



**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**COUNTY OF LOS ANGELES**  
**REGISTRAR-RECORDER/COUNTY CLERK**  
**AND**  
**CITY OF REDONDO BEACH**  
**FOR**  
**RELEASE OF VOTER SIGNATURE FILES (RVSF)**

**MOU #: 22-009**

Prepared by:

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### **EXHIBITS**

- 1 Primary Contacts
- 2 Application (California Administrative Code § 19008)

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BETWEEN  
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DEPARTMENT OF REGISTRAR-RECORDER/COUNTY CLERK  
AND  
CITY OF REDONDO BEACH  
FOR RELEASE OF THE VOTER SIGNATURE FILES (RVSF)**

This Memorandum of Understanding ("MOU") is entered into this 16th day of August, 2022 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 Redondo Beach, a Chartered Municipal Corporation ("City"), by and through the City Clerk's Office ("City Clerk"). County, Department and City 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 release of voter signature files for the sole purpose of conducting official government business.

WHEREAS, City conducts its own elections;

WHEREAS, historically, the Department 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 Department's database using a secure connection to the Department's voter information system ("EMS");

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 Department EMS voter signature images are loaded directly onto the City system running the program;

WHEREAS, City desires Election Management System (EMS) 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, Department will provide EMS 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 EMS 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 MOUs with the Department for any elections services it needs.

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 for the Release of Voter Signature Files (RVSF) for the sole purpose of conducting official government business.

## **2.0 SCOPE**

The City is seeking to obtain a bulk voter signature file for the City in time to hold its all-mail standalone election on October 19, 2022 and future elections during the term of this agreement.

## **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 to the EMS system.
- 5.2 Before the City's elections, the parties will mutually agree to the day and time for the transfer of secure digital voter signature images ("EMS signatures") to the City ("Transfer Date") and the date by which the City will be finished with EMS signatures and will delete the EMS signatures from the City's systems ("Delete Date").
- 5.3 On the Transfer Date, County staff will transfer the EMS signatures via and encrypted thumb drive, external hard drive, or other secure file transfer method for the City to load onto its City system that does not have internet access.
- 5.4 County is available to perform its responsibilities pursuant to this MOU 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.
- 5.5 In the event EMS 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 Department, the Department will provide City access to EMS signatures on County computer systems at the County Norwalk facility.

## **6.0 CITY RESPONSIBILITIES**

- 6.1 City is responsible for City elections conducted by the City and will pay Department for any and all election services provided by the Department for conducting municipal elections.
- 6.2 City is responsible for all hardware and communications equipment and support needed by City to access EMS 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 Department to provide EMS signatures.
- 6.3 Confidentiality of EMS signatures: City agrees that the EMS 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 and applicable regulations.

- 6.3.1 EMS voter files and EMS signatures will only be used for election purposes as defined by Title 2, Division 7, Chapter 1, Article 1, Section 19003 of the California Code of Regulations. Any unauthorized use or disclosure of EMS voter files and EMS signatures obtained under this MOU without the express consent of Department will be cause for termination of this MOU by Department, effective immediately upon written notice. City shall comply with any and all of Department'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 MOU are incorporated herein by reference. City's failure to comply with this Section 6.3.1 shall be cause for termination of this MOU by Department, effective immediately upon written notice.
- 6.3.2 City shall maintain the confidentiality of all records obtained from the County in accordance with all applicable State and Federal laws and regulations. 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.
- 6.3.3 The City understands and acknowledges it is a misdemeanor for any person in possession of information obtained pursuant to Article 5 of Chapter 2 of Division 2 of the California Elections Code, 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.
- 6.3.4 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 EMS signatures.
- 6.3.5 In addition to indemnification obligations set forth in Paragraph 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 Paragraph 6.3.

#### 6.4 Confidentiality Protocols for EMS signatures.

- 6.4.1 City shall restrict its use of EMS signatures to official City election business.
- 6.4.2 City shall limit the access to EMS signatures to specific authorized personnel only and will maintain a log of all persons who have access to the EMS signatures. Every user accessing the City's election signature matching system must have a unique username and password. The EMS signatures access log will be made available to the County within one (1) business day of any request.

- 6.4.3 City is prohibited from allowing non-City third party access to the EMS signatures.
- 6.4.4 City must ensure all servers and workstations that have the software utilized to load EMS 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 EMS signatures; and 5) the EMS signatures are stored in a secure location with proper access controls to the equipment.
- 6.4.5 On the Deletion Date, after the completion of each election, the EMS signatures, and any copies of the EMS 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 EMS signatures, and any copies of the EMS signatures data, was eliminated, deleted, and "wiped" from the City systems within two (2) business days of the Deletion Date.
- 6.4.6 City cannot sell, lease, loan or deliver possession of the EMS signatures, or copies thereof, or any portion thereof, to any non-City person, organization or agency.
- 6.4.7 City shall inform all of its officers and employees having access to EMS signatures of the confidentiality provisions of this MOU and detailed in Paragraph 3 and the Elections Code to ensure that all information is safeguarded from improper disclosure in accordance with applicable state, federal, and local laws and regulations.
- 6.4.8 City shall notify County within twenty-four (24) hours of any violations of the Confidentiality Protocols in Paragraphs 6.3 and 6.4, releases of EMS signatures to persons who are not authorized to have access, and any other breaches of the confidentiality or security of the EMS signatures.
- 6.5 City shall submit a completed Exhibit 2, as detailed in the California Code of Regulations Section 19008 to the California Secretary of State and the County within five (5) business days of the execution of this MOU, but before the Delivery Date.
- 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 with this MOU and City is found to have violated any terms and conditions, City shall be solely liable for their respective audit findings and sanctions, if any.

## **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 City, 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. County's indemnification obligations under this Paragraph shall be subject to limitations set forth in Paragraph 12.0.

## **8.0 FISCAL PROVISIONS**

Department shall provide City with EMS signatures at no cost. However, in the event that any unforeseen additional cost or fees are incurred by Department, including but not limited to, any licensing fees or costs which may be imposed by software manufacturers, troubleshooting of software information, Department will submit an itemized invoice of the costs and City will reimburse the costs within thirty (30) days of invoicing.

## **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 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.

## **11.0 LICENSE**

County grants to City, effective as of the date the EMS signatures are loaded onto the City' systems until the Deletion Date, a limited license for all allowed users as defined this MOU (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 MOU. Nothing in



this MOU is meant to be an assignment of County's ownership rights, beyond the limited License provided herein.

## **12.0 LIMITATION OF LIABILITY**

Notwithstanding indemnification obligations set forth in Paragraph 7.2, 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 MOU, or (ii) \$500.

## **13.0 WAIVER**

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

## **14.0 ASSIGNMENT**

The rights under this MOU may not be assigned.

## **15.0 INSURANCE COVERAGE REQUIREMENTS**

### **15.1 PRIVACY/NETWORK SECURITY (CYBER) INSURANCE**

City is required to obtain privacy/Network Security/Cyber 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 \$2 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 \$2 million this insurance provision may be waived.

### **15.2 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 MOU, upon which County may immediately suspend or terminate this MOU.

## **16.0 GOVERNING LAW, JURISDICTION, AND VENUE**

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

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COUNTY OF LOS ANGELES  
DEPARTMENT OF REGISTRAR-RECORDER/COUNTY CLERK  
AND  
CITY OF REDONDO BEACH  
FOR RELEASE OF THE VOTER SIGNATURE FILES (RVSF)**

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**

**CITY OF REDONDO BEACH**

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

\_\_\_\_\_  
WILLIAM C. BRAND  
Mayor

ATTEST:

\_\_\_\_\_  
ELEANOR MANZANO  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

DAWNE R. HARRISON  
Acting County Counsel

\_\_\_\_\_  
EVA C. CHU  
Senior Deputy County Counsel

\_\_\_\_\_  
MICHAEL W. WEBB  
City Attorney

**PRIMARY CONTACTS**

Date: 8/10/2022

MOU #22-009

**DEPARTMENT**

Department Project Manager:

Name: Adrian Avelar  
Title: Executive Assistant  
Address: 12400 Imperial Highway, Room 7017  
Phone: (562) 345-8372  
Email: aavelar@rrcc.lacounty.gov

Contract's Administrator:

Name: Veronica Williams  
Title: Contracts Manager  
Address: 12400 Imperial Highway, Room 7211  
Norwalk, CA 90650  
Phone: (562) 383-2738

**Send MOU questions - [contracts@rrcc.lacounty.gov](mailto:contracts@rrcc.lacounty.gov)**  
**All email subject lines must reference MOU #22-009**

**CITY**

Operations Manager(s):

Name: Vickie Kroneberger  
Title: Chief Deputy City Clerk  
Division/Section:  
Address: 415 Diamond Street  
Redondo Beach, CA 90277  
Phone: (310) 318-0656 ext. 2644  
Email: Vickie.Kroneberger@redondo.org

Contract's Administrator:

Name: Eleanor Manzano  
Title: City Clerk  
Division/Section:  
Address: 415 Diamond Street  
Redondo Beach, CA 90277  
Phone: (310) 318-0646 (direct)  
Email: Eleanor.Manzano@redondo.org

**APPLICATION**

Name of Applicant: CITY OF REDONDO BEACH

Address of Applicant: City Clerk's Office, 415 Diamond Street

Redondo Beach, CA 90277

(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

  X   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 and consistent with Elections Code Section 2194, California Code of Regulations Section 19003, and Government Code Section 6254.4.

The applicant further agrees not to sell, lease, loan or deliver possession of the registration information, 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.

Date: \_\_\_\_\_

Applicant or Agent for  
Applicant: ELEANOR MANZANO

Title: CITY CLERK/ELECTIONS OFFICIAL