

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and among the Nevada Department of Motor Vehicles ("DMV"), by and through its current Director, Terri Albertson, the Mi Familia Vota Education Fund ("MFV"), the League of Women Voters of Nevada ("the League"), and Eleanor Newell (each a "Party", and collectively the "Parties").

### Recitals

WHEREAS the Secretary of State ("the Secretary") is the chief election official of the State of Nevada with the obligation to enforce the State's obligations under the National Voter Registration Act of 1993 ("NVRA") 52 U.S.C. §§ 20501, 20509; Nev. Rev. Stat. § 293.124;

WHEREAS the DMV is required by 52 U.S.C. § 20504 of the NVRA ("Section 5") to provide certain voter registration services to individuals who apply for, renew, or change addresses with respect to a motor vehicle driver license or state-issued, non-driver identification card;

WHEREAS in two letters, both dated March 7, 2016 (attached hereto as Exhibit A) Demos, and Project Vote, non-profit organizations focusing on increasing voter access, and the law firm of Armstrong Teasdale LLP, on behalf of MFV and Eleanor Newell and other persons and organizations similarly situated, and the American Civil Liberties Union of Nevada ("ACLU"), on behalf of the League and other organizations similarly situated, alleged that the DMV was failing to provide the voter registration services as required by Section 5 of the NVRA (MFV, Eleanor Newell, and the League are collectively referred to hereafter as "Advocates" and Demos, Project Vote, Armstrong Teasdale, and the ACLU are collectively referred to hereafter as "Advocates' Counsel");

WHEREAS representatives of the Governor of the State of Nevada ("Governor"), the DMV, and Secretary have met with Advocates and Advocates' Counsel and engaged in discussions regarding revisions to DMV forms and procedures;

WHEREAS the Governor, the DMV, the Advocates, and Advocates' Counsel share the goal of ensuring that all individuals receive the opportunity to register to vote in accordance with Section 5 of the NVRA and that the State of Nevada achieves full compliance with Section 5 of the NVRA;

WHEREAS Advocates and Advocates' Counsel do not represent that the "Immediate and Interim Measures" described in Part A of this MOU remedy all of the alleged Section 5 violations, but in recognition of the increased administrative demands of the November 2016 General Election, the Parties agree to allow these measures to remain in effect while the DMV is working to achieve accord with the Measures described in Part B of this MOU shortly thereafter ;

WHEREAS, the Advocates and Advocates' Counsel would like to commend the DMV for its commitment to NVRA compliance and its hard work on achieving the improvements outlined in this MOU;

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WHEREAS as a result of the good faith discussions and negotiations between Advocates, Advocates' Counsel, and the DMV, the Advocates, the Advocates' Counsel, and the DMV hereby agree to this MOU as an appropriate means of structuring NVRA compliance.

NOW, THEREFORE, the undersigned parties hereby agree as follows:

#### Definitions

"Clerk/Registrar" means Nevada County Clerk's offices and Nevada County Registrar's offices responsible for voter applications within a specific county.

"Covered Transaction" includes all applications, applications for renewal, and change of address transactions with respect to a Driver's License or Identification Card, submitted through the DMV, and encompasses both In-Person Transactions and Remote Transactions.

"Customer" or "DMV Customer" means any individual who interacts through the DMV with respect to a Covered Transaction.

"Disclaimers" means the language required by the NVRA at 52 U.S.C. § 20504(c) (2) (D) (i)-(iii) and 52 U.S.C. § 20507(a) (5).

"DMV Motor Voter Coordinator" means the DMV employee assigned responsibility by DMV for ensuring that each DMV Office adheres to the provisions of NAC 293.4106. The DMV Motor Voter Coordinator shall designate one employee in each of its offices to be responsible for providing oversight and direction, as necessary, to ensure that the voter registration agency is in compliance with the provisions of 52 U.S.C. § 20504.

"DMV Office" means any DMV location in the State of Nevada in which an individual may conduct an In-Person Covered Transaction.

"DMV Staff" means any and all DMV employees who interact with Customers or who are involved in Covered Transactions or in processing or transmitting voter registration applications or information to the Secretary of State or Clerk/Registrar.

"DMV Web" means the DMV websites where a Customer can currently conduct DL or ID renewals but not address changes. The DMV Web does not require the Customer to create a MyDMV account.

"Driver's License (DL)" means a motor vehicle driver's license issued by the DMV, as defined in Section 3(3) of the NVRA, 52 U.S.C. § 20502(3).

"Identification Card (ID)" means a personal identification card issued by the DMV, as defined in Section 3(3) of the NVRA, 52 U.S.C. § 20502(3).

"In-Person Transaction" means any Covered Transaction other than a Remote Transaction.

"Local Election Official" means all county clerks or registrars, all city clerks or registrars and/or all county election departments, including the officers, agents, employees, and representatives of the same.



“MyDMV Portal” means the DMV’s internet application in which a Customer creates an account and may currently conduct address changes and DL or ID renewals.

“Remote Transaction” means a Covered Transaction conducted by mail, MyDMV Portal, or the DMV Web.

“Voter Registration Application Number” is a series of numbers provided by the Secretary of State to identify a voter registration application and the agency that completed the voter registration application. Each DMV voter registration application will have a Voter Registration Application Number, which will be generated by the DMV computer application from the series of numbers provided by the Secretary of State and printed on the DMV voter registration application.

“Voter Registration Information” means information collected from a Customer for the purpose of registering the Customer to vote, combined with the personal information of a Customer collected on any DL or ID application, renewal, or change of address form (including online) or contained in DMV files, including the Customer’s digitized signature, that is relevant to voter registration.

“2017 DMV Voter Registration Upgrade” or “Voter Registration Upgrade” means that system developed pursuant to Part B of this MOU whereby an electronic link may be established between the DMV’s computer system and the Secretary’s Online Voter Registration system that will allow electronic transfer of voter registration application data, including a signature, from the DMV to the Clerk/Registrar.

#### **PHASES OF DMV STRUCTURING NVRA COMPLIANCE**

The following are summaries of the phases and timelines that DMV will take in structuring compliance with the NVRA. Parts A and B of this document detail the specific actions DMV will take or has already taken to comply with the NVRA.

##### **“Phase I”**

Phase I was completed on September 26, 2016, and includes the use of the newly created, English-language versions of the forms used for Covered Transactions (Examples attached as Exhibit B). The forms are available in all DMV Offices throughout the State and will remain available for download from the DMV website.

The following are additional enhancements for Phase I, which have been implemented:

- I. DMV populates the Customer’s name, physical and mailing addresses, date and place of birth, the DL or ID number and the Voter Registration Application Number on the Voter Registration Application for all in-office and by-mail Covered Transactions.
- II. DMV added a direct link from the MyDMV Portal and DMV Web to the Secretary’s Online Voter Registration application (the “OVR”) to allow a Customer to register to vote directly with the Secretary.
- III. DMV provides the Customer with a receipt of voter registration, which includes the Customer’s Voter Registration Application Number and serves as proof that the Customer’s Voter Registration Information was entered and transmitted by DMV to the Clerk/Registrar.

**"Phase II (A)"**

Phase II (A) was completed on January 31, 2017. The following provides an overview of the steps in Phase II (A):

- I. The newly created forms (Examples attached as Exhibit B) are available in English and Spanish throughout the State, and in English, Spanish, and Tagalog in Clark County. The forms are also available for download from the DMV website.

**"Phase II (B)"**

Phase II (B) will be completed on or before May 1, 2017. The following provides an overview of the steps in Phase II (B):

- I. MyDMV Portal will be updated to include questions mirroring those included on the paper forms (see Exhibit B). These questions will be in English, Spanish and Tagalog.
- II. MyDMV Portal will generate a receipt for the Customer to review prior to submitting. The receipt will be similar to the receipt generated during an In-Person Covered Transaction.
- III. Contingent upon cooperation from the Secretary, the DMV will electronically transmit Voter Registration Information and signatures via the already established OVR system

**"Phase III"**

In conjunction with the DMV's already planned system modernization efforts, the DMV will attempt to communicate with all stakeholders as determined by the DMV, including but not limited to, the Secretary, the Clerk/Registrars, and Advocates and Advocates' Counsel as provided for in Part B, X(c) of this MOU. The estimated timeline for beginning Phase III is 2019/2020.

**Part A. IMMEDIATE AND INTERIM MEASURES**

The Parties agree to the following immediate measures to provide voter registration services in connection with all Covered Transactions.

**I. DMV Forms**

- a. DMV has created paper forms to simplify and streamline the process of voter registration during Covered Transactions. English-language versions of the paper forms are attached. (Examples attached as Exhibit B) and are available in all Nevada DMV Offices.
- b. The DMV's online systems for Covered Transactions, whether available through the DMV Web or MyDMV Portal shall continue to allow for a Customer to request a Voter Registration Application by mail until completion of Phase II (B). These online systems have been modified to include the Disclaimers and a link to the Secretary's Online Voter Registration website, as described in Sections IV.b.i.3 and IV.b.ii.2 of Part A of this MOU.



The DMV has removed any language on DMV Web or MyDMV Portal that otherwise directs individuals to contact their local Clerk/Registrar to register to vote.

- c. Forms may be revised by DMV as needed in accordance with the NVRA and applicable state law.
- d. Additional languages that may be forthcoming by the Director of the Census Bureau will be added as necessary.

## **II. Signage**

No later than 7 days after the execution date of this MOU, signs regarding the availability of voter registration at the DMV shall be placed in a conspicuous position in each DMV Office indicating that a person may register to vote in that office, in accordance with NAC 293.410. The signs shall advise Customers that they may register to vote and assistance is available at the DMV. The signs shall be posted in English and Spanish in all DMV Offices throughout the State, and in English, Spanish and Tagalog in Clark County.

## **III. Personnel**

The DMV will maintain designated employees as set forth in NAC 293.4105 and has provided a current list of all titles and classifications of the designated employees to the Secretary of State. The DMV has also designated a DMV Motor Voter Coordinator to oversee and monitor Nevada DMV's compliance with the NVRA. The DMV Motor Voter Coordinator's responsibilities will include:

- a. maintaining an up-to-date list of DMV designated employees;
- b. coordinating and overseeing compliance with the requirements of Section 5 of the NVRA and the provisions of this MOU, including regular communication with the Secretary's Section 5 NVRA Coordinator and the Local NVRA Coordinators to ensure that the DMV fully complies with the requirements of Section 5 and the provisions of this MOU;
- c. ensuring that DMV Offices conduct NVRA education and training programs as agreed upon in Part A, V. and Part B, VIII of this MOU.

## **IV. Procedures**

The procedures described in this section became effective on September 26, 2016, and shall remain in effect until or unless superseded by the new procedures described and developed under Part B of this MOU.

### **a. In-Person Procedures**

- i. Application and Renewal Transactions. When a Customer appears in person at a DMV Office to apply for or renew a DL or ID, the Customer shall be provided an Application for Driving Privileges or ID Card or Application for Commercial Driving Privileges (Examples attached as Exhibit B). The DMV Staff shall review the completed application and may, consistent with training, point out the voter registration questions to the Customer. If the completed form shows

the Customer's intent to register to vote or update their voter registration information:

1. The DMV Staff shall review the Application for Driving Privileges or ID Card or the Application for Commercial Driving Privileges for completeness.
  2. In accordance with current DMV procedures, DMV Staff shall enter the Customer's information into the computer system and then provide the Customer with a receipt to confirm the accuracy of the information. The Customer Confirmation Receipt is for the Customer's retention (Example attached as Exhibit B). The DMV staff may, consistent with training, remind the Customer to keep the Confirmation Receipt. The Customer Confirmation Receipt will include language instructing the Customer to retain the document as proof of voter registration application submission.
  3. Once the Customer indicates that their information is correct, the DMV shall populate Box 3 of the Voter Registration Application with the Customer's name, physical and mailing addresses, date and place of birth, the DL or ID number and the Voter Registration Application Number.
  4. The DMV shall transmit the Voter Registration Application as required in Section IV(c) below.
- ii. Change of Address Transactions. A Customer appearing in person at a DMV Office for a DL or ID change of address transaction shall be provided with an Application for Driving Privileges or ID Card or Application for Commercial Driving Privileges (Examples attached as Exhibit B). The DMV Staff shall review the completed application and may point out the voter registration questions to the Customer.
1. If the completed form shows the Customer's intent to register to vote, or the form indicates the Customer was registered but has moved to a new county, the DMV Staff will follow the procedures described in Section IV (a)(i) (1-4) above.
  2. If a Customer reporting a change of address, either as part of a renewal transaction or change of address transaction, was previously registered to vote in the same county and has not checked the box on the Application for Driving Privileges or ID Card or Application for Commercial Driving Privileges to indicate that the address change should not be updated for voter registration purposes, the DMV shall transmit the Customer's new address to the Clerk/Registrar of the county in which the Customer currently resides as described in section IV(d) below. The DMV shall provide the Customer with a voter registration receipt comparable to that provided during an In-Person Covered Transaction.



**b. Remote Transactions**

**i. Renewals**

1. Renewals by mail. All DL or ID card holders who are eligible to renew their DL or ID by mail shall receive the Driver's License Renewal-Application or Identification Card Renewal Application (Example attached as Exhibit B) with their name and DL or ID number preprinted on the Voter Registration Application.
2. When the Customer returns the Driver's License Renewal Application or Identification Card Renewal Application to the DMV, the DMV shall populate the remaining required information in Box #3 of the Voter Registration Application as described in Section IV(a)(1)(3) above. The DMV shall transmit the Voter Registration Application as required in Section IV(c) below.
3. Online renewals. When a Customer conducts a DL or ID card renewal transaction online, whether through the DMV Web or MyDMV Portal, the Customer shall be provided the opportunity to register to vote.
  - a. The DMV Web or MyDMV Portal shall include a question asking the Customer if they would like to register to vote or update an existing voter registration record.
  - b. When a Customer indicates they want to register to vote or update an existing voter registration record, the Customer shall have the option of completing the Voter Registration Application provided with the Driver's License Renewal-Application or Identification Card Renewal Application or following a link to the Nevada Secretary of State's Online Voter Registration website.
  - c. If the Customer chooses to return the completed Voter Registration Application, the DMV shall populate Box 3 with the remaining required information. The DMV shall forward the application to the corresponding Clerk/Registrar in accordance with NVRA and NRS 293.524 and section IV(c) below.

**ii. Change of Address**

1. Change of Address by Mail. DMV Customers reporting a DL or ID change of address by mail may use the Change of Address Notification by Mail form (Example attached as Exhibit B) which shall be available for download on the DMV's website and in any physical locations in which such forms are generally available.
  - a. If the Customer returns a Voter Registration Application via mail with their change of address form, the DMV shall populate Box 3 of the voter registration application with the Customer's

- name, physical and mailing addresses, date and place of birth, the DL or ID number and the voter registration application number. The DMV shall forward the application to the corresponding Clerk/Registrar in accordance with the NVRA, NRS 293.524 and section IV(c) below. The DMV shall provide the Customer with a Customer Confirmation Receipt comparable to that provided during In-Person Covered Transactions.
- b. For Customers who were previously registered and have moved to a new address within the same county and have not indicated that the change does not apply for voter registration purposes, the DMV shall transmit the Customer's new address to the Clerk/Registrar of the relevant county in accordance with the NVRA and section IV(d) below .
2. Online Change of Address. When a Customer updates his or her DL or ID address online, through the MyDMV Portal, the Customer will be provided the opportunity to register to vote or update his or her voter registration record, per the following procedures:
- a. Effective September 26, 2016 (Phase I):
- i. During Phase I, the MyDMV Portal shall contain (i) a YES or NO dropdown allowing a Customer submitting a change of address within the same county to indicate the change of address is for voter registration purposes or is not for voter registration purposes; and (ii) a YES or NO dropdown allowing a Customer who has moved to a new county to register to vote in that new county or to register to vote for the first time.
- ii. When a Customer has moved to a new address within the same county and has not indicated that the change does not apply to their voter registration record, the DMV shall transmit the change of address to the Clerk/Registrar of the county in which the Customer resides according to IV(d) below.
- b. When a Customer indicates that they want to register to vote or have moved to a new county and want to register in the new county, prior to completing the transaction, the Customer shall have the option of receiving a Voter Registration Application in the mail or following a link to the Secretary of State's Online Voter Registration website.
- c. MyDMV Portal Customers who request a voter registration application by mail, will receive a Nevada Secretary of State Voter Registration Application. Once completed by the Customer, they can either return the application to the DMV or the appropriate Clerk/Registrar. If returned to the DMV, the DMV shall forward the



application to the corresponding Clerk/Registrar in accordance with NVRA and NRS 293.524 and section IV(c) below. The DMV shall provide the Customer with a voter registration receipt comparable to that provided during In-Person Covered Transactions.

**c. DMV Voter Registration Application Transmittal to Counties**

- i. Effective September 26, 2016 (Phase I):
  1. The DMV shall provide to the appropriate Clerk/Registrar, in paper form, all Voter Registration Applications no later than the deadline set forth in NRS 293.524, which complies with the provisions of Section 5(e) of the NVRA, 52 U.S.C. § 20504(e).
  2. The DMV shall provide the appropriate Clerk/Registrar all Voter Registration Applications returned by Customers without regard to their completeness.

**d. DMV Change of Address Transmittal to Counties**

- i. No later than the deadline set forth in NRS 293.524, which complies with the provisions of Section 5(e) of the NVRA, 52 U.S.C. § 20504(e), the DMV shall transmit to the appropriate Clerk/Registrar all change of address information received from Customers who have moved within the same county and have not indicated that the change of address is not for voter registration purposes—whether received in person, or by mail and including those changes received in the course of a DL or ID renewal transaction—which have been received by the DMV since the last transmittal.
- ii. Voter Registration Applications received as part of the change of address process will be transmitted in accordance with Section VI.c above.

**V. Training**

The DMV will continue to provide the necessary training and support to all staff who are involved in Covered Transactions in accordance with NAC 293.4105. All new employees involved in Covered Transactions will receive training on the voter registration procedures prior to the employee's first unsupervised Customer interaction. All employees involved in Covered Transactions will receive refresher training on the voter registration process in accordance with NAC 293.4105.

**VI. Oversight and Monitoring**

**DMV Data Collection and Reporting:**

1. The DMV will continue to provide a voter registration transmittal report to the appropriate Clerk/Registrar by the deadline prescribed in NRS 293.524 and Section 5 of the NVRA, 52 U.S.C. § 20504(e). Such transmittal report shall include, at a minimum, the number of voter registration applications and changes of address transmitted to the Clerk/Registrar.

2. DMV has provided to Advocates' Counsel its FY 2016 report on DL/ID transactions, which includes data on DL/ID original issuance, renewals, duplicates, and changes of address by office, portal, and web.

## **VII. Complaints**

The DMV will work with the Secretary and make reasonable efforts to cooperate in any investigations and reconciling any complaints related to NVRA compliance that may be received.

### **Part B. PHASE II (B): FRAMEWORK FOR FUTURE IMPROVEMENTS**

#### **I. Establishment of Electronic Link to Secretary of State**

Contingent upon the Secretary implementing the necessary process to disseminate Voter Registration Data as prescribed in NRS 293.524 and section 5(e) of the NVRA, 52 U.S.C. § 20504(e), in Phase II (B) the DMV will develop and implement a system whereby an electronic link between the DMV's computer system and the Secretary's Online Voter Registration system will allow electronic transfer of Voter Registration Application data, including a signature, from the DMV to Local Election Officials and/or the Secretary. This Part describes the Parties' understanding of how that technology will be developed and implemented.

#### **II. Applications and Renewals**

Any DL/ID application or renewal form, whether paper or electronic, shall also serve as a Voter Registration Application and shall not require an applicant to provide duplicative information, except as permitted by 52 U.S.C. § 20504(c)(2)(A). Any such form shall also include the Disclaimers as required by 52 U.S.C. § 20504(c).

#### **III. Address Changes**

- a. Subject to the explanation in Part B Section (III)(b) below, any change of address associated with a Covered Transaction (renewal application or change of address), whether submitted in person or online using the MyDMV portal, shall also serve as notification of a change of address for voter registration purposes, unless the Customer opts-out by checking a box indicating that the change is not for voter registration purposes. Customers shall not be required to check "yes" or otherwise affirmatively indicate that the change is for voter registration purposes. During Phase II (B), the DMV will update the MyDMV Portal to add questions necessary to implement Section 5 of the NVRA, 52 U.S.C. § 20504, and this MOU (Attached as Exhibit C).
- b. The DMV acknowledges that currently, the Secretary requires Customers to re-register to vote if they move to a new county. The DMV understands that the Secretary is working to change this practice in order to comply with the NVRA and the DMV will work in good faith with the Secretary as necessary to achieve this change. Once the Secretary changes this practice, the DMV shall no longer inform Customers that they must re-register to vote if they moved to a new county and will transmit all data to the appropriate Clerk/Registrar as



required by the NVRA. Until the Secretary establishes this system the DMV will continue to inform Customers that they must re-register to vote if they moved to a new county.

- c. If the Secretary implements a process to disseminate all voter registration changes of address as described above in Section III(b), the DMV will update all forms and web services for Covered Transactions and remove all language referencing the need to submit a new Voter Registration Application when moving inter-county. The DMV shall, as soon as is practicable, and in cooperation with the Secretary, make the necessary changes to written material, the DMV computer system, the DMV Web and the MyDMV Portal and provide training to DMV Staff regarding this change.

#### **IV. Changes to MyDMV Portal**

By May 1, 2017, the DMV will make changes to the MyDMV Portal to include questions on the paper forms necessary to implement Section 5 of the NVRA, 52 U.S.C. § 20504, and this MOU. If the Secretary implements a process to transmit all voter registration changes of address as described in Section III(b) above, the language of the questions will be changed as per Section III(c) above.

#### **V. DMV Voter Registration Transmittals**

- a. Contingent upon establishment of the electronic link described in Part B, Section I above, the DMV shall provide in electronic form all Voter Registration Applications to the Clerk/Registrar or Secretary of State no later than the deadline set forth in NRS 293.524, which complies with the provisions of Section 5 (e) of the NVRA 52 U.S.C. § 20504(e).
- b. The DMV shall provide all Voter Registration Applications returned by Customers without regard to their completeness unless the applicant failed to sign the form.

#### **VI. DMV Change of Address Transmittals**

Contingent upon the establishment of the electronic link described in Part B, Section I above, and contingent upon the establishment of the changes made by the Secretary as described in Part B, Section III(b) above, the DMV shall transmit to the Secretary or the appropriate Clerk/Registrar no later than the deadline set forth in NRS 293.524, which complies with the provisions of Section 5 (e) of the NVRA 52 U.S.C. § 20504(e), all changes of address received from Customers in which the Customer has not indicated that the change of address is not for voter registration purposes. Such transmittal shall occur whether the change was received in person, or by mail. This Section includes those changes of address received in the course of a DL or ID renewal transaction that have been received by the DMV since the last transmittal.

**VII. Language Access**

No later than January 31, 2017 (Phase II (A)), all forms for Covered Transactions (both In-Person and Remote Transactions), will comply with the language access provisions of the Voting Rights Act, 52 U.S.C. § 10503. All Voter Registration Information—including, but not limited to, instructions, forms, signs, and oral assistance shall be available in the required languages (currently English and Spanish state-wide and English, Spanish and Tagalog in Clark County). DMV will work with its kiosk vendor to add language to the DL/ID renewal transaction page informing Customers in English, Spanish and Tagalog that they can receive assistance from the DMV in completing their Voter Registration Application.

**VIII. Mandatory Training**

Every DMV employee involved in Covered Transactions will be trained on the new procedures as in accordance with NAC 293.4105 and as outlined in this MOU. All new employees involved in Covered Transactions will receive training on the voter registration procedures prior to the employee's first unsupervised Customer interaction. All employees involved in Covered Transactions will receive refresher training on the voter registration process in accordance with NAC 293.4105 as outlined in this MOU.

**IX. Integration with Full DMV modernization**

This MOU is entered into with the understanding that the specifics of the DMV's System Modernization Project (Phase III) and DMV voter registration upgrades are as yet unknown, and certain procedural steps may need to be adjusted accordingly, but all procedures put in place for such systems shall be in full compliance with the NVRA and the Voting Rights Act. Phase III is estimated to be completed by 2020.

**X. Process and Timelines for Technological and Procedural Improvements**

- a. Phase II (A) was completed on January 31, 2017. Phase II (B) is estimated to be completed on or before May 1, 2017. The DMV agrees to use its best efforts and to work in good faith with the Secretary to meet this deadline. If it is determined that the implementation date of May 1, 2017, cannot be met, the DMV shall, as soon as is practicable, inform Advocates' Counsel and the Secretary of this fact in writing along with a brief explanation for the delay. The Parties will then work together in good faith to establish a new deadline to be memorialized in writing.
- b. Beginning December 1, 2016, the DMV shall provide Advocates' Counsel with bi-weekly updates on the status of the development and implementation of the voter registration upgrade and continuing until Phase II is implemented statewide.
- c. The DMV, for the purposes of feedback and when practicable, will provide the Advocates' Counsel an opportunity to review any new forms or public facing web pages. Advocates' Counsel's review shall not interfere or impede the DMV's implementation or timelines. DMV agrees to consider in good faith any reasonable comments or edits provided by the Advocates' Counsel.



**XI. Oversight and Monitoring:**

- a. Transaction data: The DMV represents that it currently tracks data on the number of Covered Transactions (the number of DL/ID original issuance, renewals, duplicates, and change of address) by DMV Office, MyDMV portal, and DMV web and that such data is currently compiled annually. Such data collection shall continue through the term of this MOU. Upon request, the DMV will compile and provide to the Secretary a report that includes the number of Covered Transactions by DMV Office, MyDMV Portal, and DMV web.

The report described in this subsection will also be made available to Advocates' Counsel upon request, within 10 days of receipt of that request.

- b. Voter Registration Data. As part of the Phase II (A) development described herein, DMV will include a query function to generate reports showing, by designated date range, the total number of voter registration applications transmitted electronically by the DMV to the Secretary or the appropriate Clerk/Registrar. These reports will show the number of voter registrations by source (in-office, mail and portal), by county and by office, and by type of registration - new registration (initial application/renewal) or updated registration as a result of a change of address. Once DMV's work on Phase II (B) is completed, these reports shall be made available upon request to the Secretary and, during the duration of this Agreement, to Plaintiffs' Counsel.
- c. Data Analysis. Throughout the term of this MOU, the DMV Motor Voter Coordinator, will cooperate with the Secretary to analyze any reports produced under this MOU as necessary to address any potential discrepancies that may be identified, such as dramatic drops in the number of registrations at an office from month-to-month.

**XII. Binding Effect**

- a. The terms of this MOU shall be binding on all Parties. Upon signature, Advocates release and waive any and all claims against the DMV regarding the voter registration activities of DMV that have been asserted or could have been asserted up until the date of execution of this MOU that are based on Section 5 of the NVRA. Nothing in this MOU will prevent Advocates' Counsel from taking action to enforce compliance with the NVRA if future NVRA violations occur; or if the DMV does not act in good faith to take the steps as required in this MOU to become NVRA compliant.
- b. Before pursuing any legal remedies, Parties must pursue best efforts to resolve any disputes without judicial intervention. If any Party believes that another Party is in breach of this MOU, or any other dispute arises under the terms of this MOU, either Party shall, within 30 days of the Party becoming aware of any asserted breach or dispute, notify the other Party in writing of the asserted breach or dispute. The Parties will work cooperatively and make the best efforts to promptly remedy the asserted breach or dispute without judicial

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intervention. If reasonable good faith efforts, including mediation, to resolve the asserted breach or dispute fail, the Parties may pursue any and all legal remedies available.

**XIII. Joint Negotiation and Drafting**

The parties hereto have participated jointly in the negotiation and drafting of this MOU with the assistance of counsel and other advisors and, in the event an ambiguity or question of intent or interpretation arises, this MOU shall be construed as jointly drafted by the parties hereto and thereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this MOU, or any other documents attached or referenced therein.

**XIV. Change in Law**

If due to any change in applicable law or regulations or the interpretation thereof by any court of law or other governing body having jurisdiction subsequent to the date of this MOU, performance of any provision of this MOU or any provision contemplated hereby shall become impracticable or impossible, or if any such change or interpretation obviates or changes any current NVRA requirement referenced in this MOU, DMV's obligation to perform under this MOU shall be suspended.

**XV. Costs:**

The parties mutually, affirmatively and expressly agree and acknowledge that they shall each bear their own attorneys' fees and costs arising from and associated with the negotiation and development of this MOU, as well as costs associated with any and all meetings, transactions and/or communications that are or were related in any way. This includes costs accrued by the parties independent of involvement of counsel, including but not limited to copy, postage and supply costs.

**XVI. Term**

This MOU shall become effective on the date of execution and shall remain in effect for two years from completion of Phase II(b).

  
Terr Albertson, Director, Nevada Department of Motor Vehicles

Date: 3-9-17

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Janice Brown, League of Women Voters of Nevada

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



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intervention. If reasonable good faith efforts, including mediation, to resolve the asserted breach or dispute fail, the Parties may pursue any and all legal remedies available.

**XIII. Joint Negotiation and Drafting**

The parties hereto have participated jointly in the negotiation and drafting of this MOU with the assistance of counsel and other advisors and, in the event an ambiguity or question of intent or interpretation arises, this MOU shall be construed as jointly drafted by the parties hereto and thereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this MOU, or any other documents attached or referenced therein.

**XIV. Change in Law**

If due to any change in applicable law or regulations or the interpretation thereof by any court of law or other governing body having jurisdiction subsequent to the date of this MOU, performance of any provision of this MOU or any provision contemplated hereby shall become impracticable or impossible, or if any such change or interpretation obviates or changes any current NVRA requirement referenced in this MOU, DMV's obligation to perform under this MOU shall be suspended.

**XV. Costs:**

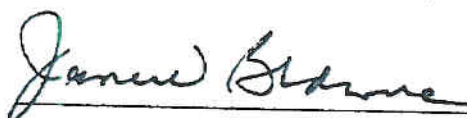
The parties mutually, affirmatively and expressly agree and acknowledge that they shall each bear their own attorneys' fees and costs arising from and associated with the negotiation and development of this MOU, as well as costs associated with any and all meetings, transactions and/or communications that are or were related in any way. This includes costs accrued by the parties independent of involvement of counsel, including but not limited to copy, postage and supply costs.

**XVI. Term**

This MOU shall become effective on the date of execution and shall remain in effect for two years from completion of Phase II(b).

\_\_\_\_\_  
Terri Albertson, Director, Nevada Department of Motor Vehicles

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



Janice Browne, League of Women Voters of Nevada

Date: Mar. 11, 2017

Execution copy



Date: 03/09/2017

Benjamin Monterroso, Executive Director, Mi Familia Vota Education Fund

Eleanor Newell

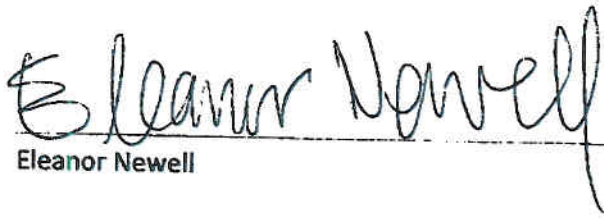
Date: \_\_\_\_\_



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\_\_\_\_\_  
Benjamin Monterroso, Executive Director, Mi Familia Vota Education Fund

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

  
\_\_\_\_\_  
Eleanor Newell

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

