

STATE or COUNTY _____ PARTY
(circle one)
AGREEMENT REGARDING MARICOPA COUNTY RECORDER
VOTER REGISTRATION SUPPORT TO THE

This Agreement formally establishes the support which the Maricopa County Recorder agrees to provide to the Political Party officially recognized pursuant to A.R.S. § 16-801 et seq.

This Agreement is created under the specific authority granted to the Recorder and the chairmen of the State and Maricopa County Committees of officially recognized political parties pursuant to A.R.S. § 16-168.

This Agreement shall remain in effect until **FEBRUARY 2023**, or until such time as it may be canceled, in writing, by either party or amended, in writing, pursuant to the terms of this Agreement or by agreement of the parties.

For the purpose of this Agreement, the Maricopa County Recorder is referred to herein as "Recorder"; the Political Party is "Political Party"; the County and State Chairmen of the Political Party are referred to as "Chairman".

I. REPORTS

The following reports ("Voter Data") will be made available to the Chairman by the Recorder on the dates and in the format indicated below. The file layout for each report will be provided to the Chairman:

1. "Voter file" (VM34) is a comma delimited ASCII text file of the official registration record kept by the Recorder pertaining to all qualified electors in Maricopa County registered as of the date shown on the file. *(Provided in full each Quarter and Monthly updates)*
2. "Walking List" (VM13) is an Adobe PDF file that contains a copy of the voter file in precinct residential address order. *(Provided Monthly)*
3. "Precinct Committeemen Reports" (PC13) are fixed width text files that are lists of precinct committeemen by Legislative District. *(Provided Monthly)*
5. "Voter Registration Totals" (VM06) are provided as Adobe PDF files. *(Provided Monthly, Quarterly and Election Specific after each registration deadline)*
6. "Voted File" (VOTEDxxxx) is a comma delimited ASCII text file (with quote mark text qualifiers) containing records of all voters who voted or requested an early ballot (even if the ballot was not returned) or voted a provisional ballot (even if the ballot was not verified)

to be counted) for a **specific** election. (Provided for ALL Elections)

7. “Early Voting Request File” (EV32) is a comma delimited ASCII text file (with quote mark text qualifiers) containing records of all voters who **requested** an early ballot including those voters on the PEVL. *(Provided daily beginning 33 days prior to election day for ALL elections)*
8. “Early Voting Return File” (EV33) is a comma delimited ASCII text file (with quote mark text qualifiers) containing records of all voters who **returned** an early ballot. *(Provided daily beginning the first Monday after 27 days prior to election day for ALL elections)*
9. “Official Canvass” is a tab delimited ASCII text file of the official canvass for each countywide Primary and General election. In addition, Adobe PDF files will be provided for all supplemental reports that comprise the complete canvass (c.g. write-in vote reports, provisional ballot stats, early voting stats, etc.). *(Election Specific - Primary/General even numbered years)*

All Reports are provided on the Monday after the first weekend of each month unless otherwise specified.

All data files and reports will be provided in the specified format via the Virtual Private Network (VPN) connection.

All political parties have a “Voter Data Agreement” on file with our office. Should changes to the authorized agents be required, a new “Voter Data Agreement” must be completed and submitted to our office. No data will be provided free of charge to the Political Parties via paper or other mediums outside of this electronic VPN connection. Should a Political Party request data via a medium (e.g. paper, CD, DVD, etc.) that is outside of this established VPN connection, Maricopa County will treat such a request as a “standard” public records request and applicable fees may apply. All voter data provided by Maricopa County to the Political Party is subject to the rules and regulations as noted within the “**AGREEMENT GOVERNING USE AND DISSEMINATION OF VOTER DATA**” as attached. This agreement must be completed and on file with our office prior to distribution of any voter data.

II. ON-LINE ACCESS SERVICE

Access to the Maricopa County Recorder's Voter Registration System is extended to the Political Party under the terms set out in this Agreement for the purposes authorized by state law (A.R.S. § 16-168) and user regulations established by the Recorder. The undersigned Political Party Representative/Authorized User ("Authorized User") shall be responsible for assuring that any user of the system on behalf of the Political Party will be instructed on the terms of this agreement.

Access to certain display screens will be permitted for assisting in legitimate political party activities only.

No change or update capabilities are provided, and no attempts to make changes to the data or database are permitted.

Authorized Users will be provided identification codes and passwords, which will grant access only to the public information area of the Recorder's intranet. Only those screens accessible through this menu may be accessed and displayed.

User identification codes and passwords are confidential and are not to be revealed to anyone other than Authorized Users. It is the party's responsibility to operate and maintain a secure computing environment prior to accessing and while connected to the Recorder's VPN system. The parties agree to immediately notify the Recorder's Office if identification codes, passwords, or computer systems have been compromised.

The Recorder will not incur any liability for, including but not limited to, breach of security, delay or error.

Any attempts to obtain access to information other than that provided through the intranet public screens, or non-compliance with other terms of this Agreement, will result in revocation of the authorization provided in the Agreement.

III. GENERAL PROVISIONS

The parties also agree that:

All Voter Data provided pursuant to this Agreement is the property of the Maricopa County Recorder and is subject to control and supervision of the County Recorder.

Voter Data and information derived from voter registration records is subject to protections and restrictions. Unauthorized uses or access is subject to criminal prosecution pursuant to A.R.S. §16-168.

1. No Voter Data will be used, bought, sold or otherwise transferred for any purpose except for purposes relating to a political or political party activity, a political campaign or an election, for revising election district boundaries or for a purpose specifically authorized by law. The Political Party shall ensure that any use or dissemination of Voter Data provided pursuant to this Agreement incorporates the terms and conditions set forth in the attached Agreement Governing Use and Dissemination of Voter Data or similar agreement approved by the County Recorder.

2. No Voter Data or portion thereof will be distributed or posted nor otherwise accessed through the internet except as approved by the County Recorder. Any internet or electronic distribution or access shall incorporate auditable formats and methods as specified in the Arizona Secretary of State's Electronic Voting System Instructions and Procedures Manual.

3. The registration address, telephone number and voting precinct number of Address-Protected Voters (those for whom information has been sealed pursuant to A.R.S. §16-153) will not be distributed or disclosed, nor will access to such information be allowed or granted.

4. Voter Data will not be used for a commercial purpose as defined by A.R.S. § 39-121.03. Sale of Voter Data provided pursuant to this Agreement by the Political Party to a candidate, public officer, officer of the Political Party or a registered political committee does not constitute a commercial purpose.

This Agreement constitutes the only formal agreement regarding Voter Data or voter registration records between the Recorder and the Chairman and the Political Party, and any and all prior agreements have no further force and effect.

The Recorder may examine records pertaining to Political Party Voter Data procedures and transactions and may audit compliance with this Agreement during the term of this Agreement and for a period of three (3) years after its expiration. The Political Party shall furnish upon request of the Recorder evidence of eligibility of its Chairman and statutory recognition as required by A.R.S. §16-801 et seq.

This Agreement is subject to cancellation by the Recorder upon ten days notice to the Political Party, if the Recorder has reasonable cause to believe a violation of any of the terms and condition of this Agreement has occurred. Upon such cancellation for violation, the Political

Party agrees to comply with the Recorder's request, if made to the Political Party, for return or deletion of Voter Data provided pursuant to this Agreement.

Requests for additional information or reports must be submitted to the Recorder, in writing, by the Chairman.

This Agreement is limited to the purposes authorized in A.R.S. § 16-168 and A.R.S. § 39-121 et seq.

STEPHEN RICHER, County Recorder
Maricopa County Recorder's Office

_____, CHAIRMAN
____ State ____ County
____ Party

Date _____

Date _____

ATTACHMENTS:
AGREEMENT GOVERNING USE AND DISSEMINATION OF VOTER DATA
VOTER DATA AGREEMENT – ELECTRONIC DOWNLOAD

Revised 3/2/2017 kp

**AGREEMENT GOVERNING USE AND DISSEMINATION OF VOTER DATA
ADDENDUM TO AGREEMENT REGARDING MARICOPA COUNTY RECORDER
VOTER REGISTRATION SUPPORT TO POLITICAL PARTIES**

VOTER LISTS, REGISTERS AND FILES CONTAIN RESTRICTED DATA - RELEASE OR DISTRIBUTION IS RESTRICTED AND SUBJECT TO CRIMINAL PROSECUTION.

Voter registration files, lists or reports derived from the County's General Voter Register are subject to protections and restrictions by Arizona law. Release, distribution or use of this information is prohibited except by Maricopa County pursuant to A.R.S. §16-168 or pursuant to written authorization by the County Recorder. Release or distribution to, or use by, any one other than the original requester, or to any person or for any purpose not stated or disclosed in the original request, or use, sale or transfer of voter data for any commercial purpose, or for any purpose not authorized by A.R.S. §16-168, is prohibited as a class 6 felony.

I have read and understand the statutory restrictions and criminal penalties applicable to use of information derived from County voter registration records. I agree to the following terms and conditions in exchange for voter lists, registers or information derived from voter registration records ("Voter Data") from the Party. I agree that I will not allow access to Voter Data by, nor will I disseminate or allow dissemination or distribution of Voter Data to, any other person unless such person provides written acceptance and consent to these terms and conditions. I agree to hold the Party harmless for any unauthorized uses or noncompliance with the terms and conditions hereof:

1. No Voter Data will be used, bought, sold or otherwise transferred for any purpose except for purposes relating to a political or political party activity, a political campaign or an election, for revising election district boundaries or for a purpose specifically authorized by law.
2. No Voter Data or portion thereof will be distributed or posted nor otherwise accessed through the internet except as approved by the Maricopa County Recorder. Any internet or electronic distribution or access shall incorporate auditable formats and methods as specified in the Arizona Secretary of State's Electronic Voting System Instructions and Procedures Manual.
3. The registration address, telephone number and voting precinct number of Address-Protected Voters (those for whom information has been sealed pursuant to A.R.S. §16-153) will not be distributed or disclosed, nor will access to such information be allowed or granted.
4. Voter Data will not be used for a commercial purpose as defined by A.R.S. § 39-121.03. Sale of Voter Data provided pursuant to this Agreement by the Political Party to a candidate, public officer, officer of the Political Party or a registered political committee does not constitute a commercial purpose.
5. The Party may examine records of the procedures or transactions related to my use, possession or dissemination of Voter Data and to audit compliance with these terms and conditions.

6. My use and possession or dissemination of Voter Data is subject to cancellation by the Party upon ten days' notice to me if the Party has reasonable cause to believe a violation of any of these terms and conditions has occurred. Upon such cancellation for violation, I agree to comply with the Party's request for return or deletion of Voter Data provided by the Party.

7. Any person who obtains Voter Data for a commercial purpose without indicating the commercial purpose or who obtains Voter Data for a noncommercial purpose and uses or knowingly allows the uses of such records for a commercial purpose or who obtains Voter Data for a commercial purpose and uses or knowingly allows the use of such records for a different commercial purpose or who obtains these records from anyone other than the custodian of such records and uses them for a commercial purpose shall in addition to other penalties be liable to Maricopa County, from which the record was obtained, for damages **in the amount of three times the amount which would have been charged** for the record had the commercial purpose been stated plus costs and reasonable attorneys' fees or shall be liable to Maricopa County for the amount of **three times the actual damages** if it can be shown that the records would not have been provided had the commercial purpose of actual use been stated at the time of obtaining the records.

Dated this _____ day of _____, 2021.

Printed Name - CHAIRMAN

Signature - CHAIRMAN

Address

City, State, Zip

Telephone

Email Address

to be counted) for a specific election. (Provided for ALL Elections)

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STATE or COUNTY Republican PARTY
(circle one)
AGREEMENT REGARDING MARICOPA COUNTY RECORDER
VOTER REGISTRATION SUPPORT TO THE

This Agreement formally establishes the support which the Maricopa County Recorder agrees to provide to the Political Party officially recognized pursuant to A.R.S. § 16-801 et seq.

This Agreement is created under the specific authority granted to the Recorder and the chairmen of the State and Maricopa County Committees of officially recognized political parties pursuant to A.R.S. § 16-168.

This Agreement shall remain in effect until FEBRUARY 2023, or until such time as it may be canceled, in writing, by either party or amended, in writing, pursuant to the terms of this Agreement or by agreement of the parties.

For the purpose of this Agreement, the Maricopa County Recorder is referred to herein as "Recorder"; the Political Party is "Political Party"; the County and State Chairmen of the Political Party are referred to as "Chairman".

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Full file each month, No update
2. "Walking List" (VM13) is an Adobe PDF file that contains a copy of the voter file in precinct residential address order. *(Provided Monthly)*
3. "Precinct Committeemen Reports" (PC13) are fixed width text files that are lists of precinct committeemen by Legislative District. *(Provided Monthly)*
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II. ON-LINE ACCESS SERVICE

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Access to certain display screens will be permitted for assisting in legitimate political party activities only.

No change or update capabilities are provided, and no attempts to make changes to the data or database are permitted.

Authorized Users will be provided identification codes and passwords, which will grant access only to the public information area of the Recorder's intranet. Only those screens accessible through this menu may be accessed and displayed.

User identification codes and passwords are confidential and are not to be revealed to anyone other than Authorized Users. It is the party's responsibility to operate and maintain a secure computing environment prior to accessing and while connected to the Recorder's VPN system. The parties agree to immediately notify the Recorder's Office if identification codes, passwords, or computer systems have been compromised.

The Recorder will not incur any liability for, including but not limited to, breach of security, delay or error.

Any attempts to obtain access to information other than that provided through the intranet public screens, or non-compliance with other terms of this Agreement, will result in revocation of the authorization provided in the Agreement.

III. GENERAL PROVISIONS

The parties also agree that:

All Voter Data provided pursuant to this Agreement is the property of the Maricopa County Recorder and is subject to control and supervision of the County Recorder.

Voter Data and information derived from voter registration records is subject to protections and restrictions. Unauthorized uses or access is subject to criminal prosecution pursuant to A.R.S. §16-168.

1. No Voter Data will be used, bought, sold or otherwise transferred for any purpose except for purposes relating to a political or political party activity, a political campaign or an election, for revising election district boundaries or for a purpose specifically authorized by law. The Political Party shall ensure that any use or dissemination of Voter Data provided pursuant to this Agreement incorporates the terms and conditions set forth in the attached Agreement Governing Use and Dissemination of Voter Data or similar agreement approved by the County Recorder.
2. No Voter Data or portion thereof will be distributed or posted nor otherwise accessed through the internet except as approved by the County Recorder. Any internet or electronic distribution or access shall incorporate auditable formats and methods as specified in the Arizona Secretary of State's Electronic Voting System Instructions and Procedures Manual.
3. The registration address, telephone number and voting precinct number of Address-Protected Voters (those for whom information has been sealed pursuant to A.R.S. §16-153) will not be distributed or disclosed, nor will access to such information be allowed or granted.
4. Voter Data will not be used for a commercial purpose as defined by A.R.S. § 39-121.03. Sale of Voter Data provided pursuant to this Agreement by the Political Party to a candidate, public officer, officer of the Political Party or a registered political committee does not constitute a commercial purpose.

This Agreement constitutes the only formal agreement regarding Voter Data or voter registration records between the Recorder and the Chairman and the Political Party, and any and all prior agreements have no further force and effect.

The Recorder may examine records pertaining to Political Party Voter Data procedures and transactions and may audit compliance with this Agreement during the term of this Agreement and for a period of three (3) years after its expiration. The Political Party shall furnish upon request of the Recorder evidence of eligibility of its Chairman and statutory recognition as required by A.R.S. §16-801 et seq.

This Agreement is subject to cancellation by the Recorder upon ten days notice to the Political Party, if the Recorder has reasonable cause to believe a violation of any of the terms and condition of this Agreement has occurred. Upon such cancellation for violation, the Political

Party agrees to comply with the Recorder's request, if made to the Political Party, for return or deletion of Voter Data provided pursuant to this Agreement.

Requests for additional information or reports must be submitted to the Recorder, in writing, by the Chairman.

This Agreement is limited to the purposes authorized in A.R.S. § 16-168 and A.R.S. § 39-121 et seq.

STÉPHEN RICHER, County Recorder
Maricopa County Recorder's Office

Mickie J. Niland, CHAIRMAN
State County
Republican Party

Date 3/22/2021

Date 2/17/21

ATTACHMENTS:
AGREEMENT GOVERNING USE AND DISSEMINATION OF VOTER DATA
VOTER DATA AGREEMENT – ELECTRONIC DOWNLOAD

Revised 3/2/2017 kp

**AGREEMENT GOVERNING USE AND DISSEMINATION OF VOTER DATA
ADDENDUM TO AGREEMENT REGARDING MARICOPA COUNTY RECORDER
VOTER REGISTRATION SUPPORT TO POLITICAL PARTIES**

VOTER LISTS, REGISTERS AND FILES CONTAIN RESTRICTED DATA - RELEASE OR DISTRIBUTION IS RESTRICTED AND SUBJECT TO CRIMINAL PROSECUTION.

Voter registration files, lists or reports derived from the County's General Voter Register are subject to protections and restrictions by Arizona law. Release, distribution or use of this information is prohibited except by Maricopa County pursuant to A.R.S. §16-168 or pursuant to written authorization by the County Recorder. Release or distribution to, or use by, any one other than the original requester, or to any person or for any purpose not stated or disclosed in the original request, or use, sale or transfer of voter data for any commercial purpose, or for any purpose not authorized by A.R.S. §16-168, is prohibited as a class 6 felony.

I have read and understand the statutory restrictions and criminal penalties applicable to use of information derived from County voter registration records. I agree to the following terms and conditions in exchange for voter lists, registers or information derived from voter registration records ("Voter Data") from the Party. I agree that I will not allow access to Voter Data by, nor will I disseminate or allow dissemination or distribution of Voter Data to, any other person unless such person provides written acceptance and consent to these terms and conditions. I agree to hold the Party harmless for any unauthorized uses or noncompliance with the terms and conditions hereof:

1. No Voter Data will be used, bought, sold or otherwise transferred for any purpose except for purposes relating to a political or political party activity, a political campaign or an election, for revising election district boundaries or for a purpose specifically authorized by law.
2. No Voter Data or portion thereof will be distributed or posted nor otherwise accessed through the internet except as approved by the Maricopa County Recorder. Any internet or electronic distribution or access shall incorporate auditable formats and methods as specified in the Arizona Secretary of State's Electronic Voting System Instructions and Procedures Manual.
3. The registration address, telephone number and voting precinct number of Address-Protected Voters (those for whom information has been sealed pursuant to A.R.S. §16-153) will not be distributed or disclosed, nor will access to such information be allowed or granted.
4. Voter Data will not be used for a commercial purpose as defined by A.R.S. § 39-121.03. Sale of Voter Data provided pursuant to this Agreement by the Political Party to a candidate, public officer, officer of the Political Party or a registered political committee does not constitute a commercial purpose.
5. The Party may examine records of the procedures or transactions related to my use, possession or dissemination of Voter Data and to audit compliance with these terms and conditions.

6. My use and possession or dissemination of Voter Data is subject to cancellation by the Party upon ten days' notice to me if the Party has reasonable cause to believe a violation of any of these terms and conditions has occurred. Upon such cancellation for violation, I agree to comply with the Party's request for return or deletion of Voter Data provided by the Party.

7. Any person who obtains Voter Data for a commercial purpose without indicating the commercial purpose or who obtains Voter Data for a noncommercial purpose and uses or knowingly allows the uses of such records for a commercial purpose or who obtains Voter Data for a commercial purpose and uses or knowingly allows the use of such records for a different commercial purpose or who obtains these records from anyone other than the custodian of such records and uses them for a commercial purpose shall in addition to other penalties be liable to Maricopa County, from which the record was obtained, for damages **in the amount of three times the amount which would have been charged** for the record had the commercial purpose been stated plus costs and reasonable attorneys' fees or shall be liable to Maricopa County for the amount of **three times the actual damages** if it can be shown that the records would not have been provided had the commercial purpose of actual use been stated at the time of obtaining the records.

Dated this 17 day of February, 2021.

Mickie J. Niland
Printed Name - CHAIRMAN

2021 County



VOTER DATA AGREEMENT - ELECTRONIC DOWNLOAD

VOTER DATA PROVIDED TO : MARICOPA COUNTY / STATE OF AZ POLITICAL PARTY

VOTER LISTS, REGISTERS AND FILES CONTAIN RESTRICTED DATA - RELEASE OR DISTRIBUTION IS RESTRICTED AND SUBJECT TO CRIMINAL PROSECUTION.

Voter registration files, lists or reports derived from the County's General Voter Register are subject to protections and restrictions by Arizona law. Release, distribution or use of this information is prohibited except by Maricopa County pursuant to A.R.S. 16-168 or pursuant to written authorization by the County Recorder. Release or distribution to, or use by, any one other than the original requester, or to any person or for any purpose not stated or disclosed in the original request, or use, sale or transfer of voter data for any purpose not authorized by A.R.S. 16-168 is prohibited as a class 6 felony.

I understand the data received electronically directly from the Maricopa County Recorder/Elections Department may only be used in my capacity as the receiving agent of such data and further agree to the terms and conditions of this agreement.

Terms and Conditions: The data provided to the State / County Chairman may be distributed to candidates and political committees who make such public record request in accordance with the law. However, the requester shall sign and agree to the same terms and conditions of this agreement.

The data WILL NOT be used for a commercial purpose as defined by A.R.S. §39-121.03: *Commercial Purpose* is defined as: the use of a public record for the purpose of sale or resale or for the purpose of producing a document containing all or part of the copy, printout or photograph for sale or the obtaining of names and addresses from such public record for the purpose of solicitation or the sale of such names and addresses to another for the purpose of solicitation or for any purpose in which the purchaser can reasonably anticipate the receipt of monetary gain from the direct or indirect use of such public records."

The data WILL NOT be used, bought, sold or transferred for any purpose except those authorized by A.R.S. § 16-168, unless approved by the Maricopa County Recorder.

The data WILL be used ONLY for purposes relating to a political or political party activity, a political campaign or an election, for revising election district boundaries, or purposes specifically authorized by law.

I certify that all information provided is true and correct under penalty of perjury. I also agree that the data provided will not be transmitted or resold to any other person or entity without specific authorization from the County Recorder. I agree to delete all data acquired via this request from my databases and all other electronic media forms upon completion of the purpose or use for which this request is made. I agree not to hold Maricopa County liable for any inaccurate or incomplete information I may receive. (See disclaimer and penalties section.)

DISCLAIMER - INDEMNIFICATION

I understand and agree that Maricopa County does not guarantee the accuracy and hereby expressly disclaims any responsibility for the truth, lack of truth, or of any said data and information. I accept responsibility for unauthorized use of information in its actual or altered form.

Rest
11/13/2020
OK

requested
accuracy
or

A person who obtains public records for a commercial purpose without indicating the commercial purpose or noncommercial purpose and uses or knowingly allows the use of such public record for a commercial purpose or commercial purpose and uses or knowingly allows the use of such public record for a different commercial purpose, anyone other than the custodian of such records and uses them for a commercial purpose shall in addition to other penalties be liable to the state or the political subdivision from which the public record was obtained for damages in the amount of three times the actual damages which would have been charged for the public record had the commercial purpose been stated plus costs and reasonable attorneys' fees or shall be liable to the state or the political subdivision for the amount of three times the actual damages if it can be shown that the public record would not have been provided had the commercial purpose of actual use been stated at the time of obtaining the records.

(Please print and sign below)

State / County Chairman Name Mickie J Niland Signature

Authorized Agent of State / County Chairman Patrick O'Malley Signature

Date: 1/13/21

Email Address: _____