



**35806**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**COUNTY OF LOS ANGELES**

**REGISTRAR-RECORDER/COUNTY CLERK**

**AND**

**CITY OF LONG BEACH**

**FOR**

**VITAL RECORDS DATA AND IMAGES (VRDI)**

**MOU #: 19-007**

Prepared by:

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### EXHIBIT

1	VRDI Primary Contacts
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DEPARTMENT OF REGISTRAR-RECORDER/COUNTY CLERK  
AND  
CITY OF LONG BEACH  
FOR VITAL RECORDS DATA AND IMAGES (VRDI)**

This Memorandum of Understanding ("MOU") is made and entered into this 8th day of January, 2021 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 City of Long Beach ("City"), through its Department of Health and Human Services ("City Department"). County, Department, and "City" are hereinafter referred to collectively as the "Parties" and each individually as a "Party."

WHEREAS, City/City Department agrees to provide Department with certain birth and death records ("Data") for events which occurred within the boundaries of the City;

WHEREAS, the Data is necessary to assist Department in indexing its vital record images;

WHEREAS, City/City Department agrees to provide the Data from its system ("System") to Department in order for Department to create, maintain, or supplement its Vital Records Index ("VRI") based on the Data received.

WHEREAS, City/City Department shall provide Department with certain birth and death records ("Certificates") for events which occurred within the boundaries of City pursuant to Health and Safety Code 102335;

WHEREAS, City/City Department agrees to provide the Certificates in electronic image file format to Department in order for Department to create, maintain, or supplement its VRI and maintain the records.

WHEREAS, the Certificates are necessary for the Department to execute its duty of keeping copies of all vital records indefinitely per Health and Safety Code 102335;

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 the Department with certain birth and death records for the sole purpose of creating, supplementing, and/or maintaining the VRI. Additionally, City/City Department will provide Department with electronic image files.

**2.0 SCOPE**

Pursuant to this MOU, City/City Department will provide Department with certain birth and death records in the form of non-confidential Data files from the System through a Managed File Transfer (MFT) to create, maintain, and supplement the VRI. City/City Department will only provide the non-confidential portion of the Certificates to Department. Images will be transmitted through a MFT for Department to upload to its Joint Enterprise Development Interface as well as create a back-up on microfilm, whereby Department will be able to

continue its mission to provide copies of vital records for the constituents of Los Angeles County.

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

- 3.1. This MOU shall take effect upon the execution hereof by the Parties, and shall run consecutively for five (5) years thereafter. The MOU will automatically renew for five (5) additional one-year terms unless sooner terminated or extended, in whole or in part, as provided in this MOU. The term of the MOU, including renewal periods, shall not exceed ten (10) years from the effective date.
- 3.2. Either Party may terminate this MOU by giving fifteen (15) days prior written notice thereof to the other Party.
- 3.3. Data files from the System under this MOU are solely to allow Department to create, maintain, and supplement the VRI for the sole purpose of conducting official Department business.
- 3.4. 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 (VRDI 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/City Department's Designee and the Registrar-Recorder/County Clerk 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. Authorizing Manager or designee) on respective letterhead.

### **5.0 DEPARTMENT RESPONSIBILITIES**

- 5.1. Department shall secure and not share any data files provided by City/City Department.
- 5.2. Department shall not copy or modify any computer software associated with the services provided under this MOU.

### **6.0 CITY/CITY DEPARTMENT RESPONSIBILITIES**

- 6.1. City/City Department shall provide data files to Department in a manner and time frame that is agreeable to both agencies.

- 6.2. City/City Department shall maintain the confidentiality of all information obtained from vital records images in accordance with all applicable Federal, State and local laws, rules and regulations.
- 6.3. City/City Department retains the right to audit Department compliance with the terms and conditions of this MOU. In the event that an audit is conducted by Department or any state or federal auditor in connection to this MOU, City/City Department shall be solely liable for its respective audit findings and sanctions, if any.

## **7.0 INDEMNIFICATION**

- 7.1. City/City Department 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 City/City Department, its trustees, officers, agents, employees, or volunteers.
- 7.2. County shall indemnify, defend and hold harmless City/City Department, 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**

City/City Department shall provide Department with certain birth and death records in the form of non-confidential Data files from the System at no cost. However, in the event that any unforeseen additional cost or fees are incurred by City/City Department in connection with Department's data files, including but not limited to, any licensing fees or costs which may be imposed by the state. City/City Department shall notify Department in advance of imposing said fees/costs and a negotiated Amendment shall be executed between both Parties in accordance with Paragraph 3 (General Terms and Conditions) of this MOU.

## **9.0 ELECTRONIC SIGNATURES**


The Parties hereby agree facsimile and electronic scanned versions of original signatures of authorized officers 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.

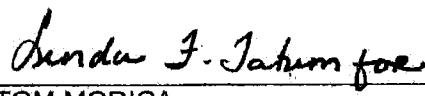
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DEPARTMENT OF REGISTRAR-RECORDER/COUNTY CLERK  
AND  
CITY OF LONG BEACH  
FOR VITAL RECORDS DATA AND IMAGES (VRDI)**

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

**COUNTY OF LOS ANGELES**

**CITY OF LONG BEACH**

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

  
\_\_\_\_\_  
TOM MODICA  
City Manager

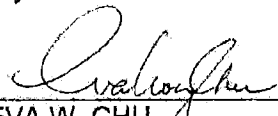
EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

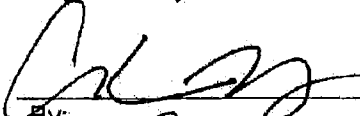
APPROVED AS TO FORM:

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

CHARLES PARKIN  
City Attorney

  
\_\_\_\_\_  
By: EVA W. CHU  
Deputy County Counsel

 11-23-2020  
\_\_\_\_\_  
By: for Taylor Anderson

## VRDI PRIMARY CONTACTS

Date: December 17, 2020

MOU#: 19-007

### RR/CC

RR/CC Project Manager:

Name: Portia Sanders  
Title: Division Manager, Public Records  
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Phone: (562) 462-2081  
Email: pdsanders@rrcc.lacounty.gov

Contract's Administrator

Name: Veronica Williams  
Title: Contracts Manager  
Address: 12400 Imperial Highway, Room 5115  
Norwalk, CA 90650  
Phone: (562) 462-2905

**Send MOU questions - [yoda@rrcc.lacounty.gov](mailto:yoda@rrcc.lacounty.gov)  
All email subject lines must reference MOU # 19-007**

### CITY

Operations Manager(s):

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Title: Physician Services Bureau Manager  
Address: 2525 Grand Ave, Suite 106  
Long Beach, CA 90815  
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Contract's Administrator:

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Title: Public Health Professional II  
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Phone: (562) 570-4331  
Email: Teresa.Ayala-Castillo@longbeach.gov