

Memorandum of Understanding (U_Club) For the Mobilize, Organize, Elect (MOE) System

This Agreement is made as of the _____ day of _____, 2015, between the San Bernardino County Democratic Central Committee and the [insert Club Name]

All Mobilize, Organize, Elect system (MOE) accounts will expire on December 31, 2015. The California Democratic Party (CDP) has every intention to continue providing MOE, at no cost to Party Organizations, for the foreseeable future. Organizations will be notified as soon as sponsorship has been extended beyond 2015.

The purpose of this Memorandum of Understanding is to identify the specific rights and duties of the [insert Club Name]_____ and the San Bernardino County Democratic Central Committee in relation to the MOE.

Section 1 – Description of Product and Services Included with the MOE System

Software

The MOE is a full-featured web based application. Using MOE requires no installation or computer networking, and MOE can be accessed from anywhere in the world by multiple users at the same time. It can be used with all major internet browsers and operating systems.

The MOE system is specifically designed for the CDP to facilitate Democratic Party building activities such as membership outreach, voter registration, voter education, volunteer recruitment, and effective campaigning on behalf of Democratic Party candidates and endorsed ballot issues. The system will contain Voter IDs from previous CDP campaigns and intends to identify more voters for use in future campaigns.

The MOE system is available 365 days a year with the primary objective of providing comprehensive resources to Democratic county committees and chartered organizations to assist them in engaging registered voters.

The MOE system provides, though not limited to, the following functionality:

- Voter Targeting
- Voter Identification / Data Entry
- Production of Walk/Phone Lists
- Production of Electronic Files for Phoning, Mail, and Door Hangers
- Online Phone Bank
- Creation of Precinct Maps
- Generation of Count Reports
- Maintenance of New Registrant Database
- Contact and Volunteer Database Maintenance
- Maintenance of Precinct Leader Program

Voter File Updates

The MOE system includes enhanced voter data that is updated frequently. Voter file updates are processed without the requirement of user requests, permission, or prior notification. File dates are posted on the program's home page.

The update frequency may be based on one or more of the following factors: county size, voter population, data availability, file cost, file status (undergoing changes such as purges, high activity, pending vote history, or redistricting). Prior to a statewide election cycle, most counties will receive a voter file update 60, 30, and 15 days prior the Election Day.

Vote-by-Mail (VBM) Information

There are two types of data related to mail ballot voting that may be automatically updated prior to an election. The first piece of data is the identification of every voter scheduled to receive a mail ballot along with the date in which their VBM status was processed by the local Registrar of Voters. The second is the identification of voters who have already returned their mail ballot. For statewide and large regional election cycles, this information will be posted automatically. The frequency of mail ballot status updates is based primarily on availability from each individual county Registrar of Voters.

Polling Place Updates

Roughly two to four weeks prior to an Election Day, polling place information for all precincts in California will be automatically posted in the MOE system. The files may get updated once or twice during a cycle as counties may change polling place locations.

Section 2 – Acquiring the MOE System and Distributing MOE to Additional Democratic Party Organizations

Acquiring the MOE system

The MOE System is available as a non-monetary (in-kind) contribution to Democratic County Central Committees (DCC) and allows for redistribution to the organizations chartered, in accordance with their DCC Bylaws, within their MOE account geography.

Access to the MOE system will be distributed at the discretion of the California Democratic Party and/or Democratic Central Committees. The system is intended to build the Democratic Party through voter engagement, registration, volunteer recruitment, and effective campaigning on behalf of Democratic Party candidates and endorsed ballot issues. All organizations using the MOE system must adhere to the fundamental principles and values of the Democratic Party.

The California Democratic Party may distribute access to the MOE to any qualified organization in California but will yield primary responsibility for distributing access to the MOE to the chartering organization (i.e. County Central Committees).

Every organization requesting access to the MOE system must provide a signed Memorandum of Understanding prior to receiving access to the system. The CDP has separate Memorandums of Understanding based on whether an organization has permission to redistribute access to the MOE system to other qualified organizations. The CDP is the only entity authorized to permit an organization to redistribute access to the MOE to additional organizations.

Initial execution of the MOU will include acknowledgement of the Terms and Conditions signed by both the top elected official of the organization and the appointed MOE Administrator, which may include Addendum A covering the Disclosure of Political Activity, see below. Any subsequent change in a MOE Administrator will require the execution of Addendum B to the Memorandum of Understanding (U_Club).

Administrative access is provided to the chair of the DCC and to the MOE Administrator(s) upon execution of the Memorandum of Understanding, pending review of any Disclosure of Political Activity addendums. Prior approval of the CDP is required, prior to granting any other administrative access beyond the county chair and the MOE Administrator(s), per Addendum C.

Once access has been provided to the MOE system, the DCC will receive notification from the CDP on the value of the in-kind contribution, if applicable, in accordance with state and/or federal campaign finance laws. The DCC or CDP will provide documentation for assisting organizations with the reporting process for the MOE.

The CDP will notify all organizations should any blackout periods arise because of special federal elections. During any such blackout periods, new requests for access to the MOE system should not be processed.

Role and Responsibility of the MOE Administrator

The person(s) named as MOE Administrator should:

- Have some familiarity with databases, voter files and/or political field operations
- Be at least an Associate Member of the DCC
- Be completely familiar with the terms and conditions of the MOU
- Be available for periodic trainings – as the MOE Administrator is responsible for the training of all users within their organization.
- Have sufficient time throughout the year, and particularly during election cycles, to provide requested information to chartered organizations and users.
- While not prohibited, it is recommended that someone other than the County Chair be assigned the responsibility for MOE Administration.
- If Co-MOE Administrators are named, only one of the Administrators will be indicated on the vendor contact records – though both MOE Administrators will receive all CDP notifications to MOE Administrators.
- Should a DCC decide to partner the CDP for Coordinated Campaigns (during an election cycle), the MOE Administrator agrees to follow the CDP's documentation for implementation of the coordinate program.
- Individualized trainings are available to the identified MOE Administrator(s) upon request.

Redistributing MOE

Any Democratic organization chartered by the DCC covered in the MOU, is allowed to provide a Voter Lookup access to their chartered organizations. It is recommended that a generic access be provided to the President, Secretary or Treasurer of the organization, so that they may verify the party affiliation of their member(s) and/or any potential candidate(s).

A MOE Information Request Form is available and may be used by the chartered organizations within the county to request lists and/or information from the MOE Administrator, in lieu of a higher level of access.

For a higher level of access to the DCC MOE account, the signee of this Memorandum of Understanding is authorized to provide MOE access to the organizations they charter under CDP by-laws, utilizing either of the options below.

There are two ways in which access can be provided by the county central committee, but in both cases, the chartered organization's geography will have to be pre-defined. When establishing chartered club geography, the primary consideration is that one club's geographically defined area should never overlap that of another. In counties where there are multiple chartered clubs/organizations in a particular city or area, the affected organizations **and** the central committee will define the area for each chartered organization- with all parties in agreement.

Option 1: Most county committees have chosen to provide access to their clubs by setting up geographically defined (club) areas for their users from **within** their county-wide account - provided those geographies do not overlap. No further agreements are required for this option.

Option 2: Should a county determine that they actually want to set up a separate sub-account (for an extremely active club who has a trained MOE Administrator to manage the account), they may do so. The data collected in this sub-account may be shared with the county-wide account, with both parties agreeing to what data is to be shared. There is also a separate Memorandum of Understanding between the county central committee and the chartered club to cover this option that must be executed. For counties wishing to use Option 2, contact the CDP MOE Liaison for the process instructions. Please note that the failure to administer any of the process steps provided by the CDP may result in revoking the right of the signee to distribute access to the MOE and could possible result in the revocation of all MOE access and forfeiture of collected proprietary data.

Chartering organizations may also be partially responsible for legal costs and penalties associated with misuse of the MOE system and/or voter data by their chartered organizations. Decisions to reduce or rescind access to the MOE can be made by the CDP Managing Director or Political Data, our software vendor.

Disclosure of Political Activity Required for MOE access higher than Voter Lookup

Chartered organizations providing MOE access to users within their organization, including the executors of this agreement, are required to disclose the following to their CDP MOE Liaison – for any user with a MOE access level **above** Voter Lookup:

- Candidacy in any active political race
- Being employed or otherwise retained by a candidate, union or issue-based campaign/organization
- Paid (political) consultant
- Volunteer for, in excess of 10 hours per week, for a candidate or on an issue campaign
- An elected official or person employed by an elected official

The elected County Chair and MOE Administrator(s) must indicate whether or not any political activity disclosure is applicable or not on the signature page of this document. The Addendum A must be returned with the MOU prior to approval and acceptance by the CDP.

Thereafter, any person requesting MOE access higher than Voter Lookup must disclose political activity **prior to any access being granted**, by submitting an Addendum A to this agreement. The Addendum must be signed by the County Chairs and County MOE Administrator(s) as well as the requesting user and submitted to the CDP MOE Liaison.

Any change in status relative to the above points during the course of using the MOE system must be disclosed as soon as is reasonably possible. Upon receipt of any Addendum A, a written determination of allowable user access will be provided by the CDP – before access is granted.

Disclosure of Political Activity rarely results in a denial or limitation of access – but is required as a protection for both the CDP and the executors of this Memorandum of Understanding.

Section 3 – Permissible and Impermissible Use and Associated Penalties.

Permissible Use

The MOE system contains personal information for individuals registered to vote in the State of California. Working with the MOE system is a privilege and must be done with the utmost consideration and respect for voter privacy. State law limits use of the voter file to activities associated with electoral politics and political party building. Please carefully review this section for a full understanding of the permissible use of voter data and the MOE system.

- Access to the MOE System is only available to the California Democratic Party, Democratic Central Committees, and officially chartered and recognized Democratic clubs.
- The MOE system is intended to build the Democratic Party through voter registration, voter education, volunteer recruitment, and effective campaigning on behalf of endorsed Democratic Party candidates and endorsed ballot issues.
- Qualified organizations may generate printed lists and/or electronic files to be used in accordance with the purposes stated in this section of the Memorandum of Understanding.
- Electronic mail and phone files may be generated without limitation as long as their distribution is funded by the same organization controlling the MOE system account.
- Printed Lists and labels may be generated without limitation as long as they are primarily used by the same organization controlling the MOE system account.
- The MOE Voter Contact System must be used in accordance with California State Law pertaining to receipt, view of confidential voter registration information.

19003. Permissible Uses. Permissible uses of information obtained from a source agency shall include, but shall not be limited to, the following: (a) Using registration information for purposes of communicating with voters in connection with any election. (b) Sending communications, including but not limited to, mailings which campaign for or against any candidate or ballot measure in any election. (c) Sending communications, including but not limited to, mailings by or in behalf of any political party; provided however, that the content of such communications shall be devoted to news and opinions of candidates, elections, political party developments and related matters. (d) Sending communications, including but not limited to, mailings, incidental to the circulation or support of, or opposition to any recall, initiative, or referendum petition. (e) Sending of newsletters or bulletins by any elected public official, political party or candidate for public office. (f) Conducting any survey of voters in connection with any election campaign. (g) Conducting any survey of opinions of voters by any government agency, political party, elected official or political candidate for election or governmental purposes. (h) Conducting an audit of voter registration lists for the purpose of detecting voter registration fraud. (i) 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. (j) Any official use by any local, state, or federal governmental agency.

Impermissible Use

- Access to the MOE System or information derived from the program cannot be provided to any organization not covered by a Memorandum of Understanding in accordance with the guidelines and process set forth in this document.

- Access to the MOE Voter Contact System cannot be provided to a candidate or campaign committee.
- Mail Files may not be generated unless the mailing is paid for by the organization in possession of the MOE account.
- Voter Information may not be sold, bartered, or traded under any circumstance.
- Individuals with permissible access to the MOE system who are running or planning to run for elected office and/or generate personal income as a political consultant may not use the MOE system in any capacity that may appear to exclusively serve those individuals' non-party interests.
- The MOE Voter Contact System must be used in accordance with California State Law pertaining to receipt, view of confidential voter registration information.

19004. Impermissible Uses. The following uses of registration information obtained from a source agency shall be deemed other than for election and governmental purposes: (a) Any communication or other use solely or partially for commercial purpose. (b) Solicitation of contributions or services for any purpose other than on behalf of a candidate or political party or in support of or opposition to a ballot measure. (c) Conducting any survey of opinions of voters other than those permitted by section 19003 (f) and (g).

Penalties for Improper Use

Failure to abide by the terms and conditions of this agreement may result in the immediate termination of your MOE account and forfeiture of proprietary data. Additionally, California State Law states the following:

19007. Penalties Every person, who directly or indirectly obtains registration information from a source agency, shall be liable to the State of California, as a penalty for any use of said registration information which is not authorized by section 607 of the Elections Code and the regulations promulgated pursuant thereto, for an amount equal to the sum of \$.50 multiplied by the number of registration records which such person used in an unauthorized manner. Unauthorized use by any applicant of any portion of the information obtained pursuant to this Chapter shall raise a presumption that all such information obtained by such application was so misused. Illustration: X Data Corp. obtains registration information from a source agency and uses this information to address a commercial mailing to 10,000 voters. Under this provision of this section, X Data Corp. is obligated to pay the State of California the sum of \$5000.00, which constitutes the sum of \$.50 multiplied by 10,000, the number of registration records which were used in an unauthorized manner.

WILLFUL VIOLATION OF THESE PROVISIONS IS A MISDEMEANOR (ELECTIONS CODE SECTIONS 18109)

Subject to the provisions of Title 2, Division 7, Article 1, Sections 19001 through 19007 of the California Code of Regulations, the Signor agrees to pay to the State of California, as compensation for any UNAUTHORIZED USE OF EACH INDIVIDUAL'S REGISTRATION INFORMATION, an amount equal to the sum of fifty cents (\$.50) multiplied by the number of times each registration record is used by the Signor in an unauthorized manner.

Every organization with access to the MOE system is responsible for ensuring its use is in accordance with this Memorandum of Understanding and California State Law. Distributing access to the MOE or data derived from the MOE to unauthorized individuals or organization can also result in campaign finance violations and/or financial penalties based on the value of the distributed data.

Section 4 – User Accounts and Ownership of Data

User Accounts

Organizations with redistributable access to the MOE system will receive the Level 5 (all access) accounts described previously (County Chair and MOE Administrator(s)) when their account is created. Thereafter, subscriber organizations are responsible for creating additional user accounts and making sure that users do not have access to voter information in excess of their duties within the organization. Accounts can be customized to reflect the appropriate level of program functionality and voter geography.

In accordance with state law, each user with administrative access must be listed by name in association with their user account.

Ownership of Data

Each organization with a MOE system account has exclusive ownership of the information (flags) they contribute to the MOE system. This "proprietary information" covers every piece of data imported, modified, scanned, or added into the MOE system.

The only exceptions to the exclusive ownership agreement are:

- The identification of “bad numbers” and voters who have “Moved”. These fields will be shared with all organizations working in the MOE system in the interest of saving time, money, and human resources for fellow Democratic Party Organizations.
- Information stored in MOE related to Democratic State Central Committee (DSCC) delegates to be shared with the California Democratic Party.
- Forfeiture of proprietary data in association with the termination of a MOE account.

Proprietary information, other than the information identified above, will not be shared with any other organization without the written agreement of the top elected representative from the organization which owns the data as well as an official from the organization that is to receive the data. When both the "donor" and "recipient" have determined what data is to be shared, final approval must be granted by the CDP, who will assist and facilitate the process.

Voter file information and voter file enhancements are property of Political Data Inc. Individuals cannot possess confidential voter file information without specific approval from the Secretary of State or County Registrar office.

Indemnification

Democratic Organizations using the MOE agree to indemnify, defend and hold harmless CDP, and its respective officers, contractors, directors, employees and vendors (“Related Parties”), from and against any and all damages, liabilities, losses, or expenses (including court cases and reasonable attorneys’ fees): (i) arising out of Democratic Organizations performance under this agreement; (ii) incurred in connection with any breach by the Democratic Organization of this Agreement, to the extent, in the case of each of clauses (i) and (ii), that such damages, liabilities, losses or expenses are caused by or result from the negligent or intentional conduct of Democratic Organization.

The [Club Name] _____
acknowledges that the receipt, viewing and use of such Information is restricted by the laws and regulations of the state of California including Section 6254.4 of the Government Code, Sections 2194, 18109, and 18110 of the Elections Code and Sections 19003, 19004 and 19007 of the California Code of Regulations. Our chartered organization agrees that the aforementioned Information will be used ONLY FOR ELECTION OR GOVERNMENTAL PURPOSES, OR RESEARCH as defined by Title 2, Division 7, Article 1, Section 19003 of the California Code of Regulations, and Elections Code Section 2194 and Government Code Section 6254.4. Furthermore, our chartered organization acknowledges that the misuse of such Information is a MISDEMEANOR.

Name of Organization: _____

Chartered By: _____

Associated Geography (District): _____

Printed Name/Title of Club President _____

Signature/Title: _____ Date _____

Addendum A, Disclosure of Political Activity: ___ Attached or ___ Not Applicable

Printed Name of (Primary) MOE Administrator: _____

Signature/Title: _____ Date _____

Addendum A, Disclosure of Political Activity: ___ Attached or ___ Not Applicable

(If applicable) Printed Name of Co-MOE Administrator: _____

Signature/Title: _____ Date _____

Addendum A, Disclosure of Political Activity: ___ Attached or ___ Not Applicable

Agreed to on _____, 2015 and accepted by:

(Signature)

(Title, name of County Democratic Central Committee)

Addendum A
to the Memorandum of Understanding (U-Club)
For the Mobilize, Organize, Elect (MOE) System
Disclosure of Political Activity

_____, a member of _____
(Potential User's Name) (Name of the Qualified Organization)

_____, has requested _____ access to our MOE account.
(type/level)

However, the above named person is either: (Please check applicable box)

- a candidate employed by a candidate, union or issue-based campaign/organization
- an elected official employed by an elected official a paid political consultant
- a volunteer for a candidate or issue campaign for more than 10 hours per week.

1. A fuller description of their involvement above is:

2. A description of the purpose and/or activity requiring an increased level of access is required, so that the CDP can make a reasonable determination:

Printed Name of Club's Elected Official: _____

Signature/Title: _____ Date _____

Printed Name of the Primary MOE Administrator: _____

Signature: _____ Date _____

Printed Name of the Co-MOE Administrator, if applicable: _____

Signature: _____ Date _____

By signature below, _____, acknowledges he/she has read and understands the Memorandum of Understanding for the use of the MOE system and agrees to abide by the terms and conditions contained therein.

Signature: _____ Date _____

Addendum B
to the Memorandum of Understanding (U-Club)
For the Mobilize, Organize, Elect (MOE) System

Change in MOE Administrator

The previous MOE Administrator, _____, is being replaced with:

Name: _____

Contact Phone Numbers: Cell: _____ Home: _____

Email address: _____

Or, we would like to add _____, as a Co-MOE Administrator.

Name: _____

Contact Phone Numbers: Cell: _____ Home: _____

Email address: _____

Printed Name of Top Elected Official: _____

Signature: _____ Date _____

In cases where a Co-MOE Administrator is being named:

Printed Name of original/Primary MOE Administrator: _____

Signature: _____ Date _____

By signature below, _____, acknowledges he/she has read and understands the Memorandum of Understanding for the use of the MOE system and agrees to abide by the terms and conditions contained therein.

Printed Name of new MOE Administrator: _____

Signature: _____

Addendum A, Disclosure of Political Activity: ___ Attached or ___ Not Applicable

Date _____

Addendum C
to the Memorandum of Understanding (U-Club)
For the Mobilize, Organize, Elect (MOE) System

Additional Level 5 User (Non-Administrator)

We are requesting the following person be allowed Level 5 access to our MOE account.

Name: _____

Contact Phone Numbers: Cell: _____ Home: _____

Email address: _____

The reason for this request is:

The period of time for this increased level of access is:

Printed Name of Top Elected Official: _____

Signature/Title: _____ Date _____

Printed Name of the Primary MOE Administrator: _____

Signature: _____ Date _____

Printed Name of the Co-MOE Administrator, if applicable: _____

Signature: _____ Date _____

By signature below, _____, acknowledges he/she has read and understands the Memorandum of Understanding for the use of the MOE system and agrees to abide by the terms and conditions contained therein.

Printed Name of additional Level 5 user: _____

Signature: _____ Date _____

Addendum A, Disclosure of Political Activity: ___ Attached or ___ Not Applicable