



DEAN C. LOGAN
Registrar-Recorder/County Clerk

Los Angeles County Registrar-Recorder/County Clerk

February 07, 2017

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:

**REQUEST APPROVAL TO ENTER INTO MEMORANDUM OF UNDERSTANDING
WITH CITIES REQUESTING THE RELEASE OF THE VOTER SIGNATURE FILES
(ALL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

Approve the attached model Memorandum of Understanding (Agreement) to provide the voter signature files to Cities seeking to use it to conduct their own elections. The agreements will be between the County and various Cities (Cities). In addition, grant delegated authority to the Registrar-Recorder/County Clerk (RR/CC), or designee, to execute, amend, and/or terminate the Agreement with other Cities as necessary with County Counsel Approval.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the RR/CC, or designee, as agent of the County to execute the attached Agreement with various Cities for access to voter signature files, for an initial term of three (3) years with a two (2) year extension option effective upon execution of the respective parties. The aggregate term of each Agreement with the specified City will not exceed five (5) years.
2. Delegate authority to the RR/CC, or designee, as agent of the County, to amend the Agreement as changes become necessary provided that County Counsel approval is obtained prior to executing any such amendment.
3. Delegate authority to the RR/CC, or designee, as agent of the County, to terminate any Agreement

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

21 February 7, 2017

LORI GLASGOW
EXECUTIVE OFFICER

pursuant to the termination provisions contained in the Agreement, provided that County Counsel approval is obtained prior to terminating the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide Cities with the voter signature files to upload onto their election systems for the limited purpose of verifying signatures on vote by mail ballots. In the past, the RR/CC provided extracts of the voter file for the various cities conducting their own elections. The extracts did not contain confidential voter information such as signature images, or the driver's license and social security numbers. In order to verify signatures, cities have always been allowed to view the signatures on the RR/CC's database using a secure connection to the RR/CC's voter information system ("VIMS"). Your approval will allow cities that have acquired automated signature verification programs the ability to upload the voter signature files information directly onto the system running the program, rather than the cities using their existing access to the RR/CC's database.

It is anticipated that requests for the voter signature files will taper off within the next two years as the provisions of Senate Bill 415 will be implemented at which time all city elections will be consolidated with even-year election cycles and conducted by the RR/CC. There are three cities – Burbank, Glendale and Pasadena – that will independently conduct elections in February and April 2017 that have requested the voter signature files data for use of their local signature verification programs and in support of these elections.

Implementation of Strategic Plan Goals

This request supports the County Strategic Plan as follows:

Goal No. 2: Community Support and Responsiveness: Enrich the lives of Los Angeles County residents by providing enhanced, effective voter services.

FISCAL IMPACT/FINANCING

RR/CC has statutory responsibility for maintaining voter information and related services. RR/CC incurs minimal expense as a result of providing a City with the voter signature file. Since there is no cost recovery involved, and as a professional courtesy to these Cities, RR/CC will not charge for the service. Cities are responsible for all their expenses including equipment, software needs as well as communication and data lines. As such, the Agreement will not negatively affect the County budget.

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/pools maintenance, the conduct of federal, state and special elections, and may assist as needed in municipal elections.

The Secretary of State informed the RR/CC that the City Clerk should enter into a new or amended agreement to ensure the security of the voter signature file information. Specific security measures identified by the RR/CC and the Secretary of State include provisions that the data only be loaded on city systems which will not have internet access, third-party access to voter signature file information is prohibited, and city employee access will be limited. County will take necessary precautions to maintain the integrity of the voter file.

CONTRACTING PROCESS

There was no contracting process associated with the recommended actions. The model Agreement will be used to release the voter signature files to impacted Cities.

This Board letter and attached model Agreement have been reviewed and approved by County Counsel. The Chief Information Office (CIO) reviewed this Board letter and recommends approval. The CIO determined this recommended action contains no new information Technology (IT) matters requiring an Analysis. Therefore, no formal CIO Analysis is required.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will provide Cities with the voter signature files to facilitate a fast, efficient, and effective method of providing Cities with required information to aid in the conduct of elections.

CONCLUSION

Los Angeles County continues to be the nation's largest county – over 4.9 million voters across 4,084 square miles and boasts one of the most diverse populations and electorates. Approval of the requested actions will allow the RR/CC to provide essential tools to Cities in order to assist in the democratic process.

Upon approval and execution of Delegated Authority of the RR/CC, it is requested that the Executive Office/Clerk of the Board return one adopted stamped copy of the approved Board letter to:

Department of Registrar-Recorder/County Clerk
Finance and Management Division
12400 Imperial Highway, Room 5115
Norwalk, CA 90650

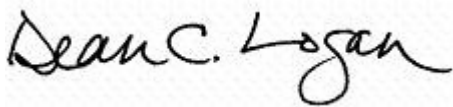
Attention: Veronica Williams, Contracts Manager
Email: vwilliams@rcc.lacounty.gov

The Honorable Board of Supervisors

2/7/2017

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Respectfully submitted,



DEAN C. LOGAN

Registrar-Recorder/County Clerk

Reviewed by:



PETER LOO

Acting Chief Information Officer

DCL:RF:FP

Enclosures

c: Chief Executive Officer
County Counsel
Acting Chief Information Officer



MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF LOS ANGELES
AND
CITY
FOR
RELEASE OF THE
VOTER SIGNATURE FILES

Prepared by:

Registrar-Recorder/County Clerk
Contracts Section
12400 Imperial Highway
Suite 5115
Norwalk, CA 90650

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**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE COUNTY OF LOS ANGELES AND
CITY
FOR RELEASE OF THE
VOTER SIGNATURE FILES**

This Memorandum of Understanding ("Agreement") is made and entered into on this _____ day of _____, 2017 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 _____, a Municipal Corporation ("City"), by and through the City Clerk's Office ("City Clerk"). County and City are hereinafter sometimes referred to collectively as the "Parties" and each individually as a "Party."

WHEREAS, City conducts its own elections;

WHEREAS, historically, the RR/CC provided extracts of the voter file for the City to conduct its own elections. The extracts did not contain confidential voter information such as signature images, or the driver's license and social security numbers. In order to verify signatures, the City was allowed to view the signatures on the RR/CC's database using a secure connection to the RR/CC's voter information system ("VIMS").;

WHEREAS, City acquired an automated signature verification program to check the signatures on vote by mail ballots. The City's program's functionality is enhanced which RR/CC VIMS voter signature images are loaded directly onto the City system running the program;

WHEREAS, City desires VIMS voter signature images to be loaded onto its system running an automated signature verification program for the purpose of conducting elections in its respective jurisdiction more efficiently; and

WHEREAS, RR/CC will provide VIMS voter signature images to Cities seeking to use the information to conduct their own elections pursuant to the specific terms set forth below. The City will only be allowed to have access to the VIMS voter signature images once per election for the timeframe necessary to conduct signature verifications for the vote by mail ballots; and

WHEREAS, Elections Code section 10002 states that cities may enter into agreements with the RR/CC for any elections services it needs.

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 City agree as follows:

1.0 GENERAL TERMS AND CONDITIONS

- 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 three (3) years unless sooner terminated or extended as provided herein.

- 1.2 The term of this Agreement may be extended up to two (2) one-year options, not to exceed a maximum collective term of five (5) years.
- 1.3 Any extension to the Agreement term shall be made by an Amendment executed by the RR/CC, or designee, and the City Clerk.
- 1.4 No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the Parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement and formally approved and executed by the Parties and County Counsel.

2.0 COUNTY RESPONSIBILITIES

- 2.1 County is responsible for all licensing and maintenance fees to the VIMS system.
- 2.2 Before the City's elections, the parties will mutually agree to the day and time for the County to deliver the encrypted thumb drive or external hard drive with VIMS digital voter signature images ("VIMS signatures") to the City ("Delivery Date") and the date the City will be finished with VIMS signatures and will delete the VIMS signatures from the City's systems ("Delete Date").
- 2.3 On the Delivery Date, County staff will personally deliver to the City an encrypted thumb drive or external hard drive with VIMS signatures for the City to load onto its City system that does not have internet access.
- 2.4 County is available to perform its responsibilities pursuant to this Agreement during the following times:
 - Telephone support: 9:00 A.M. to 5:00 P.M. Monday- Friday
 - Email support: Monitored 9:00 A.M. to 5:00 P.M. Monday- Friday. Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day.
 - Staff support: 9:00 A.M. to 5:00 P.M. Monday- Friday. County will not perform services during County or Federal Holidays.
- 2.5 In the event VIMS signatures at City locations are not available, and disruption is sufficiently long to negatively impact a City municipal election, to the extent feasible, as determined by the RR/CC, the RR/CC will provide City access to VIMS signatures on County computer systems at the County Norwalk facility.

3.0 CITY RESPONSIBILITIES

- 3.1 City is responsible for City elections conducted by the City and will pay RR/CC for any and all election services provided by the RR/CC for conducting municipal elections.

- 3.2 City is responsible for all hardware and communications equipment and support needed by City to access VIMS signatures. City will be responsible for maintaining City equipment and any/all connections at its own expense. In the event that a significant system modification is needed or made available from the manufacturer that will greatly improve the efficiency of the City's system, the City may be required to pay a respective portion of the system modification cost for RR/CC to provide VIMS signatures.
- 3.3 Confidentiality of VIMS signatures: City agrees that the VIMS signatures are confidential and must be used solely for governmental purposes, as determined by the Secretary of State as defined in Section 2194 of the California Elections Code.
 - 3.3.1 VIMS voter files and VIMS signatures will only be used for election purposes as defined by Title 2, Division 7, Article 1 section 19003 of the California Administrative Code. City shall comply with any and all of RR/CC's rules and regulations, applicable Federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are incorporated herein by reference.
 - 3.3.2 City shall maintain the confidentiality of all records obtained from the County in accordance with all applicable State and Federal laws and regulations.
 - 3.3.3 The City understands it is a misdemeanor for any person in possession of information obtained pursuant to Article 5 (commencing with Section 2180) of Chapter 2 of Division 2, or Section 6254.4 of the Government Code, knowingly to use or permit the use of all or any part of that information for any purpose other than as permitted by law as defined in Section 18109 of the California Elections Code.
 - 3.3.4 Violations of State or Federal law could subject the City to penalties. The City will be solely responsible for any penalties relating to the use of VIMS signatures.
- 3.4 Confidentiality Protocols for VIMS signatures.
 - 3.4.1 City shall restrict its use of VIMS signatures to official City election business.
 - 3.4.2 City shall limit the access to VIMS signatures to specific authorized personnel only and will maintain a log of all persons who have access to the VIMS signatures. Every user accessing the City's election signature matching system must have a unique username and password. The VIMS signatures access log will be made available to the County within one business day of any request.

- 3.4.3 The City is prohibited from allowing non-City third party access to the VIMS signatures.
- 3.4.4 The City must ensure all servers and workstations that have the software utilized to load VIMS signatures meet the following requirements: 1) shall not be connected to the internet or have internet access; 2) must be up to date on all Windows Critical and Security Patches; 3) must have an up to date antivirus system in place; 4) strong password enforcement must be in place for every user account accessing the VIMS signatures; and 5) the VIMS signatures are stored in a secure location with proper access controls to the equipment.
- 3.4.5 On the Deletion Date, after the completion of each election, the VIMS signatures, and any copies of the VIMS signature data, will be deleted or "wiped" from the City's computers and any and all duplicates, in any form, will be deleted or "wiped" by the City. The City will provide a written certification confirming the VIMS signatures, and any copies of the VIMS signatures data, was eliminated, deleted, and "wiped" from the City systems within two business days of the Deletion Date.
- 3.4.6 The City cannot sell, lease, loan or deliver possession of the VIMS signatures, or copies thereof, or any portion thereof, to any non-City person, organization or agency.
- 3.4.7 City shall inform all of its officers and employees having access to VIMS signatures of the confidentiality provisions of this Agreement detailed in Paragraph 3 and the Elections Code to ensure that all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.
- 3.4.8 The City shall notify County within 24 hours of any violations of the Confidentiality Protocols in Paragraphs 3.4, releases of VIMS signatures to persons who are not authorized to have access, and any other breaches of the confidentiality or security of the VIMS signatures as detailed in Paragraph 3.3.
- 3.5 City shall submit a completed Exhibit "A", as detailed in the California Administrative Code section 19008 to the California Secretary of State and the County within five business days of the execution of this Agreement, but before the Delivery Date.
- 3.6 County retains the right to audit 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 with this Agreement, City shall be solely liable for their respective audit findings and sanctions, if any.

4.0 CONTACTS

Each Party will appoint a person or persons to serve as the official contact(s) and coordinate the activities of the respective Party in carrying out this Agreement, which may change upon written notice. Unless otherwise provided under this Agreement, all notices, submissions or deliveries to be made to RR/CC and City under this Agreement shall be directed as indicated below.

COUNTY

Operations Manager: Name:

 Address:

 Phone:
 Email:

Contracts Manager: Name:

 Address:

 Phone:
 Email:

CITY

Contact: Name:

 Address:

 Phone:
 Email:

5.0 INDEMNIFICATION

City shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the City's acts and/or omissions arising from and/or relating to this Agreement, excluding the County's sole or active negligence.

6.0 INDEPENDENT CONTRACTORS

This Agreement is by and between the County (through RR/CC) and City and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between RR/CC and City. City understands and agrees that all City employees arranged by City to furnish services pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of City and not of RR/CC. City shall bear the sole responsibility and liability for furnishing Workers' Compensation

benefits to any City employee for injuries arising from or connected with services performed pursuant to the Agreement.

7.0 FISCAL PROVISIONS

RR/CC shall provide City with VIMS signatures at no cost. However, in the event that any unforeseen additional cost or fees are incurred by RR/CC, including but not limited to, any licensing fees or costs which may be imposed by software manufacturers, troubleshooting of software information, RR/CC will be reimbursed its full costs within thirty days of invoicing.

8.0 TERMINATION

- 8.1 Both parties may terminate this agreement, without cause, upon 90 days' written notice.
- 8.2 Notwithstanding 8.1 above, in the event that the County agreement with Data Information Management Systems, Inc., or another VIMS contractor, is terminated for any reason or RR/CC is unable to provide access to the VIMS signatures, this Agreement is deemed immediately terminated by the County and County shall have any further obligations under this Agreement.
- 8.3 Notwithstanding 8.1 above, City agrees that if the County reasonably believes any covenant or agreement contained in Paragraphs 3 or 5 were violated or breached, County may revoke and terminate this Agreement immediately, in addition to any of County's other rights and remedies provided at law and in equity.
- 8.4 The City's Responsibilities, pursuant to Paragraphs 3 and 5 survive termination of this Agreement.

9.0 FORCE MAJEURE

Either Party's obligations hereunder will be suspended so long as compliance is impeded or prevented by causes beyond the Party's reasonable control, which may include acts of God, embargoes, acts of war (including terrorist attacks), labor disturbances and acts or regulations of governmental entities.

10.0 LICENSE

County grants to City, effective as of the date the VIMS signatures are loaded onto the City' systems until the Deletion Date, a limited license for all allowed users as defined this Agreement (the "License"). This License may not be assigned to non-City entities or employees. County shall be the sole owner of all rights, title and interest, including copyright, in and to all software, plans, reports, acceptance test criteria, acceptance test plans, departmental procedures and processes, data, diagrams, facilities, tools, and information developed by County or by its Contractors pursuant to and for delivery to County under agreement. Nothing in this agreement is meant to be an

assignment of County's ownership rights, beyond the limited License provided herein.

11.0 LIMITATION OF LIABILITY

City agrees that if County has substantial and direct liability, whether arising under contract, tort, strict liability, or other form of action, such liability shall not exceed the greater of (i) the moneys paid to County under this Agreement, or (ii) \$500.

12.0 WAIVER

No waiver of a breach of any provision of the Agreement by RR/CC will constitute a waiver of any other breach of said provision or of any other provision of the Agreement. Failure of either Party to enforce at any time, or from time to time, any provision of the Agreement shall not be construed as a waiver thereof. No waiver shall be enforced unless said waiver is set forth in writing.

13.0 ASSIGNMENT

The rights under this Agreement may not be assigned.

14.0 INSURANCE COVERAGE REQUIREMENTS

14.1 PRIVACY/NETWORK SECURITY (CYBER) INSURANCE

Privacy/Network Security ("Cyber") liability coverage providing protection against liability for (1) privacy breaches (liability arising from the loss or disclosure of confidential information no matter how it occurs), (2) system breach, (3) denial or loss of service, (4) introduction, implantation or spread of malicious software code, (5) unauthorized access to or use of computer systems, with limits of \$25 million. No exclusions/restrictions for unencrypted portable devices/media may be on the policy. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status. If the City is Self-Insured up to \$25 million this insurance provision may be waived.

14.2 FAILURE TO MAINTAIN COVERAGE

City's failure to maintain the insurance, to provide acceptable evidence that it maintains the Required Insurance, or evidence of self-insurance shall constitute a material breach of the Agreement, upon which County immediately may suspend or terminate this Contract.

15.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this

Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

16.0 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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**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE COUNTY OF LOS ANGELES AND
CITY
FOR RELEASE OF THE
VOTER SIGNATURE FILES**

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

COUNTY OF LOS ANGELES
REGISTRAR-RECORDER/COUNTY
CLERK

CITY

DEAN C. LOGAN
Registrar-Recorder/County Clerk

NAME
City Clerk

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

APPROVED AS TO FORM:

CITY ATTORNEY
TITLE

By: NICOLE DAVIS TINKHAM
Senior Deputy County Counsel

By: NAME
TITLE

EXHIBIT A

APPLICATION

Name of Applicant: _____

Address of Applicant: _____

(If committee, state name of beneficiary) _____

The above-named applicant, hereby applies to the Secretary of State of the State of California, directly or through a source agency, for:

_____ electronic data processing tapes

_____ indices of registered voters

_____ pages of addressograph lists

_____ signature file data

The applicant hereby agrees that the aforementioned information set forth in affidavits of registration of voters and any information derived from said tabulating cards, electronic data processing tapes and indices (hereinafter collectively referred to as "registration information") will be used only for election or governmental purposes, as defined by Title 2, Division 7, Article 1, Section 19003 of the California Administrative Code.

The applicant further agrees not to sell, lease, loan or deliver possession of the registration information and signature file data, or a copy thereof, or any portion thereof, to any person, organization or agency without receiving written authorization to do so from the Secretary of State or from the source agency.

Subject to provisions of Title 2, Division 7, Article 1, Sections 19001 through 19007 of the California Administrative Code, the applicant agrees to pay the State of California, as compensation for any unauthorized use of each individual's registration information, an amount equal to the sum of 50 ¢ multiplied by the number of times each registration record is used by the applicant in an unauthorized manner.

Date: _____

Applicant or Agent for Applicant

Title