

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between the Office of the Nevada Secretary of State ("the Secretary"), and 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 is the chief election official of the State of Nevada responsible for the execution and enforcement of the National Voter Registration Act of 1993 ("NVRA"), 52 U.S.C. §§ 20501, 20509; Nev. Rev. Stat. § 293.124, including the authority to prescribe voter registration forms for use by the county clerks, registrars and other county or local election officials who register voters in the state of Nevada (collectively "Local Election Officials");

WHEREAS Nevada's voter registration forms, processes and procedures are governed, in part, by the provisions of the NVRA;

WHEREAS the Nevada Department of Motor Vehicles ("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, Project Vote, and Armstrong Teasdale, on behalf of Mi Familia Vota Education Fund and Eleanor Newell and other persons and organizations similarly situated, and the ACLU of Nevada, on behalf of the League of Women Voters of Nevada and other organizations similarly situated, alleged that the DMV was failing to provide the voter registration services required by Section 5 of the NVRA (Mi Familia Vota Education Fund, Eleanor Newell, and the League of Women Voters of Nevada shall collectively be referred to hereafter as "Advocates" and Demos, Project Vote, Armstrong Teasdale, and ACLU of Nevada shall collectively be referred to hereafter as "Advocates' Counsel");

WHEREAS the Secretary, 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;

WHEREAS the DMV has executed a separate Memorandum of Understanding of even date herewith and attached hereto as Exhibit B (the "DMV MOU"), whereby the DMV has agreed to adopt forms and implement specified processes and procedures with the goal of achieving compliance with Section 5 of the NVRA;

WHEREAS the Secretary wishes to assist the DMV to meet its commitments under the DMV MOU, and provide such support to the DMV as may be necessary to coordinate and facilitate its interactions with Local Election Officials;

NOW, THEREFORE, the undersigned parties have reached an agreement as to the following issues and compliance objectives:

**Definitions:** This MOU hereby incorporates the "Definitions" section of the DMV MOU.

**1. Transmission of Voter Registration Applications**

- a. The Secretary will work with the DMV in good faith to assist with the development and implementation of a system whereby an electronic transmission connection will be established between the DMV's computer system and the Secretary's Online Voter Registration application (the "OVR"). Subject to the provisions of paragraph II below, the connection will:
  - i. allow the electronic transfer of voter registration application data, including a signature, from the DMV to Local Election Officials; and
  - ii. be implemented according to the schedule set forth in the DMV MOU, and once implemented, will comply with Section 5 of the NVRA, 52 U.S.C. § 20504.
- b. Until a transmission connection is established between the DMV's computer system and the OVR, the Secretary will work with the DMV to ensure that DMV customers have the ability to access the OVR by way of a link from the DMV's official web site.

- 2. Transmission of Registered Voter Changes of Address:** Once a connection is established between the DMV's computer system and the OVR, as described in paragraph 1 above, the Secretary will use best efforts to incorporate software or other technology that will automatically match a Nevada-registered voter's DMV change of address information and accompanying signature with that voter's registration data as it appears on the Secretary's Statewide Voter Registration List ("SVRL"). The resulting data file will be approved for use as a voter registration form and transmitted to the appropriate Local Election Official for use in registering the voter in any county in the state to which the voter has recently moved from another county within the state. In any event, the Secretary will ensure that, whether through technological means or otherwise, no later than June 30, 2017, all changes of address within Nevada provided to the DMV, whether within the same county or to a new county, will serve as a change of address for voter registration purposes unless the DMV customer indicates the change is not for voter registration purposes.
- 3. Paper Voter Registration Applications:** The Secretary has approved the new forms (DMV002, DMV022, CDL002, attached to the DMV MOU included here as Exhibit B), that went into use by the DMV on September 26, 2016. The Secretary will work with the DMV in the future to make all modifications necessary to these forms once there is implementation of the system described in paragraphs 1 and 2.

**4. Compliance Coordinator:**

The Secretary represents and warrants that she has designated a staff person ("Compliance Coordinator") whose duties include coordinating and promoting statewide compliance with the requirements of Section 5 of the NVRA. The Compliance Coordinator's responsibilities include, among others:

- a. Providing support and guidance (including technical expertise) to DMV, including the DMV NVRA Coordinator and Local NVRA Coordinators, to assist them in identifying what is required to implement and comply with Section 5 of the NVRA and state implementing law;
- b. Serving as a liaison between the Secretary of State, DMV, and Local Election Officials regarding NVRA compliance by the DMV and by DMV Local Offices;
- c. Prompt reporting of suspected or known problems of compliance with the requirements of Section 5 of the NVRA at particular DMV Local Offices to the DMV NVRA Coordinator and Local NVRA Coordinators for the affected offices;
- d. Consulting regularly with the DMV NVRA Coordinator regarding DMV Local Office compliance and any corrective action plans; and
- e. Assisting the DMV with the development of training materials for use at the DMV regarding the requirements of Section 5 of the NVRA and related Nevada law, and the procedures used by the DMV to comply with them.

In the event the Compliance Coordinator role becomes vacant, the Secretary will promptly designate an existing employee to fill the role temporarily until a permanent replacement can be hired, and the Secretary will as soon thereafter as is practicable hire a permanent replacement to fill the role of Compliance Coordinator.

**5. Training.**

- a. The Secretary represents and warrants that she has, through the Compliance Coordinator, assisted the DMV with the development of training materials for use at the DMV regarding the requirements of Section 5 of the NVRA and related Nevada law, and the procedures used by the DMV to comply with them. The training materials include instructions on the use of the new forms created pursuant to the DMV MOU and relevant registration deadlines for the upcoming general election.
- b. The Compliance Coordinator will continue to assist the DMV, as appropriate, to update and revise training materials for use by the DMV, and will provide election-related expertise, guidance and support to DMV related to the training process, including how to provide voter registration services in languages other than English.
- c. The Secretary will maintain the NVRA training materials and other NVRA support information online in a location accessible to the general public.

6. **Language Access.** The Secretary will continue to work in good faith with the DMV to ensure that all voter registration information from the DMV—including, but not limited to, instructions,

forms, signs, and oral assistance—comply with the language access provisions of the Voting Rights Act, 52 U.S.C. § 10503. Currently such information shall be available in English and Spanish state-wide and English, Spanish, and Tagalog in Clark County. The Secretary agrees that this paragraph shall be applied to any additional political subdivisions and languages that may be added through future coverage determinations issued by the Director of the Census

7. **Reporting**

- a. The Secretary represents and warrants that she has made and will continue to make biennial reports to the U.S. Election Assistance Commission in accordance with the NVRA and the regulations promulgated thereunder. Through the term of this MOU, the Secretary will provide a single copy of any such report to Advocates' Counsel upon written request, within 10 days of the requests, and at no charge.
- b. Beginning with the calendar quarter ending March 31, 2017, on a quarterly basis, the Secretary will request from the DMV and compile the following information:
  - i. the number of voter registration applications electronically transmitted by the DMV to the Secretary or appropriate Clerk/Recorder, broken down by source (in-office, mail, and portal), by county and by DMV Office, and by type of registration (new registration or updated registration as a result of a change of address);
  - ii. the number of Covered Transactions (the number of DL/ID original issuance, renewals, duplicates, and changes of address) broken down by DMV Office, MyDMV portal, and DMV web.
- c. The Secretary will post the information described in paragraph 7(b) on the Secretary's official web site for the calendar quarter ending March 31, 2017, and for each successive calendar quarter through the term of this MOU, with the last report to cover the entire quarter in which the last month of the term of this MOU falls. The information for any given calendar quarter shall be posted on or before the last day of the month next succeeding the end of that calendar quarter, and shall be organized in a format that is easily comprehensible and accessible to the general public. If for any reason the information is not timely posted as required by this paragraph, the Secretary will provide such data to Advocates' Counsel upon written request, within 10 days of the request, and at no charge. The Secretary will consider continuing posting this information on a quarterly basis on its web site after the term of the MOU ends.

8. **Review and Monitoring.** As information is compiled in accordance with paragraph 7 above, the Secretary, or a designated staff member, on a quarterly basis, will review the information by 1) comparing, for each county or DMV Office and statewide, the number of voter registration applications electronically transmitted by the DMV in the current quarter to the number of voter registration applications that were electronically transmitted by the DMV in previous quarters; and 2) using the data on Covered Transactions (new applications, renewals and change of address transactions) provided by the DMV, creating a ratio of the number of voter

registration applications electronically transmitted by each county or DMV Office and statewide to the number of Covered Transactions conducted by each county or DMV Office and statewide and then compare those ratios over time. The Secretary, or designated staff member, will note any significant deviations or discrepancies in the number of voter registrations transmitted from the DMV and the ratios of Covered Transactions to number of voter registrations by county or DMV Office from one quarter to the next, and will report such deviations or discrepancies, if any, to the DMV. At the request of the DMV, the Secretary will assist the DMV to investigate deviations, discrepancies or complaints related to voter registration processes and procedures as adopted and implemented by the DMV pursuant to the DMV MOU.

The first quarter that data is collected under this MOU is not likely to reflect a full three months because the relevant systems will still be in development. The comparison required by this paragraph of current quarters to previous quarters does not need to be done until Sept. 30, 2017.

9. **Binding Effect and Material Breach :**

- a. The terms of this MOU shall be binding on all Parties. Subject to the provisions of paragraph 17, Advocates release any and all claims against the Secretary regarding the State's voter registration activities that have been asserted up until the date of execution of this MOU that are based on Section 5 of the NVRA.
- b. Nothing in this MOU will prevent advocates' counsel from taking action to enforce compliance with the NVRA if future violations occur, or if the Secretary does not take the steps as required in this MOU to become NVRA compliant, or if the DMV does not take the steps are required in the DMV MOU to become NVRA compliant.
- c. If any Party believes that another Party is in breach of this MOU, or any other dispute arises under the 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 intervention. If reasonable good faith efforts to resolve the asserted breach or dispute fail, or a period of time exceeding 60 days from the date of notice of breach has passed without resolution, the Parties may pursue any and all legal remedies available.

10. **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, the Secretary's obligation to perform under this MOU shall be suspended.

Execution Copy

11. **Execution in Counterparts.** This MOU may be executed in two or more counterparts, each of which shall constitute an original instrument and all of which together shall constitute one and the same MOU.
12. **Term of MOU.** This MOU shall become effective on the date of execution and shall remain in effect for two years from the completion of Phase II(b), as defined in the DMV MOU and referenced herein ¶¶ 1 and 2.

Barbara K. Cegavske  
Barbara K. Cegavske, Secretary of the State of Nevada

Date: 3-9-17

\_\_\_\_\_  
Janice Browne, League of Women Voters of Nevada

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

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Benjamin Monterroso, Executive Director, Mi Familia Vota Education Fund

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

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

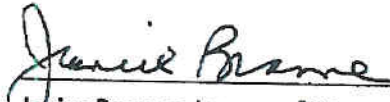
Date: \_\_\_\_\_

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Barbara K. Cegavske, Secretary of the State of Nevada

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

  
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Janice Browne, League of Women Voters of Nevada

Date: Mar. 11, 2017

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Benjamin Monterroso, Executive Director, MI Familia Vota Education Fund

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

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

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

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Janice Browne, League of Women Voters of Nevada

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



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Benjamin Monterroso, Executive Director, Mi Familia Vota Education Fund

Date: 03/09/2017

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Eleanor Newell

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

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Benjamin Monterroso, Executive Director, Mi Familia Vota Education Fund

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

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

Date: 3/13/17