



**35368**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**COUNTY OF LOS ANGELES**  
**REGISTRAR-RECORDER/COUNTY CLERK**  
**AND**  
**CITY OF LONG BEACH**  
**FOR**  
**ONLINE ACCESS TO THE COUNTY OF LOS ANGELES**  
**VOTER REGISTRATION ELECTION MANAGEMENT SYSTEM (EMS)**

**MOU #: 19-002**

Prepared by:

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### **EXHIBIT**

- 1 EMS Primary Contacts

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This Memorandum of Understanding ("MOU") for online access to the voter registration Election Management System ("EMS") is entered into this 27th day of October, 2019 by and between the County of Los Angeles, a political subdivision of the State of California ("County"), through its Department of Registrar-Recorder/County Clerk ("Department"), and the City of Long Beach, a Municipal Corporation ("City"), by and through the City Clerk's Office ("City Clerk"). County, Department, City, and City Clerk are sometimes hereinafter collectively referred to as the "Parties" and each individually as a "Party."

WHEREAS, the Board of Supervisors (Board) has authorized the Registrar-Recorder/County Clerk (RR/CC) or designee to enter into and execute MOUs with various Cities for online access to the EMS, a voter registration and election management application for the sole purpose of conducting official government business.

WHEREAS, the County has a Personal Computer (PC) and Network-based EMS.

WHEREAS, City desires to be granted online access to EMS that enables election officials to register voters and conduct elections from a central data store, for the purpose of administering elections in its jurisdiction. The examples of such a use of EMS include:

- Election setup
- Create their own extractions for Sample Ballots and Rosters.
- Election specific Vote By Mail (VBM) management
- Election specific poll management
- Election specific pollworker management
- Election specific EMS reports
- VBM signature verification

Other jurisdictions may use a light version of the EMS over Secure Sockets Layer virtual private network to validate signatures during candidate filling for City Elections.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

## **1.0 PURPOSE**

The purpose of this MOU is to provide City with online access to EMS, the voter registration database which contains all information for the County's registered voters for the sole purpose of conducting official business.

## **2.0 SCOPE**

The City is seeking approval of online access to EMS to conduct elections in its respective jurisdiction more efficiently.

### **3.0 GENERAL TERMS AND CONDITIONS**

- 3.1 This MOU shall take effect upon the execution hereof by the Parties, and shall expire five (5) years thereafter ("Initial Term"), unless sooner terminated or extended, in whole or in part, as provided in this MOU.

Upon expiration of the Initial Term, and upon mutual agreement executed by the Parties, City and Department may renew this MOU for two (2) additional 2-year periods followed by a one (1) year period ("Extended Term").

The aggregate term of this MOU shall not exceed ten (10) years.

- 3.2 Unless otherwise provided herein, either Party may terminate this MOU by giving fifteen (15) days prior written notice thereof to the other Party.
- 3.3 In the event any provision of this MOU contradicts with Board policies or any applicable laws, rules and regulations, the RR/CC may terminate this MOU, which shall be effective immediately upon written notice.
- 3.4 This MOU may be modified or amended only upon the mutual written consent of the Parties as described in Paragraph 4.0 (Amendments and Change Notices).
- 3.5 Each Party will appoint a person or person(s) to serve as the official contact(s) and coordinate the activities of the respective Party in carrying out this MOU. Unless otherwise provided under this MOU, all notices, submissions or deliveries to be made to Department and City under this MOU shall be directed as indicated in Exhibit 1 (Primary Contacts).

### **4.0 AMENDMENTS AND CHANGE NOTICES**

- 4.1 It is mutually agreed that this MOU may be modified or amended by either Party and modification shall become effective upon the written mutual consent of the Parties hereto.
- 4.2 For any revision which materially affects the scope of work, terms, or any term or condition included in this MOU, a negotiated Amendment to the MOU shall be executed by the City's designee and the RR/CC or designee.
- 4.3 For any change to the MOU which is clerical or administrative in nature (e.g., staff changes) and/or does not affect any term or condition of the MOU, a "Change Notice" shall be prepared and signed by either Party (e.g. Operation's Manager or designee) on respective letterhead.

### **5.0 DEPARTMENT RESPONSIBILITIES**

- 5.1 County is responsible for all licensing and maintenance fees for the EMS system.
- 5.2 Department will provide online access to EMS free of charge for the duration of the MOU.
- 5.3 In the event online access to EMS from City locations is for any reason unavailable, and disruption of online access is sufficiently long to negatively impact a City municipal

election, to the extent feasible as determined by the Department, the Department will provide City access to EMS on County PC's at Norwalk facility.

## **6.0 CITY RESPONSIBILITIES**

- 6.1 City is responsible for all hardware and communications equipment and support needed by City to access EMS from City locations. City will be responsible for maintaining City equipment and communication connections at its own expense.
- 6.2 City is responsible for City elections conducted and will pay Department for any other direct election services provided by the Department for conducting municipal elections.
- 6.3 City shall restrict its use of EMS to official City election business. Any unauthorized use or disclosure of information obtained under this MOU to any person, agency, or business, including any other city, district, department, section, or unit without the express consent of Department will be cause for termination of this MOU by Department, effective immediately upon written notice.
- 6.4 City shall maintain the confidentiality of all records obtained from EMS in accordance with all applicable State and Federal laws and regulations. City's failure to maintain the confidentiality of all information obtained under this MOU will be cause for termination of this MOU, effective immediately upon written notice.
- 6.5 City shall inform all of its officers, employees, and agents having access to EMS of the confidentiality provisions of this MOU to ensure that all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.
- 6.6 County retains the right to audit City compliance with the terms and conditions of this MOU. In the event that an audit is conducted by County or any State or Federal auditor in connection to this MOU, City shall be solely liable for their respective audit findings and sanctions, if any.
- 6.7 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 EMS users may be required to pay a respective portion of the system modification cost.
- 6.8 Prohibited Uses: Except for use and access to information as authorized herein, City shall not take any of the following actions with respect to any information, software, or documentation arising out of or in connection with City's access to EMS (EMS Information):
  - a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the EMS software or on which EMS is based;
  - b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the EMS software or information, in whole or in part, to or by any third party, including, but not limited to, any transfer of

possession to, or use of the software or information by any third party to perform any services without RR/CC's prior written consent; or

- c. Cause or permit any change or alteration to be made to the EMS software or information; or
- d. Cause or permit any copying, reproduction or printing of any output generated by the EMS software.
- e. Failure to comply with this Section 6.8 shall be cause for termination of this MOU by Department, effective immediately upon written notice.
- f. In addition to indemnification obligations set forth in Section 7.0 herein, City agrees to fully indemnify, defend, and hold harmless County from and against any and all liability, including, but not limited to, claims for injury or damages, demands, actions, fees, loss, costs and expenses (including reasonable attorneys and expert witness fees) arising out of or in connection with City's failure to comply this Section 6.8.

## **7.0 INDEMNIFICATION**

- 7.1 City shall indemnify, defend and hold harmless County, its trustees, elected and appointed officers, agents, employees, and volunteers from and against any and all liability, including, but not limited to, claims for injury or damages , demands, actions, fees, loss, costs and expenses (including reasonable attorney and expert witness fees) arising out of or incurred in connection with the performance of this MOU, but only in proportion to and to the extent such liability, loss, demands, actions, fees, costs and expenses are caused by or result from the negligent or intentional acts or omissions of Agency, its trustees, officers, agents, employees, or volunteers.
- 7.2 County shall indemnify, defend and hold harmless City, its trustees, officers, agents, employees, and volunteers from and against any and all liability, including, but not limited to, claims for injury or damages, demands, actions, fees, loss, costs and expenses (including reasonable attorney and expert witness fees) arising out of or incurred in connection with the performance of this MOU, but only in proportion to and to the extent such liability, loss, demands, actions, fees, costs and expenses are caused by or result from the negligent or intentional acts or omissions of County, its trustees, officers, agents, employees, or volunteers.

## **8.0 FISCAL PROVISIONS**

Pursuant to the terms of this MOU, Department shall provide City with access to EMS at no cost. However, in the event that any unforeseen additional cost or fees are incurred by the Department in connection with the City's access to EMS, including but not limited to, any licensing fees and costs which may be imposed by software manufacturers or software support providers, the Department shall notify City in advance of imposing said fees/costs and a negotiated Amendment shall be executed between both parties in accordance with Section III of the MOU. In the event the Parties cannot agree to an Amendment relating to unforeseen additional costs or fees, either Party terminate this MOU upon providing written notice as prescribed in Section 3.2 herein. This MOU is not intended to encumber any funds for any costs to maintain the online access to EMS.

## **9.0 ELECTRONIC SIGNATURES**

The Parties hereby agree facsimile and electronic scanned versions of original signatures of authorized signatories of each party have the same force and effect as original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

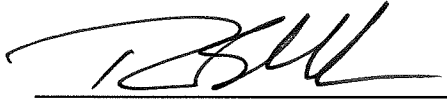
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IN WITNESS WHEREOF, and executed as the date first above written above, the Parties to this MOU do hereby agree and consent to all terms and conditions provided herein.

**COUNTY OF LOS ANGELES**


  
\_\_\_\_\_  
DEAN C. LOGAN  
Registrar-Recorder/County Clerk

**CITY OF LONG BEACH**

  
\_\_\_\_\_  
PATRICK H. WEST  
City Manager  
**Tom Modica**  
**Assistant City Manager**  
**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER**

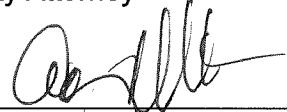
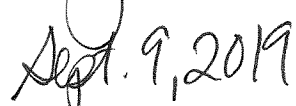
APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

  
\_\_\_\_\_  
By: GINA V. EACHUS  
Senior Deputy County Counsel

APPROVED AS TO FORM:

CHARLES PARKIN  
City Attorney

  
\_\_\_\_\_  
By:   
Sept. 9, 2019



**EMS PRIMARY CONTACTS**

Date: 7/18/2019

MOU#19-002

**DEPARTMENT**

Project Manager:

Name: Aman Bhullar  
Title: Assistant RR/CC  
Information Technology Bureau  
Address: 12400 Imperial Highway  
Norwalk, CA 90650  
Phone: (562) 462-2714  
Email: ABhullar@rrcc.lacounty.gov

Contracts Administrator

Name: Veronica Williams  
Title: Contracts Manager  
Address: 12400 Imperial Highway, Room 5115  
Norwalk, CA 90650  
Phone: (562) 462-2905  
Email: contracts@rrcc.lacounty.gov

**Send all MOU questions - contracts@rrcc.lacounty.gov**  
**All email subject lines must reference MOU #19-002**

**CITY**

Operations Manager(s):

Name: Allison Bunma  
Title: Assistant City Clerk  
Division/Section: Address: 411 W. Ocean Blvd  
Long Beach, CA 90802  
Phone: (562) 570-5298  
Email: allison.bunma@longbeach.gov

Contract's Administrator:

Name: Monique DeLaGarza  
Title: City Clerk  
Division/Section: Address: 411 W. Ocean Blvd  
Long Beach, CA 90802  
Phone: (562) 570-6981  
Email: monique.delagarza@longbeach.gov