be subject to approval by the Mayor and Council through the annual budget process. There is no additional impact to the General Fund.

FINANCIAL POLICIES STATEMENT

The recommendations stated in this report are in compliance with the City's Financial Policies in that current operations will be funded by current revenues.

MWS:LRR:05270020

Attachment

DIANA MANGIOGLU
CITY TREASURER
DIRECTOR of FINANCE

CITY OF LOS ANGELES
CALIFORNIA

KAREN BASS
MAYOR

OFFICE OF FINANCE
200 N. SPRING ST.
ROOM 220 – CITY HALL
LOS ANGELES, CA 90012

(844) 663-4411

https://finance.lacity.org

September 9, 2026

The Honorable Karen Bass
Mayor, City of Los Angeles
200 North Spring Street, Room 303
Los Angeles, California 90012

Attention: Legislative Coordinator

RE: EXECUTIVE DIRECTIVE NO. 3 TRANSMITTAL: REQUEST TO EXECUTE A FIFTH AMENDMENT TO C-141031 WITH ELECTRONIC OUTPUT SOLUTIONS, INC.

In accordance with Mayor's Executive Direction No. 3, the Office of Finance (Finance) requests approval to execute a Fifth Amendment to C-141031 Electronic Output Solutions, Inc. (EOS) for variable imaging, and electronic billing communications services. In this Fifth Amendment Finance desires to extend the term of the EOS Agreement from five to ten years.

BACKGROUND

The Office of Finance (Finance), pursuant to the City Charter, is the tax collector for the City and is responsible for collecting and enforcing the various tax ordinances of the City. Finance is also responsible for the collection and enforcement of various permit fees that are under the jurisdiction of the Police, Fire, and other Departments. There are approximately 475,000 active Business Tax accounts in the City's database. The City uses data mailer forms to collect money, provide various certificates, and provide information to the public. Each of these forms has a specific purpose with a specific remittance address, and is processed and mailed at different intervals during the year. The City is also utilizing an Internet-based portal for the electronic distribution of billing notices for businesses that register to receive them.

Finance issued a Request for Quotation (RFQ) on November 3, 2021, to solicit bids from prospective service providers for variable imaging, and electronic billing communications services to supplement the services provided by the City's Department of General Service's Publishing Services Division (GSD).

EOS was the sole respondent to the City's RFQ, nonetheless the bid provided by EOS demonstrated qualifications to satisfactorily meet the needs of the City at a desirable cost.

The RFQ indicated to prospective firms that the initial term of the awarded contract would be for five years, and a contemplated total term of ten years. However, Finance and EOS agreed to an initial three-year term due to a matter of urgency for the City to maintain continuity of services and ensure large mailings of approximately 30,000 notifications to be sent in June-July 2022, which GSD was unable to perform. Finance and EOS subsequently executed a Third Amendment on April, 28, 2025, to extend the term of the agreement to five years. In this Fifth Amendment EOS and Finance mutually agree to an extension of the contract term to ten years, as originally contemplated in the 2021 RFQ.

CURRENT REQUEST

The services provided by EOS are critical and are an essential tool for the City's ability to collect tax and permit revenue, provide various certificates, and information to the public. As such, Finance requests the authority to execute this Fifth Amendment to City Contract No. C-141031 with EOS to extend the term to a total of ten years. The attached draft amendment has been reviewed by the Office of the City Attorney.

FISCAL IMPACT

Average annual costs for this contract are approximately $300,000. Expenditures vary annually because they are based on the volume of mail and billings sent per year. The 2025-26 Adopted Budget provided $300,000. We anticipate that this amount will be sufficient with no impact to the General Fund this fiscal year. Finance will request continuation of funding in future budget cycles for these services.

RECOMMENDATION

Finance respectfully requests that the City Council, subject to the approval of the Mayor:

1. Authorize the Director of Finance to execute the Fifth Amendment to C-14031 with EOS, to extend the term for an additional five years, for a total term of ten years.

If you have any questions, please contact Ricardo Estrada at (213) 648-8713 or by e-mail at ricardo.estrada@lacity.org

Sincerely,



Diana Mangioglu
City Treasurer / Director of Finance

Attachments: Draft Fifth Amendment to C-141031

cc: Lidia Manzanares, Office of the Mayor
Thomas Arechiga, Office of the Mayor
Delilah Puche, Office of the City Administrative Officer

LaTanya Roux Office of the City Administrative Officer
Angela Berumen, Office of Finance
Matthew Crawford, Office of Finance
Mario Interiano, Office of Finance

FIFTH AMENDMENT TO

AGREEMENT C-141031

BETWEEN

THE CITY OF LOS ANGELES

OFFICE OF FINANCE

AND

ELECTRONIC OUTPUT SOLUTIONS, INC

FOR

VARIABLE IMAGING, MAILING, AND

ELECTRONIC BILLING COMMUNICATIONS SERVICES

FIFTH AMENDMENT TO AGREEMENT C-141031
BETWEEN
THE CITY OF LOS ANGELES
OFFICE OF FINANCE
AND
ELECTRONIC OUTPUT SOLUTIONS, INC.
FOR
VARIABLE IMAGING, MAILING, AND
ELECTRONIC BILLING COMMUNICATIONS SERVICES

THIS FIFTH AMENDMENT is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as the "City"), acting by and through its Office of Finance, and Electronic Output Solutions, Inc., a California Corporation (hereinafter referred to as "Contractor" or "EOS"), collectively referred to hereinafter as "Parties" or individually as "Party", with reference to the following:

WHEREAS, August 4, 2022, the Parties initially entered into Agreement C-141031 (the "Original Agreement"), wherein the Contractor, EOS, agreed to provide variable imaging, mailing, and electronic billing communications services for a term beginning June 1, 2022 and ending May 30, 2025 or three years;

WHEREAS, on March 15, 2023, the Parties entered into that certain First Amendment to the Original Agreement to update Attachment B - Cost Sheet of Contractual Line Items (Rev 9-12-2022) to memorialize certain cost increases as provided under the terms of the Original Agreement ("First Amendment");

WHEREAS, on April 27, 2023, the Parties entered into that certain Second Amendment to the Original Agreement, as amended by the First Amendment, to update Attachment B - Cost Sheet of Contractual Line Items (Rev 4-14-2023) to memorialize certain cost increases as provided under the terms of the Original Agreement ("Second Amendment");

WHEREAS, on April 28, 2025, the Parties entered into that certain Third Amendment to the Original Agreement, as previously amended by the First and Second Amendment, to extend the term for an additional two (2) years from June 1, 2025 ("Third Amendment") for a total of five years;

WHEREAS, on December 19, 2025, the Parties entered into that certain Fourth Amendment to the Original Agreement, as previously amended by the First, Second, and Third Amendment, to update Attachment B - Cost Sheet of Contractual Line Items 11 and 13 (Rev. 4.14.2023) to memorialize certain cost increases as provided under the terms of the Original Agreement ("Fourth Amendment");

WHEREAS, under Section F, entitled Contract Term, of the 2021 Request for Quotation ("RFQ") for Variable Imaging, Mailing Services and Electronic Billing Communications,

released on November 3, 2021, the City contemplated a contract award for a total term of ten (10) years with respect to a selected proposer from the date of the initial contract ;

WHEREAS, the City is in continuing need for variable imaging, mailing, and electronic billing communications services provided by the Contractor; and

WHEREAS, the Parties desire to extend the term of the Original Agreement, as amended by the First through Fourth Amendments, for an additional five (5) years, for a contract term ending May 30, 2032, and a total contract term of ten (10) years, in accordance with the RFQ, with other provisions of the Original Agreement, as otherwise amended, remaining unchanged.

NOW, THEREFORE, in consideration of the above premises and of the representations and mutual covenants hereinafter set forth, the Parties agree as follows:

1. PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1. Parties to the Agreement

The parties to this Agreement are:

City – The City of Los Angeles, Office of Finance, a municipal corporation, having its principal office at 200 N. Spring St., Room 220, Los Angeles, California 90012.

Contractor – Electronic Output Solutions, Inc., having its principal office at 2510 Commerce Way, Vista, CA 92081.

1.2. Representatives of the Parties

The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands and communications will be given are as follows:

1.2.1. The City's representative is, unless otherwise stated in the Agreement:

Diana Mangioglu, City Treasurer/Director of the Office of Finance
Los Angeles Office of Finance
200 N. Spring St., Room 220
Los Angeles, California 90012

With copies to:

Mario Interiano
Chief Management Analyst, Administrative Services Division
Los Angeles Office of Finance

200 N. Spring St. Room 220
Los Angeles, California 90012

1.2.2. The Contractor's representative is, unless otherwise stated in the Agreement:

Terry Fyffe, President and CEO
Electronic Output Solutions, Inc.
2510 Commerce Way
Vista, CA 92081

1.2.3. The designated Project Manager for the City is:

Ka Ling Wong
Director of Systems, Systems Division
Los Angeles Office of Finance
1200 W. 7th St., 7th Floor
Los Angeles, California 90017

1.3. Formal Notices

Formal notices, demands, and communications to be given hereunder by either Party must be made in writing and may be affected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.

2. TERM OF THE AGREEMENT

2.1. Terms and Conditions

The terms and conditions of the Original Agreement, together with the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and this Fifth Amendment shall be read and construed as one document and references to "this Agreement" shall from the effective date hereof (but not for any purpose prior to the effective date hereof) incorporate references to this Fifth Amendment.

2.2. Term

The term of this Agreement shall be for ten (10) years commencing June 1, 2022 and ending May 30, 2032.

2.3. Ratification

Due to the urgent need for Contractor's services, Contractor may have provided services prior to the execution of this Agreement. To the extent that Contractor's services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

3. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

4. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This City Contract, and any exhibits, attachments or documents incorporated herein by inclusion or by reference, constitutes the final, complete, and entire Agreement between the City and the Contractor, and supersedes all prior discussions between the Parties. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized signatory of each Party. Unless otherwise provided for in this Agreement, in the event of any inconsistencies between the bodies of this Agreement, exhibits, attachments, and Schedule, the order of precedence will be as follows:

1. The body of this Fifth Amendment and its attachments/exhibits;
2. The body of the Fourth Amendment and its attachments/exhibits;
3. The body of the Third Amendment and its attachments/exhibits;
4. The body of the Second Amendment and its attachments/exhibits;
5. The body of the First Amendment and its attachments/exhibits;
6. The body of the Original Agreement between the City of Los Angeles and Electronic Output Solutions, Inc.
7. The other attachments/exhibits to the Original Agreement

[Intentionally left blank. Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Fifth Amendment to be executed by their duly authorized representatives.

Note: Approved signature methods for California corporations:

A. Two Signatures: One of the Chairman of the Board of Directors, President, or Vice-President, **AND** one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.

B. One signature of a corporate-designated individual together with a properly attested resolution of the Board of Directors or copy of the Bylaws authorizing the individual to sign.

The City of Los Angeles, a Municipal Corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: _____
Diana Mangioglu
City Treasurer/Director of Finance
Office of Finance

Date: _____

Attest:
PATRICE Y. LATTIMORE, City Clerk

By:_____

Date:_____

City Agreement Number: _____

Council File Number: C-141031

Electronic Output Solutions
a California S-Corporation

By: _____
Terry Fyffe
President and CEO

Date: _____

By**: _____
Karen Fyffe
CFO

Date: _____

Approved as to Form:
HYDEE FELDSTEIN SOTO, City Attorney

By:
_____
Charles Hong
Assistant City Attorney

Date: _____