



Contract Number

15-404 A-3

SAP Number

Registrar of Voters

Department Contract Representative	Stephenie Shea
Telephone Number	909-387-2100
Contractor	Runbeck Election Services, LLC
Contractor Representative	
Telephone Number	877-230-2737
Contract Term	July 1, 2015 through June 30, 2030
Original Contract Amount	\$1,881,975.10
Amendment Amount	\$1,500,000
Total Contract Amount	\$3,381,975.10
Cost Center	6800001000

AMENDMENT NO. 3

AGREEMENT FOR SOFTWARE LICENSING FEE AND SUPPORT SERVICES FOR ELECTION MANAGEMENT SYSTEM (DIMS.NET)

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, on June 23, 2015 (Item No. 76), the Board of Supervisors (Board) approved Contract No. 15-404 with Data Information Management Systems, Inc. (DIMS), for the software licensing fee and system support for the election management software, in an amount not to exceed \$819,847.40 for the period of July 1, 2015 through June 30, 2020, with the option to extend for one additional five-year period; and

WHEREAS, on November 5, 2019 (Item No. 36), the Board approved Amendment No. 1 to reassign the Contract between San Bernardino County (County) and DIMS to Runbeck Election Services, LLC (Contractor) and exercise the renewal option, increasing the Agreement amount by \$950,000 from \$819,847 to an amount not to exceed \$1,769,847.70, for a new total period of July 1, 2015 through June 30, 2025; and

WHEREAS, on October 27, 2020 (Item No. 38), the Board approved Amendment No. 2 for the purchase of add-on software, development and support services for the DIMS.net election management system increasing the contract by \$112,128 to an amount not to exceed \$1,881,975.10 with no change to the contract period; and

WHEREAS, the County desires to extend the contract an additional five years; and

WHEREAS, the County desires to add change order language to the contract to define the process and assist with additional work that legislative changes may require;

NOW THEREFORE, the County and Contractor mutually agree as follows:

1. The above listed recitals are incorporated into the Contract and the Parties represent that they are true and correct.

2. Section 1.4 Term of License is rescinded in its entirety and replaced to read as follows:

1.4 Term of License. The license granted in Section 1.1 shall commence upon July 1, 2015 and shall continue through June 30, 2030 (the "Renewal Term"). The parties mutually agreed to renew the Agreement, this Agreement is renewed on the same terms and conditions as contained herein, including the payment by Customer of any applicable annual Fee increases as set forth in Attachment 1 attached hereto. Runbeck may terminate this Agreement if Customer fails to pay the Fee due or if Customer breaches the Agreement and Customer does not cure such failure or breach within thirty (30) days after receipt of written notice from Runbeck. Customer may terminate this Agreement if Runbeck breaches the Agreement and Runbeck does not cure such failure or breach within thirty (30) days after receipt of written notice from Customer. Upon the termination of the Agreement due to an uncured failure or breach by either party or upon Customer's discontinuance of the use of the Software, Customer shall, if requested by Runbeck in writing, (a) immediately return such Software and the related Documentation (including any and all copies thereof) to Runbeck, or (b) destroy such Software and Documentation and certify in writing to Runbeck that such destruction has occurred, provided that Customer may retain a copy of the Software for archival purposes, but in no event may Customer use the Software. Customer shall further have the right to terminate this Agreement at any time during the term, including any renewal thereof, for any reason in Customer's sole discretion. If such right is exercised, the Registrar of Voters shall have the right, on behalf of the County, to provide Runbeck with not less than sixty (60) days prior written notice of the termination and Customer shall have no further liability under this Agreement from and after the effective termination date.

2. Article 2 SOFTWARE MAINTENANCE AND SUPPORT is amended to read:

2.5 Fees. The maximum amount of payment under this contract shall not exceed \$3,381,975.10 and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

3. Article 3 MISCELLANEOUS is amended to add sections 3.33 through 3.39, to read:

3.33 CALIFORNIA CONSUMER PRIVACY ACT

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

3.34 50 Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

3.35 Campaign Contribution Disclosure (SB 1439)

Contractor has disclosed to the County using Attachment G - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

3.36 Certification of Postconsumer Material

Contractor shall certify the following in writing: (1) The minimum percentage, if not the exact percentage, of postconsumer material in the paper products and printing and writing paper offered or sold to the County. The certification shall be furnished under penalty of perjury in a form and manner determined by the County. The County may waive the certification requirement if the percentage of postconsumer material in the paper products, printing and writing paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor Internet website; and (2) That the paper products and printing and writing paper offered or sold to the County is eligible to be labeled with an unqualified recyclable label as defined in 16 C.F.R. Section 260.12 as published January 1, 2013, which is hereby incorporated by reference.

3.37 ACCESS TO VOTER REGISTRATION INFORMATION

Contractor agrees to follow California Code of Regulations Title 2, Division 7, Chapter 1, Article 1, Access to Voter Registration Information as it currently exists, or hereinafter amended, incorporated into this Contract as Exhibit F.

3.38 ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic

signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

3.39 CHANGE ORDER PROCESS

The County may at any time, by written order, make changes within the general scope of this Agreement ("Change Order") within the not to exceed amount of the Contract, so long as the total change order amount does not exceed \$100,000. If any Change Order causes an increase or decrease in the cost or time required for the performance of the work under this Agreement, an equitable adjustment shall be made to the price, delivery schedule, or both.

Contractor must assert any claim for equitable adjustment within thirty (30) days from the date of receipt by the Contractor of the Change Order; however, the County may receive and act upon any such claim asserted at any time prior to final payment under this Agreement where the facts justify such action. Where the cost of property made obsolete or excess as a result of a Change Order is included in the Contractor's claim for equitable adjustment, the County shall have the right to prescribe the manner of disposition of such property.

4. Attachment 1 is hereby amended to read as attached.
5. All other terms and conditions of the contract remain in full force and effect.

IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused this Amendment to be subscribed by its respective duly authorized officers, on its behalf.

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SAN BERNARDINO COUNTY

Runbeck Election Services, LLC

(Print or type name of corporation, company, contractor, etc.)

►

Dawn Rowe, Chair, Board of Supervisors

By ► _____
(Authorized signature - sign in blue ink)

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Name _____
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Title _____
(Print or Type)

By _____
Deputy

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form
► _____
Jolena Grider, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
► _____
Date _____

Reviewed/Approved by Department
► _____
Stephenie Shea, Registrar of Voters
Date _____

ATTACHMENT 1
SOFTWARE LICENSE, MAINTENANCE, AND SUPPORT

ITEM NO.	SOFTWARE LICENSE, MAINTENANCE AND SUPPORT	UNIT OF MEASURE	EXTENDED PRICE
1	Year (07/01/2024 – 06/30/2025)	Annual	\$198,199.54
2	Year (07/01/2025 – 06/30/2026)	Annual	\$204,145.53
3	Year (07/01/2026 – 06/30/2027)	Annual	\$210,269.89
4	Year (07/01/2027 – 06/30/2028)	Annual	\$216,577.99
5	Year (07/01/2028 – 06/30/2029)	Annual	\$223,075.33
6	Year (07/01/2029 – 06/30/2030)	Annual	\$229,767.59
GRAND TOTAL: (Sum of Extended Price for Initial Term and all Option Periods)			\$1,282,035.86

* subject to reasonable annual adjustment of pricing of 3% and/or market conditions whichever is greater.

NOTE: Panorama is invoiced after each election at \$150.00 per seat

AS - NEEDED SERVICES RATES FOR INITIAL TERM AND ALL OPTION YEARS

CHANGE REQUEST RESOURCES	UNIT OF MEASURE	HOURLY RATE	AFTER HOURS/ WEEKEND RATE
- Senior Application Developer	Hour	\$175.00	\$262.50
- Senior Database Management	Hour	\$175.00	\$262.50
Account Manager and/or Subject Matter Expert			
- Testing Specialist	Hour	\$175.00	\$262.50
- Applications Programmer	Hour	\$175.00	\$262.50
- Senior Network Technician	Hour	\$175.00	\$262.50
- Senior Software Engineer	Hour	\$175.00	\$262.50
- Administration and/or End User Training**	Hour	\$175.00	\$262.50

DESCRIPTION	UNIT	RATE
ON-SITE SERVICE	PER DAY / PER PERSON	\$1,820

** Administration and/or End User Training – supplemental to initial standard system overview

Version updates, policy changes, basic upgrades and/or questions will not be charged at the as needed hourly rates unless County requires customizations which are determined to be out of scope and will require additional dedicated resources. The Contractor will notify the County in such a case and provide a formal quote.

SOFTWARE LICENSE AND MAINTENANCE AND SUPPORT FEE

Terms & Conditions:

Note 1: Any applicable state and local taxes are not included and are the responsibility of Customer. See Section 3.1. Customer is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on DIMS or on any taxes levied on employee wages. The Customer shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the Customer pursuant to the Agreement. To the extent applicable, premium or rush transportation services incurred in connection with Software, if desired by Customer, shall be at an additional charge.

Note 2: Customer acknowledges and agrees that DIMS may increase the Fee on July 1, 2016 and on each July thereafter during the Initial Term and any Renewal Term (each an "Adjustment Date") by no more than the increase, if any, in the U.S. Department of Labor, Bureau of Labor Statistic, CPI-U index for the Los Angeles area between July of each immediately preceding year and July of each adjustment year. The annual Fee payable as of each Adjustment Date shall be the annual Fee paid by Customer in the immediately preceding year multiplied by any increase in the CPI-U index for the Los Angeles Area.

Note 3: Payment terms are as follows:

- The Fee due and payable hereunder shall be billed monthly in arrears and are payable within sixty (60) days after receipt of an invoice.
- In lieu of paying monthly in arrears, Customer may opt to pay the Fee due in advance on a semi-annual or annual basis. If paid on a semi-annual basis, Customer shall discount the Fee due by multiplying the monthly fee by six (6) and subtracting an amount equal to two percent (2.0%) of the Fee due for six (6) months. If paid on an annual basis, Customer shall discount the Fee by multiplying the monthly fee by twelve (12) and subtracting an amount equal to two percent (2.0%) of the Fee due for twelve (12) months. In the event of any termination of this Agreement and if the Customer has paid any Fee due in advance, DIMS shall refund to Customer, within thirty (30) days of the effective termination date, any Fee paid for the period after the effective termination date.
- DIMS shall accept all payments from Customer via electronic funds transfer (EFT) directly deposited into DIMS's designated checking or other bank account. DIMS shall promptly comply with directions and accurately complete forms provided by Customer required to process EFT payments.

Exhibit F
CALIFORNIA CODE OF REGULATIONS
TITLE 2. ADMINISTRATION
DIVISION 7. SECRETARY OF STATE
CHAPTER 1. VOTER REGISTRATION

ARTICLE 1. ACCESS TO VOTER REGISTRATION INFORMATION

19001. Definitions.

As used in this Article, the following terms have the following meanings:

1. "Agent" means a person authorized by a beneficiary to use voter registration information on that person's behalf including, but not limited to, employees and volunteers.
2. "Applicant" means a person who completes and submits an application to a source agency for the purpose of obtaining voter registration information. If an applicant submits the application on their own behalf, they are also the beneficiary. If an applicant submits the application on behalf of another person, the other person is the beneficiary.
3. "Beneficiary" means a person, including a vendor, who receives voter registration information either directly or indirectly from a source agency.
4. "Person" includes any individual, firm, association, organization, partnership, business trust, committee, political organization, corporation, or company.
5. "Source agency" means the Secretary of State or a county elections official, both of which maintain voter registration information and provide access to such information pursuant to Elections Code sections 2188 and 2194.
6. "Specific voter registration record" means voter registration information of an individual named voter for whom the applicant provides all required identifying information such as date of birth. Specific voter registration information does not include requests of unidentified individuals meeting certain criteria, such as any voters living on a certain street in a certain city.
7. "Vendor" means a person that obtains voter registration information from a source agency for another person's use, including, but not limited to, political parties, political campaigns, political committees, and data aggregators that prepare voter registration information for beneficiaries.
8. "Voter registration information" means information on registered voters that may be provided to an authorized applicant by a source agency under the provisions of this Article, Elections Code section 2194, and Government Code section 6254.4. This information includes the following for each voter, to the extent that it is included in any individual voter's record: registration county, unique registration identification number, name, residential address, mailing address, phone number, email address, language preference, date of birth, gender, party preference, registration status, registration date, precinct, registration method, place of birth, registration status reason (reason for the most recent update to the registration), voting assistance request status, permanent vote-by-mail status, county voter identification number, and voting participation history (election date and voting method).

Note: Authority cited: Section 2188.2, Elections Code; Sections 6254.4 and 12172.5, Government Code. Reference: Sections 2188 and 2194, Elections Code.

19002. Application of this Article.

1. This Article shall apply to any person who directly or indirectly receives voter registration information from any source agency.
2. This Article shall not apply to any voter requesting their own voter registration information through a publicly available voter record lookup tool. However, when a voter requests additional information about their own specific voter record than is available on such a tool, they must submit an application for specific voter registration record pursuant to this Article.

Note: Authority cited: Section 2188.2, Elections Code; Sections 6254.4, 12172.5, Government Code. Reference: Sections 2188, 2194, Elections Code.

19003. Permissible Uses.

1. Voter registration information obtained from a source agency shall be used solely for the following purposes:
 1. Election: for any person to communicate with voters in connection with an election by means that shall include, but shall not be limited to, the following:
 1. Communicating with voters for or against any candidate or ballot measure in any election;

2. Communicating with voters regarding the circulation or support of, or opposition to, any recall, initiative, or referendum petition;
 3. Surveying voters in connection with any specific election campaign or specific potential election campaign in which any voter registered to vote may vote;
 4. Surveying voters in connection with an election-related exploratory committee;
 5. Soliciting contributions or services as part of any election campaign on behalf of any candidate for public office or any political party or in support of or opposition to any ballot measure, initiative, or referendum petition.
2. Scholarly: students working on theses, professors researching voting patterns, and other academics involved in research related to political or election activities.
 3. Journalistic: members of the press for any purpose related to political or election activities.
 4. Political: for any person to communicate with voters to influence public opinion related to political or election activities. The content of such communications shall include, but shall not be limited to: news and opinions of candidates, elections, education related to political matters, political party developments, ballot measures, initiatives, referendum positions, and related political matters.
 5. Governmental: Any request from a governmental agency or for a use related to a governmental function by means including, but not limited to:
 1. Encouraging participation in the United States Census;
 2. Conducting any survey of opinions of voters by any government agency or its contractors;
 3. Any official use by any local, state, or federal governmental agency, which shall include use in connection with any judicial proceeding or investigation involving or being conducted by any local, state, or federal governmental agency.
 6. Record review: For any person to conduct an audit of voter registration lists for election, scholarly, journalistic, political, or governmental purposes. Record review includes, but is not limited to, detecting voter registration fraud, evaluating voter registration information accuracy, and evaluating compliance with applicable Federal and California laws.
 7. Vendor: By any vendor to compile and/or organize voter registration information for another person's use consistent with this Article.
 2. Requests for voter registration information for a purpose not specifically listed in subdivision (a), and not prohibited by section 19004, shall be evaluated for compliance with the Elections Code by the source agency.
 3. A source agency shall review each application for compliance with the Elections Code and this Article independent of decisions made on other applications.

Note: Authority cited: Section 2188.2, Elections Code; Sections 6254.4 and 12172.5, Government Code. Reference: Sections 2188 and 2194, Elections Code.

19004. Impermissible Uses.

1. Using voter registration information in a manner contrary to the authorized uses specified in Elections Code section 2194 is impermissible. Impermissible uses include, but shall not be limited to:
 1. Any communication for any personal, private, or commercial purpose other than for those purposes permitted by Section 19003.
 2. Solicitation of contributions or services for any personal, private, or commercial purpose.
 3. Conducting any survey of opinions of voters other than for those purposes permitted by Section 19003, subdivision (a).
 4. Using the voter registration information to harass any voter or the voter's household, including, but not limited to, any conduct prohibited by Elections Code sections 18540 and 18543.

2. Voter registration information shall not be sent outside of the United States, as specified in Elections Code section 2188.5.
3. Notwithstanding section 19003, a source agency may reject a request for voter registration information based on a reasonable belief or determination that it is being requested for use in a manner prohibited by law, including, but not limited to, uses contrary to the prohibitions or authorized uses specified in Elections Code sections 2188.5 and 2194 or that is contrary to Elections Code section 10. An impermissible purpose may include requests for voter registration information for an impermissible purpose submitted for fraudulent purposes or in bad faith or for the purpose of harassing or defrauding a person or entity. In such instances, the source agency shall provide the applicant its reasons for refusal. An applicant whose application is rejected shall not be prohibited from filing a new application.

*Note: Authority cited: Sections 2188.2 and 2188.5, Elections Code; Sections 6254.4 and 12172.5, Government Code.
Reference: Sections 2188 and 2194, Elections Code.*

19005. Transfers.

1. Only a vendor may transfer voter registration information to another person, as described in subdivision (c).
2. A beneficiary, including a vendor, may share voter registration information with their agent(s) without prior written authorization from a source agency.
 1. An agent may only use the voter registration information for the purposes specified in the approved application.
 2. LA beneficiary sharing voter registration information with an agent must exercise reasonable care that the agent uses the voter registration only for purposes approved by the source agency and report any unauthorized use as described in Section 19012 of this Article.
 3. A beneficiary remains responsible for the actions of their agent with respect to the use of the voter registration information.
3. A vendor may provide voter registration information to another person, other than its agent as described in subdivision (b), only upon providing written notification to the Secretary of State.
 1. This is intended to mean that the Secretary of State can approve the transfer of voter registration information obtained from both the Secretary of State and other source agencies.
 2. This notification shall include the name, address, phone number, and email address of the person to whom the information is provided. If applicable, the notification shall also include the business name and address of the person to whom the information is provided.
 3. A vendor that provides voter registration information to another person must share, in writing, the information security requirements in Section 19012 with that person and acknowledge, in writing, that they provided this information in the notification.
 4. A vendor who fails to provide the notification or transfers voter registration information to another person for an impermissible purpose shall be issued a warning by the Secretary of State for the first violation. For a second violation, a vendor will be barred from providing voter registration information to any person for the remainder of that presidential election cycle, defined as the period beginning on a presidential election day through the next presidential election day.
 5. This Article shall apply to any person who receives voter registration information from a vendor, as if that person had received the voter registration information directly from a source agency.

*Note: Authority cited: Section 2188.2, Elections Code; Sections 6254.4 and 12172.5, Government Code.
Reference: Sections 2188 and 2194, Elections Code.*

19006. Charges; Deposits.

1. The fee to obtain voter registration information from the Secretary of State is \$15.00 per one thousand records, up to a maximum of \$100.00. The minimum fee is \$15.00.
2. The fee to obtain a specific voter registration record is \$30.00 per record, up to a maximum of \$100.00. Each request for specific voter registration records is limited to 10 records.
3. A source agency (other than the Secretary of State) may designate the fee to obtain voter registration information and specific voter registration record(s).

Note: Authority cited: Section 2188.2, Elections Code; Sections 6254.4, 12172.5, Government Code. Reference: Sections 2188, 2194, Elections Code.

19008. Application.

1. Every applicant shall execute and deliver to the source agency an application that contains all of the following information:
 1. The full name of the applicant, and, if applicable, the full name of the beneficiary of the requested voter registration information.
 2. The applicant's telephone and email address.
 3. The applicant's complete business address.
 4. The applicant's complete mailing address, if different from the business address.
 5. If applicable, the complete business address of the beneficiary of the requested voter registration information.
 6. The purpose(s) or type(s) of business, organization, or committee that the applicant represents.
7. The purpose(s) for which the request for voter registration information is made and the specific intended use(s) of this information or data in accordance with Section 19003.
 1. If the intended use of the requested voter registration information is for political purposes, the applicant shall submit documentation establishing compliance with section 19003(a)(4), for example a letter establishing an affiliation with a political organization.
 2. If the intended use of the requested voter registration information is for scholarly purposes, the applicant shall submit a letter from the representative of the institution (professor, administrator, etc.) on the institution's letterhead stating that the applicant is authorized to receive the information.
 3. If the intended use of the requested voter registration information is for journalistic purposes, the applicant shall submit a clear copy of the applicant's press pass or media credential. In the event the applicant does not have a press pass or media credential, the applicant shall submit other evidence that they are a journalist. The source agency shall determine whether submitted press passes, media credentials, or other evidence properly establish a journalistic purpose.
8. A detailed explanation of how the requested voter registration information will be maintained securely and confidentially consistent with Section 19012.
9. The type of information requested. Examples include voter history, precinct to district information, whether voter registration information is requested for a specific jurisdiction, and specific voter registration information.
10. Shipping instructions for the source agency to deliver the requested voter registration information.
11. If applicable, detailed identifying information on a specific voter for a request of a single voter's voter registration information.
12. A completed agreement section, which contains spaces where the applicant must place their initials acknowledging the following statements:
 1. Applicant and beneficiary, if applicable, hereby agree that the information set forth in the voter registration information will be used for the approved purposes, consistent with state law, as defined by Elections Code section 2194, this Article, and Government Code section 6254.4.
 2. Applicant and beneficiary, if applicable, further agree not to sell, lease, loan, or deliver possession of the registration information, or a copy thereof, in any form or format, to any person, organization, or agency except as prescribed in Section 19005.
 3. Applicant and beneficiary, if applicable, agree to maintain information in a secure and confidential manner using the best practices identified in Section 19010 of this Article, and will notify the Secretary of State immediately of any violation, exposure, and/or breach of voter registration information or suspected violation, exposure, and/or breach of voter registration information and will cooperate with the Secretary of State's office or any investigative agency efforts related to any resulting investigation.

4. Applicant and beneficiary, if applicable, understand that it is a misdemeanor for a person in possession of voter registration information to use or permit the use of all or any part of the information for any purpose other than is permitted by law.
 5. Applicant and beneficiary, if applicable, agree to pay the State of California, as compensation for any unauthorized use of each individual's registration information, a penalty as described in Section 19007 of this Article.
2. The applicant shall certify the content of the application as to its truthfulness and correctness, under penalty of perjury, with the applicant's signature and the date and place of signing.

Note: Authority cited: Sections 2188.2 and 2188.3, Elections Code; Sections 6254.4 and 12172.5, Government Code. Reference: Sections 2188, 2194, and 18109, Elections Code.

19009. Application Submission and Processing.

1. The applicant must submit the completed application for voter registration information in the following manner:
 1. The applicant must deliver it to the source agency in person or by U.S. mail or other delivery/courier service. A wet signature is required on the application; therefore, a source agency shall not accept emailed and faxed applications for voter registration information.
 2. The applicant must include a clear copy of their current photo identification issued by a federal or state government agency with the completed application.
 3. The applicant must submit the appropriate fee with the completed application.
2. All source agencies, including the Secretary of State, shall process applications in the following manner:
 1. The source agency shall process requests for voter registration information in the order received.
 2. The source agency shall log all applications received, including whether each application was approved or denied and the contact information of each applicant, and maintain in this log all applications received, at a minimum, in the past five years.
 3. If the application is denied, the source agency shall inform the applicant of the reasons for denial, and shall return all application materials, including any payment. Payment will not be processed for denied applications.
 1. The Secretary of State shall inform the applicant of the reasons for denial in writing. Other source agencies may, but are not required to inform the applicant of the reasons for denial in writing.

3. Applicants may re-submit denied applications after addressing the reason(s) for denial.

Note: Authority cited: Section 2188.2, Elections Code; Sections 6254.4 and 12172.5, Government Code. Reference: Sections 2188 and 2194, Elections Code.

19010. Requests for Specific Voter Records.

1. If specific voter registration record(s) are requested, the source agency shall only use the exact information provided by the applicant to locate the record(s). The applicant shall provide as much detail as is possible, including, but not limited to, the full name, date of birth, and present and/or former residence address of the specific voter that is the subject of the request.
2. The source agency will only use the exact information provided (full name, date of birth, county of residence, and residence address, etc.) to identify specific voter registration record(s).
3. In the event there are insufficient details for the source agency to fulfill the request for a specific voter registration record, the source agency shall communicate that fact to the applicant to determine if additional criteria to identify the voter(s) is available.
4. If the request cannot be filled, the source agency shall send a letter to the applicant stating such. Payment will not be processed for requests that cannot be filled.
5. An applicant may request up to 10 specific voter registration records per application. A variant of a name shall be considered a part of one request.

Note: Authority cited: Section 2188.2, Elections Code; Sections 6254.4, 12172.5, Government Code. Reference: Sections 2188, 2194, Elections Code.

19011. End User Technical Support

A source agency that provides voter registration information under this Article is not responsible for end-user technical support for processing purchased data or for assistance on converting provided data for usage.

Note: Authority cited: Section 2188.2, Elections Code; Sections 6254.4 and 12172.5, Government Code. Reference: Section 2194, Elections Code.

19012. Requirements for Storage and Security of Voter Registration Information

1. Any person who has directly or indirectly obtained voter registration information from a source agency must exercise due diligence in maintaining and securing the voter registration information in order to reduce the risk of information exposure and/or breach.
2. Any person who has directly or indirectly obtained voter registration information from a source agency shall:
 1. Use a strong and unique password (“strong password hygiene”) per account with access to the voter registration information or privileges to grant access.
 2. Apply security best practices, which includes the following:
 1. Obtaining training on security awareness to avoid social engineering and phishing attacks.
 2. Practice the principles of “least privilege” By restricting user access to the minimum need based on users’ job necessity.
 3. Ensure user accounts are logged off or the session is locked after a period of inactivity, which shall be no more than 15 minutes.
 4. Remove, deactivate, or disable accounts or default credentials.
 5. Erase or wipe voter registration information that is no longer needed for its retention and sanitized following National Institute of Standards and Technology (NIST) 800-88 Guidelines for media sanitization.
 6. Restrict physical access by not leaving your computer in places unlocked and unattended.
 7. Limit the use of portable devices. If a portable device is used, strong storage encryption procedures must be applied utilizing Federal Information Processing Standards (FIPS) 197, commonly referred to as “Advanced Encryption Standard” or “AES.”
 8. Use wireless technology securely with Wi-Fi Protected Access 2 (WPA2) or better.
3. In addition to the requirements set forth in (b) above, any vendor shall:
 1. Apply additional security best practices, which include the following:
 1. Use strong identity and access management, preferring multi-factor authentication for any and all privilege accounts and/or accounts with access to voter registration data.
 2. Initiate an account lockout after a pre-defined number of failed attempts, no more than 10. Any automated account unlock actions must wait no less than 30 minutes from the lockout event.
 3. Force password changes on a pre-defined basis, but not less than 365 days.
 4. Backups of voter registration information shall be securely stored separately and utilizing FIPS 197 encryption at rest.
 2. Implement security log management, which includes the following:
 1. Enable logging on all systems and network devices with sufficient information collection that answers the following:
 1. What activity was performed?
 2. Who or what performed the activity, including where or on what system the activity was performed?
 3. What activity was the action performed on?
 4. What tool(s) were used to perform or performed the activity?
 5. What was the status, outcome, or results of the activity?
 2. Review log(s) regularly for any errors, abnormal activities and any system configuration changes.

3. Securely store log files separately from the systems monitored, archived, and protect from unauthorized modification, access, or destruction.
4. Use log monitoring tools to send real-time alerts and notifications.
5. Utilize multiple synchronized United States-based time sources.
3. Employ system hardening techniques, which include the following:
 1. Update and install all firmware and patches from a trusted and verifiable source.
 2. Use only the most up-to-date and certified version of vendor software.
 3. Install and maintain active malware and anti-virus software.
 4. Implement firewalls, also known as host-based firewalls, and/or port filtering tools with host-based intrusion protection services.
 5. Encrypt voter registration information using FIPS 197 at rest.
 6. Encrypt voter registration information in transit such as Transport Layer Security (TLS) 1.2 or better with a valid certificate and certificate chain.
 7. Do not use self-signed certificates.
 8. Conduct regular vulnerability scanning and testing for known or unknown weaknesses.
 9. Use application whitelisting on all endpoints and systems.

*Note: Authority cited: Section 2188.2, Elections Code; Sections 6254.4 and 12172.5, Government Code.
Reference: Sections 2188 and 2194, Elections Code.*

19013. Reporting Requirement for Unauthorized Use and Data Breaches

Any person who has obtained voter registration information from a source agency shall report detected unauthorized use, suspected breach, or denial of service attack on the voter registration information or the system containing the voter registration information to the Secretary of State Elections Division Help Desk within twenty-four (24) hours of discovery.

Note: Authority cited: Section 2188.3, Elections Code. Reference: Sections 2188 and 2194, Elections Code.



ATTACHMENT G

Senate Bill 1439

Contractor Information Report

DEFINITIONS

Actively supporting the matter: (a) Communicate directly, either in person or in writing, with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] with the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: _____
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: _____
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded (“closed corporation”), identify the major shareholder(s):

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If **no**, please skip Question No. 10.

Yes If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.