COUNTY OF LOS ANGELES
REGISTRAR-RECORDER/COUNTY CLERK
12400 IMPERIAL HWY. – P.O. BOX 1024, NORWALK, CALIFORNIA 90651-1024

Conny B. McCormack
Registrar-Recorder/County Clerk

February 13, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVE AGREEMENTS WITH THE CITY OF LOS ANGELES AND
THE CITY OF LONG BEACH FOR CONTINUED ON-LINE ACCESS TO
COUNTY VOTER INFORMATION MANAGEMENT SYSTEM
(ALL DISTRICTS - 3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Registrar-Recorder/County Clerk of the Department of the Registrar-Recorder/County Clerk (RR/CC) to execute the attached agreements (Agreements) with the City of Los Angeles (LA City) and the City of Long Beach (LB City) for continued on-line access to the County's Voter Information Management System (VIMS) at no cost to the cities for a term of five (5) years with three (3) one-year extension options effective upon execution by the respective parties.

2. Authorize the Registrar-Recorder/County Clerk, or her designee, to amend the Agreements to exercise one or more of three (3) one-year extension options, as needed.

3. Authorize the Registrar-Recorder/County Clerk, or her designee, to amend the Agreements as changes become necessary provided that County Counsel approval is obtained prior to executing such amendments.

4. Authorize the Registrar-Recorder/County Clerk, or her designee, to terminate either or both Agreements upon giving the other party 90 days advance notice in accordance with the provisions set forth in the Agreements.

PURPOSE/ JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of the recommended action is to continue to provide LA City and LB City with on-line access to VIMS, the voter registration database which contains all information for the County's 5.5 million registered voters (4 million active and 1.5 million inactive voters). The VIMS database forms the basis for establishing and maintaining the precincting of voters, the absentee voting system, verifying petitions, and maintaining pollworkers and voting location files. VIMS is not involved in tabulation of ballots. The VIMS' client-server platform enabled partnerships with the City of Los Angeles and the City of Long Beach, which has helped to improve the quality of the voter data and pollworker and polling place data used by all jurisdictions. Thus, critical information is ready and available to conduct federal, state, local and special elections as needed.

Implementation of Strategic Plan Goals:

This request supports the County Strategic Plan as follows:

Goal No. 3: Organizational Effectiveness: Ensure that service delivery systems are efficient, effective, and goal-oriented. The Agreements will allow LA City and LB City continued on-line access to VIMS. The City Clerks of both of these jurisdictions, which conduct their own city elections, have reported improved election administration in their cities as a result of the ability to utilize VIMS functionality on-line.

FISCAL IMPACT/ FINANCING:

RR/CC has statutory responsibility for maintaining voter information and related services. RR/CC does not incur any additional expense as a result of providing LA City and LB City with on-line access to VIMS. Since there is no cost recovery involved and as a professional courtesy to these governmental entities, RR/CC will not charge for on-line access to VIMS. LA City and LB City are responsible for all their expenses including equipment, software needs as well as communication and data lines. These Agreements will not negatively affect the County budget.

The Agreements also provide that in the event of any needed enhancements required for optimal VIMS performance, LA City and LB City may be assessed a portion of the related cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

RR/CC is responsible for the registration of voters, maintenance of the voter files, precincting, absentee voting, petitions, and precinct officers/polls maintenance and the conduct of federal, state and special elections, local/countywide elections and may assist as needed in municipal elections. On May 19, 1998 your Board authorized an agreement to grant full on-line access to VIMS for LA City and likewise on December 16, 2003 for LB City. The cities paid County $500,000 and $67,114 respectively as part of the VIMS purchase and installation costs in return for on-line access to VIMS. The current agreements with the cities for online access will expire on February 9, 2007 with the expiration of the primary VIMS contract. On January 30, 2007, your Board adopted a five (5) year contract with three (3) one-year extension options with Data Information Management Systems, Inc. for continued maintenance and support services of VIMS. The proposed agreements with the cities will grant continued online VIMS access to the cities. These partnerships have worked well for all parties and have greatly improved the quality of voter data, and pollworker and polling place data used by all jurisdictions, the RR/CC seeks your Board's approval to continue the partnerships with LA City and LB City, at no cost to the cities, for five (5) years with three (3) one-year extension options.

The Chief Administrative Office has reviewed and approved this Board letter. County Counsel has reviewed and approved as to form the attached Agreements.

CONTRACTING PROCESS:

There was no contracting process associated with the recommended Agreements with the City of Los Angeles and the City of Long Beach.

The Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Agreements.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended Agreements will ensure uninterrupted on-line access to VIMS by LA City and LB City and cultivates partnerships with the cities in improving the quality of the voter data, and pollworker and polling place data used by all jurisdictions.

CONCLUSION

Upon approval of the above recommendations, it is requested that the Executive Officer/Clerk of the Board, return one adopted stamped copy of the approved Board letter to:

County of Los Angeles
Registrar-Recorder/County Clerk
12400 Imperial Highway, Room 7201
Norwalk, CA 90650

Attention: Ngozi Ume
Head, Management Services

Respectfully submitted,

Conny B. McCormack
Registrar-Recorder/County Clerk

CBM:NU:hwk

Attachments (2)

c: Chief Administrative Office
    County Counsel

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

THE COUNTY OF LOS ANGELES

AND

THE CITY OF LOS ANGELES

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 LOS ANGELES
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 ___ day of _____, 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 Los Angeles also a political subdivision of the State of California ("LA City"), by and through the LA City Clerk's Office ("City Clerk"). County and LA 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, LA 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 LA 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 Clerk.

2. COUNTY RESPONSIBILITIES

2.1 County is responsible for all licensing and maintenance fees to the VIMS system.

2.2 RR/CC will provide LA 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 LA City locations is for any reason unavailable, and disruption of on-line access is sufficiently long to negatively impact an LA City municipal election, to the extent feasible as determined by the RR/CC, the RR/CC will provide LA City access to VIMS on County PCs at the Norwalk facility.

3. LA CITY RESPONSIBILITIES

3.1 LA City is responsible for all hardware and communications equipment and support needed by LA City to access VIMS from LA City locations. LA City will be responsible for maintaining LA City equipment and communication connections at its own expense.

3.2 LA City is responsible for LA 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 LA City shall restrict its use of VIMS to official LA City election business.

3.4 LA City shall maintain the confidentiality of all records obtained from VIMS in accordance with all applicable State and Federal laws and regulations.

3.5 LA 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 LA 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, LA 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 LA City shall have any further obligations under this Agreement.

    4.2   Not withstanding Paragraph 4.1, the Registrar-Recorder/County Clerk, or her designee, may terminate this Agreement at her sole discretion, by giving LA 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 Los Angeles:	Arleen P. Taylor, Chief Election Division, City Clerk City of Los Angeles 200 N. Spring Street, Room 285 Los Angeles, California 90012 Phone: (213) 978-0444 Fax: (213) 978-0376 Email: arleen.taylor@lacity.org
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

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

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

CITY OF LOS ANGELES
OFFICE OF THE CITY CLERK

COUNTY OF LOS ANGELES
REGISTRAR-RECORDER/COUNTY CLERK

_____
FRANK T. MARTINEZ
City Clerk

_____
CONNY B. McCORMACK
Registrar-Recorder/County Clerk

APPROVED AS TO FORM:

ROCKARD J. DELGADILLO
City Attorney

RAYMOND G. FORTNER, JR.
County Counsel

By _____
        Deputy City Attorney

By _____
        Judy Whitehurst
        Principal Deputy County Counsel

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 ___ day of _____, 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 Not withstanding 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

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

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

CITY OF LONG BEACH   **COUNTY OF LOS ANGELES**
A MUNICIPAL CORPORATION   REGISTRAR-RECORDER/COUNTY CLERK

_____   _____
GERALD R. MILLER   CONNY B. McCORMACK
City Manager   Registrar-Recorder/County Clerk

APPROVED AS TO FORM:

ROBERT E. SHANNON   RAYMOND G. FORTNER, JR.
City Attorney   County Counsel

By _____   By _____
     City Attorney   Judy Whitehurst
                                                         Principal Deputy County Counsel