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MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

THE COUNTY OF LOS ANGELES

AND

THE CITY OF LONG BEACH

FOR

ON-LINE ACCESS TO THE COUNTY OF LOS ANGELES

VOTER INFORMATION MANAGEMENT SYSTEM

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE COUNTY OF LOS ANGELES AND
THE CITY OF LONG BEACH
FOR ON-LINE ACCESS TO THE COUNTY OF LOS ANGELES
VOTER INFORMATION MANAGEMENT SYSTEM**

This Memorandum of Understanding ("Agreement") is made and entered into on this 13th day of March, 2007 by and between the County of Los Angeles, a political subdivision of the State of California ("County"), by and through its Department of the Registrar-Recorder/County Clerk ("RR/CC"), and the City of Long Beach, a Municipal Corporation ("LB City"), by and through the LB City Manager's Office ("City Manager"). County and LB City are hereinafter sometimes referred to collectively as the "Parties" and each individually as a "Party."

WHEREAS, the County has a PC (personal computer) and Network-based Voter Information Management System (VIMS);

WHEREAS, Data Information Management Systems (DIMS), a wholly owned subsidiary of Diebold Election Systems, Incorporated (DESI) owns the proprietary software responsible for the functionality of the system;

WHEREAS, the County of Los Angeles Board of Supervisors approved an Agreement with DIMS/DESI for the continued licensing and maintenance of the system; and

WHEREAS, LB City desires to continue on-line access to VIMS for the purpose of conducting elections in its respective jurisdiction more efficiently.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and LB City agree as follows:

1. TERM

- 1.1 The term of this Agreement shall commence upon the execution thereof by all Parties and shall continue in effect for a period of five (5) years unless sooner terminated or extended as provided herein.
- 1.2 The term of this Agreement may be extended up to three (3) one-year periods plus up to six (6) one-month options, not to exceed a maximum term of eight (8) years and six (6) months.
- 1.3 Any extension to the Agreement term shall be made by an Amendment executed by the Registrar-Recorder/County Clerk, or her designee, and the City Manager.

2. COUNTY RESPONSIBILITIES

- 2.1 County is responsible for all licensing and maintenance fees to the VIMS system.
- 2.2 RR/CC will provide LB City with on-line access to VIMS free of charge for the duration of the Agreement.
- 2.3 In the event on-line access to VIMS from LB City locations is for any reason unavailable, and disruption of on-line access is sufficiently long to negatively impact an LB City municipal election, to the extent feasible as determined by the RR/CC, the RR/CC will provide LB City access to VIMS on County PCs at Norwalk facility.

3. LB CITY RESPONSIBILITIES

- 3.1 LB City is responsible for all hardware and communications equipment and support needed by LB City to access VIMS from LB City locations. LB City will be responsible for maintaining LB City equipment and communication connections at its own expense.
- 3.2 LB City is responsible for LB City elections conducted and will pay RR/CC for any other direct election services provided by the RR/CC for conducting municipal elections.
- 3.3 LB City shall restrict its use of VIMS to official LB City election business.
- 3.4 LB City shall maintain the confidentiality of all records obtained from VIMS in accordance with all applicable State and Federal laws and regulations.
- 3.5 LB City shall inform all of its officers, employees, and agents having access to VIMS of the confidentiality provisions of this Agreement to ensure that all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.
- 3.6 County retains the right to audit LB City compliance with the terms and conditions of this Agreement. In the event that an audit is conducted by County or any State or Federal auditor in connection to this Agreement, LB City shall be solely liable for their respective audit findings and sanctions, if any.
- 3.7 In the event that a significant system modification is needed or made available from the manufacturer that will greatly improve the efficiency of the system, all VIMS users may be required to pay a respective portion of the system modification cost.

4. TERMINATION OR CANCELLATION OF VIMS AGREEMENT

- 4.1 In the event that County's agreement with DIMS/DESI is terminated for any reason and RR/CC is unable to maintain the VIMS client server environment permitting on-line access, in such event, neither the County nor LB City shall have any further obligations under this Agreement.
- 4.2 Notwithstanding Paragraph 4.1, the Registrar-Recorder/County Clerk, or her designee, may terminate this Agreement at her sole discretion, by giving LB City 90 days advance written notice.

5. PRIMARY CONTACTS

Unless otherwise provided under this Agreement, all notices, submissions or deliveries to be made under this Agreement shall be addressed as follows:

City of Long Beach: Becky Burleson
 Elections Division
 City of Long Beach
 333 West Ocean Blvd.
 Long Beach, California 90802
 Phone: (562) 570-7479
 Fax: (562) 570-6789
 Email: rebecca_burleson@longbeach.gov

County of Los Angeles: Dean Logan
 Chief Deputy
 County of Los Angeles
 Registrar-Recorder/County Clerk
 12400 Imperial Highway
 Norwalk, California 90650
 Phone: (562) 462-2883
 Fax: (562) 929-4790
 Email: dlogan@rrcc.lacounty.gov

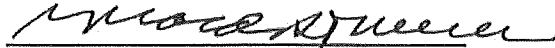
With a copy to: Contracts Section
 County of Los Angeles
 Registrar-Recorder/County Clerk
 12400 Imperial Highway, 5203
 Norwalk, California 90650

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IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding on the date first written above.

CITY OF LONG BEACH
A MUNICIPAL CORPORATION

COUNTY OF LOS ANGELES
REGISTRAR-RECORDER/COUNTY CLERK



GERALD R. MILLER
City Manager



CONNIE B. McCORMACK
Registrar-Recorder/County Clerk

3-13-07

APPROVED AS TO FORM:

ROBERT E. SHANNON
City Attorney

RAYMOND G. FORTNER, JR.
County Counsel

By Charles Parkin
Principal City Attorney

3-1-07

By Judy Whitehurst
Judy Whitehurst

Senior Deputy County Counsel