



**BOARD OF SUPERVISORS AGENDA ITEM REPORT  
CONTRACTS / AWARDS / GRANTS**

Award  Contract  Grant

Requested Board Meeting Date: 2/6/2018

\* = Mandatory, information must be provided

or Procurement Director Award

**\*Contractor/Vendor Name/Grantor (DBA):**

Arizona Secretary of State

**\*Project Title/Description:**

AZSOS/ERIC Agreement

**\*Purpose:**

ERIC is a multistate partnership that uses a sophisticated and secure data-matching tool to improve the accuracy and efficiency of state voter registration systems. Through participation in ERIC Pima County will be able to compare official data on eligible voters to keep the voter rolls more complete and up to date. ERIC matches voters through voter registration records, MVD records, US Postal Service and Social Security death records. This matching will enable the Recorder to keep voter rolls more complete and up to date in accordance with the National Voter Registration Act (NVRA). The cost of this program is dependent on the number of states participating in the program and then split between the Secretary of State and Counties within Arizona. We don't anticipate the yearly costs to exceed \$7,500.

**\*Procurement Method:**

Agreement- Procurement Exempt - Intergovernmental Agreement

**\*Program Goals/Predicted Outcomes:**

Participation in ERIC will include mailings to eligible voters who are not yet registered, duplicate matching with other counties and other states, NCOA address changes via the US Postal Service and prompt notification of death records from Social Security. Many of these sources were previously unavailable to the Recorder or available in a very limited fashion.

**\*Public Benefit:**

The Pima County voter registration rolls will be better maintained and cleaner

**\*Metrics Available to Measure Performance:**

Participation in ERIC will enable the Recorder's office to have a better maintained, cleaner database.

**\*Retroactive:**

no

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*To: COB - 2-1-18  
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pgs. 44 (3)  
Addendum*

**Contract / Award Information**

Document Type: CT Department Code: RE Contract Number (i.e., 15-123): 18\*252

Effective Date: 2/6/18 Termination Date: 2/6/23 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$\* 35,000.00  Revenue Amount: \$ 0

\*Funding Source(s) required: Recorder's office general fund budget

Funding from General Fund?  Yes  No If Yes \$ 35,000.00 % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds?  Yes  No

\*Is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were insurance or indemnity clauses modified?  Yes  No

*If Yes, attach Risk's approval*

Vendor is using a Social Security Number?  Yes  No

*If Yes, attach the required form per Administrative Procedure 22-73.*

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

Expense or  Revenue  Increase  Decrease Amount This Amendment: \$ \_\_\_\_\_

Is there revenue included?  Yes  No If Yes \$ \_\_\_\_\_

\*Funding Source(s) required: \_\_\_\_\_

Funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**Grant/Amendment Information** (for grants acceptance and awards)  Award  Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_

Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_

Match Amount: \$ \_\_\_\_\_  Revenue Amount: \$ \_\_\_\_\_

\*All Funding Source(s) required: \_\_\_\_\_

\*Match funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Match funding from other sources?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Funding Source: \_\_\_\_\_

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? \_\_\_\_\_

Contact: Pamela Franklin

Department: Recorder Telephone: 520-724-4356

Department Director Signature/Date: [Signature] 2-1-18

Deputy County Administrator Signature/Date: \_\_\_\_\_

County Administrator Signature/Date: [Signature] 2/1/18  
*(Required for Board Agenda/Addendum Items)*

**Agreement**  
**between**  
**Pima County and the Office of the Secretary of State**  
**for**  
**Participation in the Electronic Registration Information Center (ERIC)**

This Agreement (“Agreement”) is entered into by and between Pima County, a body politic and corporate of the State of Arizona (“County”), on behalf of the Pima County Recorder (“County Recorder”) and the Office of the Secretary of State (“Secretary”).

**Recitals**

- A. County and Secretary may contract for services and enter into agreements with one another pursuant to A.R.S. § 11-201(A)(3).
- B. Secretary and County Recorder desire to jointly participate in the Electronic Registration Information Center (ERIC) in accordance with the ERIC Membership Implementation Plan, which is attached as Exhibit 1 and incorporated in full.

NOW, THEREFORE, County and Secretary, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

**Agreement**

1. **Purpose.** Secretary, on behalf of the County Recorders, became a member of ERIC, which is a multistate partnership that uses a sophisticated and secure data-matching tool to improve the accuracy and efficiency of state voter registration systems. Through participation in ERIC, Secretary and County Recorders can compare official data on eligible voters—such as voter and motor vehicle registrations, U.S. Postal Service addresses, and Social Security death records—to keep voter rolls more complete and up to date in accordance with their duties under the National Voter Registration Act of 1993 (“NVRA”). ERIC is owned, managed, and funded by participating states and was formed in 2012 with assistance from The Pew Charitable Trusts.
2. **Responsibilities of Secretary.**
  - a. Agree to ERIC’s Bylaws (including the ERIC Membership Agreement) which is attached as Exhibit 2.
  - b. Sign and return the ERIC Membership Agreement and pay the membership fee to allow Arizona’s participation to “go-live” by early 2018.

- c. Act as the technical point of contact for transfer of data to and from ERIC, ensuring that all anonymized data will be transmitted through a secure SFTP site provided by ERIC.
- d. Conduct an initial performance data pull to evaluate the effectiveness of the ERIC program over time.
- e. Pay the initial annual dues to ERIC on or about March 15, 2018. In future years, the annual dues must be paid within 90 days of the invoice.
- f. Provide a data pull from the statewide database and the MVD database to ERIC every 60 days.
- g. For the mailing referenced in Paragraph 3(a), request that ERIC supply a list of individuals who are eligible but not registered to vote (“EBUs”) to the State.
- h. Within 90 days after receiving the initial EBU list from ERIC in 2018, complete the initial EBU mailing no later than September 22, 2018 and send a written certification to ERIC no later than 10 days after that mailing deadline that the EBU mailing was timely completed. In future election cycles, confirm the County Recorders’ completion of subsequent EBU mailings by sending a written confirmation to ERIC no later than 10 days after the County Recorders’ mailing deadline that the EBU was timely completed.
- i. Send five types of list maintenance reports to County Recorder upon request, but at least once per year and according to the schedule jointly approved by all County Recorders.

**3. Responsibilities of County Recorder.**

- a. In future election cycles after 2018, County Recorders must design, print and mail a postcard to each EBU in their county before each federal general election and no later than 90 days after ERIC provides the EBU list to Secretary. For all EBU mailings, an EBU postcard must contain uniform content, written in both English and Spanish, jointly drafted by Secretary and all County Recorders, including a description of registration information and contact information for County Recorder.
- b. County Recorder must provide a written certification to Secretary that the EBU mailing in County was completed within the 90-day deadline.
- c. When County Recorder receives the list maintenance reports from Secretary, County Recorder shall:
  - i. For the In-State Movers Report and the Cross-State Movers Report, send a mailing to the voters on the list, within 90 days of Secretary receiving the list from ERIC, in accordance with the normal NVRA procedures pursuant to A.R.S. § 16-166(A) and track the results of the ERIC-generated mailings.

- ii. For the In-State Duplicate Report and the Deceased Report, work these records as soft-matches as identified in the Election Procedures Manual. No mailings are required for these reports.
  - iii. For the NCOA Report, send a mailing to voters on this list, which would constitute “Final Notices” under the NVRA pursuant to A.R.S. § 16-166(E), and change the voters’ status to “inactive” for voters that do not respond within 35 days of the mailing.
4. **Term.** This Agreement will be effective on the date it is fully executed by both parties and will continue for a period of five (5) years unless terminated as provided herein. This Agreement may be modified or extended at any time by mutual written consent of the parties.
5. **Manner of Funding.**
- a. **Annual Dues.** Arizona must pay annual dues for membership in ERIC. The amount of the annual dues for each state is set annually by the governing board of ERIC. Since Arizona is joining ERIC in the middle of fiscal year 2017-18, the initial membership dues will be prorated at \$18,028.84. The full year rate for membership in ERIC is expected not to exceed \$45,000 for Arizona’s membership.
  - b. The fifteen counties in Arizona will be responsible for reimbursing Secretary for the payment of the annual dues. The division of the annual dues between the counties will be based on the following formula:
    - i. 25% of ERIC annual dues will be allocated equally between the fifteen counties;
    - ii. 75% of ERIC annual dues will be allocated according to each county’s percentage of registered voters as of October 1st of the preceding year.

The amount due for each county will be promptly paid to the Secretary each year following the Secretary’s invoice to the county.

The County’s share of the annual dues is not expected to exceed \$7,500.00 per year.

- c. **Initial mailing of EBU postcards.** Secretary will pay 50% of the estimated cost for the initial 2018 EBU mailing using funds from an anticipated \$196,616 award of a PEW Charitable Trust Grant. County, in proportion to the number of EBUs identified in the county, would contribute to the payment of the other 50% of the cost for the mailing. Secretary reserves the right to cancel ERIC membership and terminate this Agreement in the event Secretary does not receive the full PEW Charitable Trust Grant in the amount of \$196,616.

- d. Future mailings to EBUs. County Recorders will be responsible for conducting the EBU mailing in future election cycles.
6. **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend, and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") for bodily injury of any person (including death) or property damage related to this Agreement, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers.
7. **Insurance.** All parties to this agreement are government entities. Neither entity is required to procure special insurance coverage for their obligations under this Agreement.
8. **Compliance with Laws.** The parties will comply with all federal, state and local laws, rules, regulations, standards, and Executive Orders.
9. **Non-Discrimination.** The parties will not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin in the course of carrying out their duties under this Agreement. The parties will comply with the provisions of Executive Order 75-5, as amended by Executive Order 2009-09, which is incorporated into this Agreement by reference.
10. **ADA.** The parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213), all applicable federal regulations under the Act, including 28 C.F.R. Parts 35 and 36, and any equivalent State accessibility requirements.
11. **Severability.** If any provision of this Agreement, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application.
12. **Conflict of Interest.** This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
13. **Non-Appropriation.** Notwithstanding any other provision in this Agreement, and in accordance with A.R.S. § 35-154, this Agreement may be terminated if for any reason the Pima County Board of Supervisors or the Secretary does not receive sufficient appropriated monies for the purpose of maintaining this Agreement. In the

event of such termination, the parties will have no further obligations under this Agreement other than for payment for services rendered prior to cancellation. No liability shall accrue to Secretary or any other agency of the State of Arizona in the event this provision is exercised, and neither Secretary nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph. Since unanimous county participation is a precondition for ERIC membership, such termination may trigger Secretary's withdrawal from the ERIC program.

- 14. Legal Authority.** If a court, at the request of a third person, should declare that either party lacks authority to enter into this Agreement, or any part of it, then the Agreement, or parts of it affected by such order, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
- 15. Worker's Compensation.** Each party will comply with the notice requirements of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its own employees.
- 16. No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement will be construed to, create any partnership, joint venture, or employment relationship between the parties or create any employer-employee relationship between a party and the employees of the other party. Neither party will be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- 17. No Third-Party Beneficiaries.** Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- 18. Notice.** Any notice required or permitted to be given under this Agreement must be in writing and served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

SOS ERIC AGREEMENT-Pima County

County:  
Honorable F. Ann Rodriguez  
Pima County Recorder  
240 North Stone Avenue  
Tucson, AZ 85701  
Phone: (520) 724-4356  
Fax: (520) 623-1785

Secretary:  
Honorable Michele Reagan  
Secretary of State  
1700 West Washington Street  
Floor 7  
Phoenix AZ 85007-2808  
Phone: (602) 542-4285

*With copies to:*  
County Administrator  
130 West Congress Street  
10th Floor  
Tucson, AZ 85701

Clerk of the Board  
130 West Congress  
5<sup>th</sup> Floor  
Tucson, AZ 85701

19. **Entire Agreement.** This document, any exhibits attached to it, constitute the entire agreement between the parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this Agreement. This Agreement may not be modified, amended, altered, or extended except through a written amendment signed by the parties.
20. **Records Retention.** Pursuant to A.R.S. §§ 35-214 and 35-215, the parties shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit at reasonable times. Upon request, the parties shall produce the original of any or all such records at the offices of the party.
21. **Anti-Boycott Warranty.** The parties warrant they are not engaged in a boycott of the State of Israel as defined by A.R.S. § 35-393.01.
22. **Compliance with Immigration Laws and E-Verify.** The parties warrant compliance with all Federal immigration laws and regulations relating to employees, and further warrant with compliance with E-Verify requirements pursuant to A.R.S. § 23-214(A). A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract, which may subject the breaching party to penalties up to and including termination of the Agreement.
23. **Choice of Law.** This Agreement shall be construed in accordance the laws of the State of Arizona.



24. **Dispute Resolution.** The parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.
  
25. **Termination.** This Agreement may be terminated by either party with 30 days written notice. Since unanimous county participation is a precondition for ERIC membership, such termination may trigger Secretary's withdrawal from the ERIC program.

**THIS AGREEMENT MAY BE SIGNED IN COUNTERPARTS**

IN WITNESS WHEREOF, the parties execute this Agreement:

PIMA COUNTY BOARD OF  
SUPERVISORS

OFFICE OF THE SECRETARY OF  
STATE

\_\_\_\_\_  
Richard Elías, Chairman

\_\_\_\_\_  
Michele Reagan, Secretary of State

\_\_\_\_\_  
Date

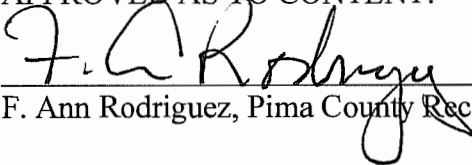
\_\_\_\_\_  
Date

ATTEST:

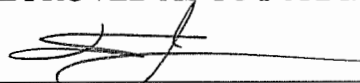
\_\_\_\_\_  
Julie Castañeda,  
Clerk of the Board of Supervisors

\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
F. Ann Rodriguez, Pima County Recorder

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Daniel Jurkowitz, Deputy County Attorney

# Exhibit 1

## FINAL ERIC Membership Implementation Plan

### Scope

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The Secretary of State and all 15 County Recorders have agreed to move forward with the terms of membership in ERIC, the Electronic Registration Information Center. ERIC membership will provide County Recorders with a unique information toolset to remain compliant with the accuracy, integrity, and voter outreach provisions embodied in the National Voter Registration Act of 1993.

Participation requires the Secretary of State to enter into a membership agreement with ERIC, which includes the responsibility to pay annual membership fees and comply with ERIC bylaws. This project plan describes how those financial and compliance obligations will be allocated between the Secretary of State and all 15 County Recorders. In conjunction with this project plan, the Secretary of State and County Recorders will execute agreements to formalize their collective participation in ERIC.

### Description of Work

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#### 1. Membership Agreement Date – *December 15, 2017*

- a. The State of Arizona was accepted into ERIC membership on December 15, 2017.
- b. The initial membership fee of \$25,000 was due at the time the Secretary of State signs the ERIC agreement. The Secretary of State will pay the initial fee to ERIC, which will be promptly reimbursed by Maricopa County.

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#### 2. Establish a technical point of contact with ERIC for data transfer

- a. The point of contact will be the Elections Technology Manager in the Secretary of State's office.

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#### 3. Data Testing

- a. Overview of how data is transmitted:
  - i. ERIC provides the Secretary of State a specific header format for the data transfers that will be provided to ERIC during the course of the agreement.
    1. Data will be supplied to ERIC in an XML-formatted ASCII text file.
  - ii. MVD and voter registration data is run through the ERIC-provided anonymization program, which applies a one-way cryptographic hash to the sensitive data fields: Date of Birth, Driver's License Number (DLN), and Social Security last 4 (SSN4).
    1. A cryptographic hash allows us to replace sensitive data with a "hash value," which makes it deliberately difficult for a third-party to know or reconstruct the sensitive data without knowing the stored hash value. Hashing data also ensures the integrity and authenticity of any transmitted data, since changes to the data are easily detectable.
  - iii. The resulting anonymized data is transmitted to ERIC through a secure file transfer protocol (SFTP) site provided by ERIC.

## FINAL ERIC Membership Implementation Plan

- b. These processes will be tested multiple times in a user acceptance testing environment (ERIC UAT) to ensure reliability and security before moving any data into the live environment (ERIC Production).
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### 4. Initial Performance Data Pull

- a. This is the benchmark data used to evaluate the effectiveness of the ERIC program over time. In particular, ERIC seeks to measure whether Arizona experiences a decrease in paper registrations and corresponding increase electronic (MVD online + MVD office) registrations.
  - b. Data must be provided to ERIC within 30 days of membership agreement execution, and then every 180 days thereafter.
    - i. ERIC will provide the Secretary of State a spreadsheet to collect the data. The spreadsheet will differ (and therefore the type of data collected will differ) depending on whether the Secretary of State is conducting an initial performance data pull or an ongoing performance data pull.
  - c. The following information must be reported, depending on the circumstances:
    - i. Number of new registrations by paper forms
    - ii. Number of new registrations by electronic means
    - iii. Number of updates by paper forms
    - iv. Number of updates by electronic means
    - v. Number of in-state movers who electronically updated their registration after receiving a mailing from the County Recorder
    - vi. Election statistics for the last Federal election
      - 1. Provisional Ballots Cast
      - 2. Provisional Ballots Counted
      - 3. Provisional Ballots Rejected
    - vii. Total number of EBUs contacted
    - viii. Total number of mailings sent out as a result of ERIC list maintenance reports
  - d. ERIC will provide further guidance on the data pull at the appropriate time.
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### 5. Certification Date – *Early 2018*

- a. This is the date that begins the clock for data transfer requirements to ERIC.
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### 6. Annual Dues – *first payment March 15, 2018*

- a. The state must pay annual dues<sup>1</sup> to maintain ERIC membership, which begins with a prorated payment of \$18,028.84 for the remainder of FY2018.
- b. FY2018 pro-rated annual dues must be paid to ERIC within 90 days of invoice (which is generated shortly after membership agreement execution).
  - i. Dues are calculated taking ERIC's total operating costs and dividing it in half: half the dues are distributed according to participating states' citizen voting age

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<sup>1</sup> This is different than the initial membership fee addressed in item 1 above. The initial membership fee is a one-time \$25,000 payment, whereas annual membership dues must be paid every year.

## FINAL ERIC Membership Implementation Plan

- population (CVAP), while the other half is divided by the number of participating states.
- c. In future years, annual dues also must be paid by within 90 days of invoice.
    - i. Annual dues are determined by the ERIC board of directors in spring of each year. Dues are influenced by how many member jurisdictions are included in the ERIC program at the time.
    - ii. ERIC's fiscal is July 1 to June 30. Since invoices will go out shortly after July 1st, the state's payment would be due on or after October 1st of each year.
    - iii. It is possible to (by-and-large) predict annual dues based on the formula outlined above. Arizona's annual dues should remain relatively constant if no additional member states join ERIC since the last dues payment. Thus, it will be possible to predict dues amounts in spring even though the ERIC board might not have met yet and invoices have not been generated.
    - iv. The Secretary of State also has the ability to request to pay "early dues," potentially allowing prior year funds to pay the forthcoming fiscal year dues (if allowed under state law).
  - d. The Secretary of State will pay the pro-rated FY2018 annual dues and each succeeding annual dues invoice by the applicable deadline. Thereafter, the Secretary of State will invoice each county for reimbursement of their share of annual dues. The division of the annual dues between the counties will be based on the following formula:
    - i. 25% of ERIC annual dues will be allocated equally between the fifteen counties; and
    - ii. 75% of ERIC annual dues will be allocated according to each county's percentage of registered voters as of October 1st of the preceding year.
  - e. As member states increasingly join ERIC (and no existing state leaves), annual dues payments should decrease over time.
- 

### 7. Initial VR/MVD Data Pull

- a. This data pull must be done within 60 days of the certification date under Section 5, and then every 60 days thereafter.
- b. The following data will need to be transmitted to ERIC:
  - i. Active and inactive non-secured registrants from the statewide voter registration database, including:
    1. All voter name fields
    2. Residential address
    3. Mailing address
    4. DLN/ID#
    5. Last 4 SSN
    6. Date of birth
    7. Status (active / inactive)
    8. Phone number
    9. Email address
    10. Dates that allow ERIC to calculate the last activity date (date of registration, effective date of change, and last voting date)
  - ii. MVD licensees and identification card holders, including:
    1. All Name fields

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2. Residential Address
  3. Mailing Address, if different then residential
  4. DLN/ID#
  5. Last 4 SSN
  6. Date of birth
  7. Unique identifier for each record (this is a number assigned by MVD which is different than the DLN/ID#)
  8. Dates that allow ERIC to calculate the last activity date (date of license issuance, date of license renewal, date of license update).
  9. Affirmation of citizenship documentation (MVD will only provide the Secretary of State licensee/card holders that have proved citizenship, thereby allowing the Secretary of State to report "Y" in the citizenship documentation column)
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### 8. Initial Mailing to Eligible But Unregistered (EBU) Recipients

- a. At the Secretary of State's request, ERIC will supply a list of EBUs to the Secretary of State via the established SFTP site.
  - i. The data received from ERIC will include the following:
    1. All name fields
    2. Residence address (in address line format, broken down by address components, in both in original and CASS certified formats)
    3. Residence county, if it can be derived through the CASS process (if the county cannot be derived through the CASS process, the Secretary of State will work with ERIC to obtain the requisite county information)
    4. Mailing address (in address line format, broken down by address components, in both in original and CASS certified formats)
    5. Identification of the "best" address (the address recommended for mailing: the CASS certified address, the mailing address, or the residence address)
    6. Phone and/or email (if provided)
    7. The MVD last activity date (this date should not play a role in whether to send a mailing)
    8. A "possibly deceased" flag if there is a match with the Social Security Death Master list (this flag does play a role in whether to send a mailing)
- b. The Secretary of State will be responsible for designing, printing and mailing a postcard notice to each EBU identified by ERIC.
  - i. EBU mailings must be performed in a timely manner:
    1. The Secretary of State will have 90 days (based on the date ERIC provided the EBU list to the Secretary of State) to complete the entire mailing. This ensures that the mailing is conducted while the data is fresh.
    2. For the 2017-2018 election cycle, all mailings will need to be completed no later than September 22, 2018. This ensures that an EBU mailing is completed at once during an election cycle and there is enough time (15 days) for recipients to register to vote ahead of the General Election registration deadline.

## FINAL ERIC Membership Implementation Plan

- a. The Secretary of State has the ability to request the EBU list earlier in the year if the County Recorders so request.
  - ii. An EBU postcard must contain at least:
    1. Uniform content jointly drafted the Secretary of State and County Recorders, including a description of registration methods.
    2. Contact information for the applicable County Recorder
    3. Any additional information recommended by ERIC based on EBU best practices from other states
  - iii. The State of Arizona will receive a \$196,616 PEW Grant to be used to offset the cost of printing and mailing the 2018 EBU postcards.
    1. Any additional costs to design, print and mail the postcard – beyond those costs covered by the PEW grant – would be shared by the 15 counties. The cost-sharing allocation among the 15 counties would be proportional to the number of EBUs in that county.
  - c. County Recorders will be responsible for printing and mailing the EBU mailing in future election cycles at county expense. The EBU postcards are still subject to the uniform design criteria outlined in Section 8(b)(ii).
    - i. County Recorders would inform the Secretary of State when the EBU list should be requested from ERIC.
    - ii. Future EBU lists will only include newly-identified EBUs since the last mailing; thus, Arizona should expect to see significant cost reductions in future years.
    - iii. County Recorders would timely complete the EBU mailing before each federal general election.
- 

### 9. Certified Response of EBU Notification

- a. No later than 10 days after the 90-day deadline to complete an EBU mailing, the Secretary of State must provide a written certification to the Executive Director of ERIC that the state timely sent the requisite number of EBU postcards
  - b. The contractual requirement is to contact at least 95% of the EBUs contained in the report.
  - c. In order for the Secretary of State to timely and accurately make this certification to ERIC in future years, each County Recorder must make the same certification to the Secretary of State ahead of the deadline.
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### 10. List Maintenance Reports – *frequency TBD*

- a. Upon request but at least once per year, ERIC will send the Secretary of State five types of list maintenance reports. All reports may be received at the same time or at staggered times.
  - i. States typically request these reports roughly every 60 days, but Arizona may request the reports with any desired frequency.
- b. Upon receipt, the Secretary of State will:
  - i. Sort the data by county for distribution;
  - ii. Upload the data for each County Recorder to a file share for each county to retrieve; and



## FINAL ERIC Membership Implementation Plan

- iii. Notify each county by email when the data is uploaded to the file share for retrieval.
- c. Each county will download their respective file, which will include the following reports:
  - i. In-State Movers Report
    1. This report identifies existing registrants that likely moved to another Arizona county (based on the existence of newer address information found in the voter's MVD record compared to their registration record)
    2. Mailings to voters on this list would follow the normal NVRA procedures pursuant to A.R.S. § 16-166(A) and the Election Procedures Manual.
      - a. If the voter does not respond to the Final Notice within 35 days, the County Recorder may change the voter's status to "inactive" and must include a status reason code of "NVRA - ERIC MAILING" in the statewide voter registration database.
        - i. The state is obligated to track the results of ERIC-generated mailings. Therefore a new status reason code will be created for the statewide voter registration database users: "NVRA - ERIC Mailing."
        - ii. Pima and Maricopa Counties will need to match this in their respective systems.
    3. County Recorders will have 90 days (based on the date ERIC provided the report to the Secretary of State) to complete their initial mailing.
  - ii. In-State Duplicates
    1. This report identifies duplicate voter registration records in different Arizona counties.
    2. No mailings are required and County Recorders are not required (under ERIC bylaws) to work these records within 90 days of receipt.
    3. County Records would work these records as soft-matches under the Elections Procedures Manual.
      - a. The Secretary of State would provide all counties the duplicate registration information. County Recorders that share a potential duplicate registration would work together to resolve the duplicate.
  - iii. Cross-state Movers Report
    1. This report identifies existing registrants that are also registered in another state and have a more recent last activity date (whether voter registration-based or MVD-based) in the other state.
    2. Mailings will be handled like those sent to In-State Movers.
    3. County Recorders will have 90 days (based on the date ERIC provided the report to the Secretary of State) to complete their initial mailing.
  - iv. Deceased Report
    1. This report identifies existing registrants who appear in the Social Security Death Master list and therefore are presumptively deceased.
    2. This list will be sent to County Recorders for manual review to ensure the ERIC data matches the registration record in the voter registration database.
    3. No mailings are required and County Recorders are not required (under ERIC bylaws) to work these records within 90 days of receipt.

## FINAL ERIC Membership Implementation Plan

4. County Records would work these records as soft-matches under the Elections Procedures Manual.
  - a. Upon determining a “true match,” the County Recorder may cancel the registrant’s record and must include a status reason code of “deceased - ERIC” in the statewide voter registration database.
    - i. The state is obligated to track the results of ERIC-generated data. Therefore a new status reason code will be created for the statewide voter registration database users: “deceased - ERIC.”
    - ii. Pima and Maricopa Counties will need to match this in their respective systems.
- v. NCOA Report
  1. This is the same NCOA report/information that County Recorders typically purchase from the USPS or a third-party vendor. NCOA data is free through ERIC.
  2. Mailings to voters on this list would constitute “Final Notices” under NVRA pursuant to A.R.S. § 16-166(E) and the Elections Procedures Manual.
    - a. If the voter does not respond within 35 days, the County Recorder may change the voter’s status to “inactive” and must include a status reason code of “NVRA - ERIC MAILING” in the statewide voter registration database.
      - i. The state is obligated to track the results of ERIC-generated mailings. Therefore a new status reason code will be created for the statewide voter registration database users: “NVRA - ERIC Mailing.”
      - ii. Pima and Maricopa Counties will need to match this in their respective systems.
  3. County Recorders will have 90 days (based on the date ERIC provided the report to the Secretary of State) to complete their mailing.
- d. The Secretary of State has the ability to request that reports contain cross-references to other reports. For example, the NCOA report may contain flags showing that the In-State Movers Report likewise shows that the voter has a new address in a different county.
- e. For any report that has a 90-day completion deadline (In-State Movers, Cross-State Movers, and NCOA), the Secretary of State must provide a written certification to the Executive Director of ERIC within 10 days thereafter that the state timely fulfilled its obligations.
  - i. The contractual requirement is to take action with respect to at least 95% of the registrants contained in the report.
  - ii. In order for the Secretary of State to timely and accurately make this certification to ERIC, each County Recorder must make the same certification to the Secretary of State ahead of the deadline.

## FINAL ERIC Membership Implementation Plan

### Summary of Major Milestones

| Implementation Milestones                            | # of Days to Execute  |
|--|---|
| Membership Agreement/Initial Membership Fee \$25,000 | December 15, 2017   |
| Establish Single Point of Contact for Data Transfer  | Must happen prior to Certification Date   |
| Data Testing   | This will be done in the window between membership and certification to prepare for certification                                 |
| Initial Performance Data Pull                        | 30 days from Membership Agreement Date  |
| Certification Date                                   | Our Choice  |
| Initial Dues   | Within 90 days from Membership Agreement Date   |
| Initial VR/MVD Data Pull                             | Within 60 days from Certification Date  |
| Conduct Initial Mailing to EBUs                      | Mailing conducted at least 15 days prior to books closed for GE2018. Assumes no later than 6/26/18 receipt of EBU data from ERIC. |
| Certified Response of EBU Notification               | Within 10 days after the 90-day mailing deadline to EBUs.   |
| Initial List Maintenance Mailing Sent                | At least once per year; our choice of date to request data. Must be done within 90 days after receiving data from ERIC            |
| Certified Response for List Maintenance Mailing      | Within 10 days after the 90-day deadline to send mailing or correct data based on list maintenance reports                        |

| Ongoing Milestones   | Minimal Required Frequency  |
|--|---|
| VR/MVD Data Pull   | Every 60 days after the initial data pull   |
| Performance Data Pull  | Every 180 days after the initial performance pull   |
| Mailing to EBUs  | Once per federal election cycle and within 90 days of the Secretary of State receiving EBU data from ERIC |
| Certified Response of EBU Notification                               | 10 days after the 90-day deadline to mail EBUs  |
| Annual Dues  | Annually  |
| List Maintenance Mailings Sent                                       | At least annually and within 90 days of the Secretary of State receiving list maintenance data from ERIC  |
| Certified Response for List Maintenance Mailings Sent/Data Corrected | 10 days after the 90-day deadline to mail EBUs  |

# Exhibit 2

Last updated on March 28, 2014; May 21, 2015; October 28, 2015; December 16, 2016

**ELECTRONIC REGISTRATION INFORMATION CENTER,  
INC.**

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**BYLAWS**

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# **ELECTRONIC REGISTRATION INFORMATION CENTER, INC.**

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## **BYLAWS**

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### **ARTICLE I**

#### **Offices**

**Section 1. Location.** The principal office of Electronic Registration Information Center, Inc. (the “Corporation”) shall be located within or without the State of Delaware, at such place as the Board of Directors shall from time to time designate. The Corporation may also maintain additional offices at such other places as the Board of Directors may from time to time designate. The Corporation shall have and maintain within the State of Delaware a registered office at such place as may be designated by the Board of Directors.

### **ARTICLE II**

#### **Members**

**Section 1. Members.** The members of the Corporation shall consist solely of state, local or territorial governmental units or the District of Columbia. Each member shall be represented by the chief election official or a chief election official’s designee to act on the member’s behalf for all purposes related to the Corporation, including service on the Board of Directors or as an Officer (the “Member Representative”). A chief election official may designate a new or replacement Member Representative at any time for any reason, at their discretion, upon written or electronic notice to the Board. If multiple local governmental units from a single state seek to be admitted, they shall appoint one representative from amongst them to serve as the Member’s Representative, until such time as their entire state joins, whereupon the state will replace the local governmental units as the member, and the state’s chief election official or their designee of that state shall be appointed as the Member’s Representative.

**Section 2. Admission of Members.** Any jurisdiction seeking membership shall apply to the Executive Director of ERIC. The Executive Director shall provide written notice to the Membership of ERIC’s intent to admit a new jurisdiction, and Members shall have five (5) business days to submit objections to the Executive Director in writing. If there are no objections, the new jurisdiction shall be automatically admitted to Membership effective upon execution of the membership agreement and payment of the Membership Fee as required by Article II, Section 4 of these Bylaws. If one or more Members object to the admission of the new jurisdiction, then the jurisdiction shall be admitted to Membership upon a majority vote of the entire membership, effective upon execution of the membership agreement and payment of the Membership Fee.

**Section 3. Membership Agreement.** Each member shall sign a membership agreement that sets forth the terms and conditions of membership in the Corporation, which is



attached as Exhibit A to these Bylaws. The membership agreement may be amended, modified, or substituted by a four-fifths vote of the entire membership.

**Section 4. Membership Fee.** Upon admission and execution of the membership agreement, each member shall pay a one-time membership fee of \$25,000 to the Corporation. When local governmental units are admitted, and in the event that other local governmental units from the same state or the state as a whole are admitted subsequently, no further membership fee shall be required for that state. With respect to individual members, the schedule for payment of the membership fee may be modified by a majority vote of the Board.

**Section 5. Dues.** Each member shall pay annual membership dues. Each year, the membership shall approve the annual dues (the "Dues Schedule"), which shall form the basis of the Corporation's budget to be set annually by the Board. The Dues Schedule may be amended, modified, or substituted by a majority vote of the membership, however, the schedule for payment of dues by individual members may be modified by a majority vote of the Board. The Executive Director shall set the schedule for payment of membership dues in accordance with section 1 of the Membership Agreement. Any member of the Corporation who is delinquent in the payment of dues shall be notified of the delinquency and suspended from certain privileges of membership as provided for in the membership agreement. If dues are ninety (90) days delinquent, the delinquent member shall forfeit all rights and privileges of membership and be automatically removed from membership. No dues will be refunded after payment, absent an overpayment or other payment error.

**Section 6. Term of Membership; Good Standing.** Members shall remain members provided they remain in good standing with the Corporation. Each member shall remain in good standing by complying with all of the terms and conditions of the membership agreement and paying annual dues on a timely basis, as described in Section 5 of this Article. A member that is out of compliance with the requirements for good standing may be subject to removal, including automatic removal, as set forth in Section 8 of this Article.

**Section 7. Resignation.** A member may resign by mailing or delivering written notice to the Secretary of the Corporation. A member must provide a minimum of 91 days notice before their resignation is effective, provided however, that any notice of resignation that would otherwise become effective during the 91 days preceding a federal general election will not be effective until the first business day following the federal general election. Any paid dues will not be refunded, and a member shall be responsible and liable for any dues assessed prior to notice being received. However, if a member who has resigned reapplies for membership in the same fiscal year, dues previously paid will be credited to their membership dues for that fiscal year. If the sole reason for member's resignation is a material breach by ERIC of the membership agreement, member may not issue a notice of resignation in accordance with this section unless a) it has provided written notice to ERIC of the alleged breach; and b) within thirty (30) days (or such other time specified in the membership agreement) of receiving such notice from member, ERIC is unable to cure the breach or determines the breach cannot be cured.

**Section 8. Removal.**

**(a) Automatic Removal:** A member shall be automatically removed from membership for failure to comply with the “automatic removal” provisions as set forth in the membership agreement. Such automatic removal shall be effective upon notice by the Chair and/or Executive Director to the non-compliant member.

**(b) Other Grounds for Removal:** Any member may be removed at any time, with or without cause, by a three-fourths vote of the entire membership. The membership may vote to remove a member solely for a breach of the provisions of the membership agreement (with the exception of those provisions that trigger automatic removal) only if the breach cannot be cured or, if curable, is not cured by the member within thirty (30) days (or such other time as may be specified in the membership agreement) of receiving notice of the breach from the Corporation.

**(c) Dues Upon Removal:** Any paid dues will not be refunded following removal.

**(d) Readmission to Membership:** After termination of membership pursuant to this Section, the member may reapply for membership at any time, without penalty, subject to remedying the cause for termination. Any dues assessed to the member upon reapplication shall be credited the amount of dues paid previously for the same fiscal year.

**Section 9. Meetings of the Members.** An annual meeting of the members shall be held each year at such time and place as shall be fixed by the members for the appointment of directors, as necessary, and the transaction of other business as may properly come before the members.

Regular or special meetings of the members may be held at such times as may be fixed by the members. All meetings of the members shall be open to the public, except as provided by law.

Meetings of the members may be held at such places within or without the State of Delaware as may be fixed by the members for annual and regular meetings and in the notice of meeting for special meetings. The Board may authorize that meetings of the members may be held by means of remote communication in accordance with Section 211(a)(2) of the General Corporation Law of the State of Delaware, and other applicable laws. Minutes of any meeting of the members shall be published within sixty (60) days of the meeting.

**Section 10. Notice.** Annual and special meetings of the members shall be held upon at least ten (10) days’ notice by first-class mail, personal delivery, or by telephone, facsimile, electronic transmission or other similar means of communication to the members, and publication by appropriate means. The notice shall be given by or at the direction of the Chair or the Secretary, who shall call a meeting on the request of two or more directors, or a majority of the entire membership. In the case of a meeting at which amendments to the Certificate of Incorporation, bylaws or membership agreement will be submitted to the members, the notice of such meeting shall set forth the proposed amendment or a summary of the changes to be effected thereby.

**Section 11. Waivers of Notice.** Whenever any notice is required to be given to a member, a waiver thereof in writing, signed by the person or persons entitled to such notice, or by electronic transmission, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Such waiver need not specify the purpose or purposes of the meeting.

**Section 12. Quorum, Vote, Proxy.** A majority of the members of the Corporation, as represented by their respective member representatives, shall constitute a quorum at a meeting of members, and the affirmative vote of a majority of such members present at the meeting and entitled to vote on the subject matter shall be the act of the members, except as otherwise provided herein. As permitted by Delaware law, a member entitled to vote on matters reserved to the membership may do so by identifying a proxy for the member representative, who shall be a part of the member representative's staff or department.

**Section 13. Written Consent of Members.** Any action required or permitted to be taken at a meeting of the members may be taken without a meeting if the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of the members consent in writing or by electronic transmission to the adoption of a resolution authorizing such action. Each resolution so adopted and the writings or electronic transmissions evidencing such consent by the members shall be filed with the minutes of the proceedings of the members.

### **ARTICLE III**

#### **Board of Directors**

**Section 1. Power of Board and Qualification of Directors.** The business and affairs of the Corporation shall be managed by or under the direction of its Board of Directors.

**Section 2. Number of Directors.** The initial Board of Directors shall number no less than three (3) and serve until the appointment of the first eight Member Representatives to the Board. After the appointment of the initial Member Representatives to the Board, in accordance with Article III, Section 3, the number of directors constituting the entire Board shall be fixed by the Board from time to time but shall be no more than twenty (20). The number of directors may be increased from time to time by a vote of three-fourths of the entire membership.

**Section 3. Appointment and Term of Directors.** The Member Representatives of the first eight Members to join the Corporation shall serve on the Board of Directors through the Corporation's fiscal year ending 2014. The Member Representatives of the next seven members to join the Corporation shall serve on the Board of Directors through the Corporation's fiscal year ending in 2013. After the expiration of the Directors' terms in 2013 and 2014, all Directors shall serve for a term of two years and until their successors are selected and qualified, or until their earlier removal or death. Member Representatives of Members in good standing shall be eligible to serve as Directors in the order in which they became Members, which shall be deemed for the purposes of this Section to be the date they execute the Membership Agreement. Likewise, once the maximum number of Directors is reached, Members shall rotate off the board in the order in which they became Members, with the most senior members rotating off first at the conclusion of the two-year term then being served. This rotation shall continue until all

members have served on the Board, and then the process will renew starting with the most senior members. Terms shall be deemed to start at the annual meeting date in the calendar year in which the Member begins board service (or, in the case of the first eight Members, the annual meeting date in 2014) and to end at the annual meeting date two years later. Pursuant to Article II, Section 1, a Member serving on the Board may replace its designated Member's Representative serving on the Board at any time and for any reason at its discretion, for the duration of that Member's term on the Board. At any point prior to or during their period of eligibility, a Member may decline to have their Member Representative serve on the Board. Declining to have a Member Representative serve on the Board shall have no effect on the Member's other rights under these Bylaws and such Member shall remain eligible to have their Member Representative serve on the Board when it next becomes eligible to do so under this Article III, Section 3.

#### **Section 4. Non-Voting Seats on Board of Directors**

**(a) Representative from Pew.** The Pew Charitable Trusts shall designate a representative to serve as a non-voting member of the Board of Directors.

**(b) Other Non-Voting Seats.** The Board may establish up to two other non-voting members of the Board of Directors for individuals who are experts in voting and elections but not governmental employees.

**Section 5. Newly-Created Directorships and Vacancies.** Newly-created directorships resulting from an increase in the number of Directors shall be filled as indicated in Section 3, above, with the next-most-senior Member who is not currently serving on the Board having its Member Representative fill the vacancy. A Member Representative selected to fill a Director's vacancy for a term of more than one year shall hold office for the unexpired term of his or her predecessor. A Member Representative selected to fill a Director's vacancy for a term equal to or less than one year shall hold office for the unexpired term of his or her predecessor, plus two years.

**Section 6. Resignation.** Any director may resign from office at any time by delivering a resignation in writing to the Corporation. Such resignation shall take effect at the time specified therein, and unless otherwise specified, acceptance of such resignation shall not be necessary to make it effective.

**Section 7. Removal of Directors.** Any director may be removed from office at any time, with or without cause, by a vote of three-fourths of the entire Board.

**Section 8. Meetings of the Board.** An annual meeting of the Board of Directors shall be held each year at such time and place as shall be fixed by the Board of Directors, for the election of officers and for the transaction of such other business as may properly come before the meeting.

Regular meetings of the Board shall be held at such times as may be fixed by the Board. Special meetings of the Board may be held at any time whenever called by the Chair of the Board or any two directors. Any Member Representative may attend any meeting of the Board.

Meetings of the Board of Directors may be held at such places within or without the State

of Delaware as may be fixed by the Board for annual and regular meetings and in the notice of meeting for special meetings. Minutes of any meeting of the Board shall be published following the meeting.

**Section 9. Notice.** Annual and special meetings of the Board shall be held upon at least five (5) days' written notice by first-class mail or twenty-four (24) hours' notice given personally or by telephone, facsimile, electronic transmission or other similar means of communication to all members.

Any such notice shall be addressed or delivered to each member at such member's address as it is upon the records of the Corporation or as may have been given to the Corporation by the member for purposes of notice.

**Section 10. Quorum and Voting.** Unless a greater proportion is required by law, the Certificate of Incorporation or these Bylaws, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business or of any specified item of business and, except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, the vote of a majority of the directors present at a meeting at the time of the vote, if a quorum is present at such time, shall be the act of the Board. Directors are not permitted to give a proxy to someone to act on his or her behalf with respect to actions of the Board.

**Section 11. Written Consent of Directors; Meetings by Conference Telephone.** Any action required or permitted to be taken by the Board of Directors or any committee thereof may be taken without a meeting if all members of the Board or such committee consent in writing or by electronic transmission to the adoption of a resolution authorizing such action. Each resolution so adopted and the writings or electronic transmissions evidencing such consent by members of the Board or such committee shall be filed with the minutes of the proceedings of the Board or such committee.

Any one or more members of the Board of Directors or of any committee thereof may participate in a meeting of such Board or committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

**Section 12. Compensation of Directors.** Directors shall receive neither compensation nor reimbursement of expenses for their services as such.

## ARTICLE IV

### **Committees**

**Section 1. Committees of the Board.** The Board of Directors, by resolution adopted by a majority of the entire Board, may designate from among its members an Executive Committee and other standing committees, each consisting of two or more directors, and each of which, to the extent provided in the resolution and to the fullest extent of the law, shall have and may exercise all the powers and authority of the Board. No committee may a) take any action expressly reserved under these Bylaws and Membership Agreement to the Members for

approval; b) amend the certificate of incorporation, these bylaws or the Membership Agreement; c) elect or remove officers; d) remove directors; e) elect or remove non-voting members of the Board; f) elect members of committees; g) hire or discharge an executive director; h) adopt an agreement of merger or consolidation; i) recommend to the membership the sale, lease or exchange of all or substantially all of the Corporation's property and assets; or j) recommend to the membership a dissolution of the Corporation or a revocation of a dissolution of the Corporation. The Board of Directors shall have the power at any time to designate a member of such committee as its chair, fill vacancies, change the membership or discharge a committee.

**Section 2. Committee Rules.** Unless the Board of Directors otherwise provides, each committee designated by the Board may make, alter and repeal rules for the conduct of its business. In the absence of a contrary provision established by the Board of Directors or in rules adopted by such committee, a majority of the entire authorized number of members of each committee shall constitute a quorum for the transaction of business, the vote of a majority of the members present at a meeting at the time of such vote if a quorum is then present shall be the act of such committee, and each committee shall otherwise conduct its business in the same manner as the Board of Directors conducts its business under Article III of these Bylaws.

**Section 3. Service of Committees.** Each committee of the Board of Directors shall serve at the pleasure of the Board. The designation of any such committee and the delegation thereto of authority shall not alone relieve any director of his or her duty under law to the Corporation.

**Section 4. Records.** Minutes shall be kept of each meeting of each committee. Copies of the minutes of each such meeting shall be filed with the corporate records and supplied to each member of the Board of Directors.

**Section 5. Advisory Board.** The Board of Directors shall create a Privacy and Technology Advisory Board, and may create such other advisory boards and appoint to them such persons as it deems appropriate. Persons serving in such advisory capacity shall not exercise any of the powers granted to the Board of Directors in these Bylaws.

**Section 6. Executive Committee.**

**(a) Ex Officio Membership:** The Executive Committee shall consist of the Chair, Vice Chair, Immediate Past Chair, Treasurer, and Secretary of the Board (the *ex officio* members). The Executive Director shall serve as an *ex officio* non-voting member of the Executive Committee.

**(b) Elected Membership:** In addition to the *ex officio* members, the Executive Committee shall include two voting members of the Board of Directors elected by the Board of Directors. Such committee members shall serve in this capacity for terms of one year, not to exceed two consecutive one-year terms.

**(c) Chair of Executive Committee:** The Chair of the Board shall be the Chair of the Executive Committee.

**(d) Role and Powers of Executive Committee:** Except as set forth in Article IV, Section 1 above, or as otherwise proscribed by the Board, the Executive Committee shall have the authority to exercise all powers of the Board of Directors between meetings of the Board. In addition, the Executive Committee's responsibilities shall include preparing and proposing to the Board a slate of candidates for officer positions and elected members of the Executive Committee, including in the event of a vacancy, and the Executive Director. The Executive Committee shall hold regular meetings at such times as it shall determine and special meetings as requested by the Chair, the Executive Director, or any two of its members. Actions of the Executive Committee shall be reported to the Board.

## ARTICLE V

### **Officers, Agents and Employees**

**Section 1. General Provisions.** The officers of the Corporation shall be a Chair, a Vice Chair, the Immediate Past Chair, a Secretary, a Treasurer and may include such other officers as may be deemed necessary.

**Section 2. Term of Office, Vacancies and Removal.** The officers shall be elected by the Board of Directors from among its membership at the annual meeting of the Board. The Board may appoint other officers, who shall have such authority and perform such duties as may be prescribed by the Board. Each officer shall hold office for a term of one year, until the next annual meeting of the Board after his or her appointment and until his or her successor has been appointed and qualified. Any two or more offices may be held by the same person, except the offices of Chair and Secretary. If an office becomes vacant for any reason, the Board may fill such vacancy. Any officer so appointed or elected shall serve only until such time as the unexpired term of his or her successor shall have expired unless re-elected by the Board. Any officer may be removed by a vote of the majority of the Board with or without cause. Such removal without cause shall be without prejudice to such person's contract rights, if any, but the appointment of any person as an officer of the Corporation shall not of itself create contract rights.

### **Section 3. Powers and Duties of Officers.**

**(a) Chair.** The Chair shall preside at all meetings of the Board of Directors. The Chair shall perform all duties customary to that office and shall supervise and control all of the affairs of the Corporation in accordance with the policies and directives approved by the Board of Directors.

**(b) Vice Chair:** The Vice Chair shall serve as advisor to the Chair and shall substitute for the Chair in his or her absence or inability to serve.

**(c) Immediate Past Chair:** The Immediate Past Chair shall serve as advisor to the Chair, the Executive Director and the Board.

**(d) Secretary.** The Secretary shall be responsible for the keeping of an accurate record of the proceedings of all meetings of the Board of Directors, shall give or cause to be given all notices in accordance with these Bylaws or as required by law, and, in general,

shall perform all duties customary to the office of Secretary. The Secretary shall have custody of the corporate seal of the Corporation, if any; and shall have authority to affix the same to any instrument requiring it; and, when so affixed, it may be attested by his or her signature. The Board may give general authority to any officer to affix the seal of the Corporation, if any, and to attest the affixing by his or her signature.

(e) **Treasurer.** The Treasurer shall have the custody of, and be responsible for, all funds and securities of the Corporation; shall keep or cause to be kept complete and accurate accounts of receipts and disbursements of the Corporation; and shall deposit all monies and other valuable property of the Corporation in the name and to the credit of the Corporation in such banks or depositories as the Board of Directors may designate. Whenever required by the Board, and at the annual membership meeting, the Treasurer shall render a statement of accounts. The Treasurer shall at all reasonable times exhibit the books and accounts to any officer or director of the Corporation, and shall perform all duties incident to the office of Treasurer, subject to the supervision of the Board, and such other duties as shall from time to time be assigned by the Board. The Treasurer shall, if required by the Board, give such bond or security for the faithful performance of his or her duties as the Board may require.

**Section 4. Executive Director.** The Board of Directors shall hire an Executive Director who shall serve as the chief executive officer of the Corporation. The Executive Director shall have day-to-day responsibility for the management of the staff and programs of the Corporation, including carrying out the Corporation's goals and Board approved policies. The Executive Director shall serve as an ex-officio, non-voting member of the Board; report on the progress of the Corporation's activities, publish by appropriate means all data received from the Members pursuant to the Membership Agreement, provide notice to members regarding any changes in their standing with regard to the Corporation, answer questions of Board members and carry out the duties described in the job description. The Board may designate other duties as necessary. The Executive Director shall report to the Chair of the Corporation.

**Section 5. Agents and Employees.** The Board of Directors may hire or appoint agents and employees who shall have such authority and perform such duties as may be prescribed by the Board. The Board may remove any agent or employee at any time with or without cause. The foregoing powers may be delegated to the Executive Director. Removal without cause shall be without prejudice to such person's contract rights, if any, and the appointment of such person shall not itself create contract rights.

**Section 6. Compensation of Officers, Agents and Employees.** Salaries or other compensation of officers, agents and employees may be fixed from time to time by the Board of Directors, or this power may be delegated to the Executive Director; provided, however that such salaries and compensation shall not be excessive in amount and shall be for services which are reasonable and necessary for performance of the Corporation's purposes.

## ARTICLE VI

### **Miscellaneous**



**Section 1. Fiscal Year.** The fiscal year of the Corporation shall be determined by resolution of the Board of Directors.

**Section 2. Corporate Seal.** The seal of the Corporation shall be circular in form and contain the name of the Corporation, the words "Corporate Seal" and "Delaware" and the year the Corporation was formed in the center. The Corporation may use the seal by causing it or a facsimile to be affixed or impressed or reproduced in any manner.

**Section 3. Checks, Notes, Contracts.** The Board of Directors shall determine who shall be authorized from time to time on the Corporation's behalf to sign checks, notes, drafts, acceptances, bills of exchange and other orders or obligations for the payment of money; to enter into contracts; or to execute and deliver other documents and instruments.

**Section 4. Books and Records.** The Corporation shall keep at its principal office (1) correct and complete books and records of accounts, (2) minutes of the proceedings of its Board and any committee of the Corporation, and (3) a current list or record containing the names and addresses of all members, directors and officers of the Corporation. Any of the books, records and minutes of the Corporation may be in written form or in any other form capable of being converted into written form within a reasonable time.

**Section 5. Amendments to Certificate, Bylaws and Membership Agreement.** The Certificate of Incorporation may be amended in whole or in part by the members. These Bylaws may be amended or repealed, in whole or in part, by a two-thirds vote of the entire membership. The Membership Agreement may be amended, in whole or in part, by a four-fifths vote of the entire membership.

**Section 6. Privacy.** The protection of individual's privacy being of significant importance to the Corporation, the Corporation shall take all reasonable and prudent actions to prevent and/or contest the disclosure of any personal or individual data held within the Corporation's control to anyone other than the members.

**Section 7. Indemnification and Insurance.** The Corporation may, to the fullest extent permitted by law, indemnify any present or former director, officer, employee or agent or any person who may have served at its request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, whether for profit or not for profit, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by him or her in connection with any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative, or investigative, to which he or she may be or is made a party by reason of being or having been such director, officer, employee or agent if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. However, there shall be no indemnification in respect of any claim, issue or matter as to which he or she shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of

all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

The Corporation shall have the power to purchase and maintain insurance to indemnify the Corporation and its directors and officers to the full extent such indemnification is permitted by law.

The Corporation may pay expenses (including attorneys' fees) incurred by an officer or director in defending any civil, criminal, administrative or investigative action, suit or proceeding in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such officer or director to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation under this Article. Such expenses (including attorneys' fees) incurred by other employees and agents may be paid upon such terms and conditions, if any, as the Board of Directors deems appropriate.

In no case, however, shall the Corporation indemnify, reimburse, or insure any person for any taxes imposed on such individual under chapter 42 of the Internal Revenue Code of 1986, as now in effect or as may hereafter be amended ("the Code"). Further, if at any time the Corporation is deemed to be a private foundation within the meaning of § 509 of the Code then, during such time, no payment shall be made under this Article if such payment would constitute an act of self-dealing or a taxable expenditure, as defined in § 4941(d) or § 4945(d), respectively, of the Code.

If any part of this Article shall be found in any action, suit, or proceeding to be invalid or ineffective, the validity and the effectiveness of the remaining parts shall not be affected.

**OFFICER'S CERTIFICATE**

I, \_\_\_\_\_, \_\_\_\_\_ of the Electronic Registration Information Center, formed and existing under the laws of the State of Delaware, do hereby certify that the foregoing is a true and complete copy of the Bylaws of this not-for-profit corporation as submitted and read to, and adopted by, the Board of Directors on \_\_\_\_\_, 20\_\_.

IN WITNESS THEREOF, I have hereunder ascribed my name and affixed the Seal of the Corporation on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Corporate Seal]

## EXHIBIT A

### ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

#### MEMBERSHIP AGREEMENT

This membership agreement (this “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ (the “Effective Date”), by and between Electronic Registration Information Center, Inc., a Delaware nonstock corporation (“ERIC”) and \_\_\_\_\_ (the “Member”).

**WHEREAS**, ERIC was formed for charitable and educational purposes to engage in meaningful, evidence-based reform of the election system in the United States; and

**WHEREAS**, ERIC seeks to lessen the burdens of government by facilitating the collaboration of states and local government units to conduct research, develop technology, and perform other charitable and educational activities designed to reduce the costs and increase the accuracies and efficiencies associated with their use of voter registration systems; and

**WHEREAS**, ERIC seeks the direct involvement of states and local government units in furthering its charitable and educational purposes by such states and local government units becoming members of ERIC and furnishing voter registration and other data to help ERIC understand the needs of states and local government units with respect to their use of voter registration systems, and assist state and local government units in making their voter registration lists and processes more accurate, more complete, and fully compliant with federal, state and local laws; and

**WHEREAS**, in consideration for the Member’s performance as described below, ERIC will provide the service to the Members of sharing and processing data that relates to the maintenance of their voter registration lists and provide regular (at least on a monthly basis) reports to the Member.

**NOW THEREFORE**, in consideration of the foregoing, the terms and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Annual Dues. The Member shall pay annual dues to ERIC as determined by the ERIC membership, pursuant to Article II, Section 5 of ERIC’s Bylaws. The Executive Directors shall invoice Members for dues and set a reasonable payment deadline. If the Member fails to pay dues by the payment deadline, ERIC shall not deliver, nor shall the Member receive, any services or data from ERIC until such payment is received. Any Member that fails to pay dues within ninety (90) days of a payment deadline shall be *automatically removed* as a Member in accordance with ERIC’s Bylaws (the “Bylaws”).
2. Voter Files and Motor Vehicle Records. The Member shall transmit to ERIC the following data related to its voter files and motor vehicle records (collectively, the “Member Data”).

## EXHIBIT A

- a. A reasonable time after admission, the Corporation and the Member will agree upon a 'Certification Date' that obligates the Member to the following two sections herein. The Member shall be notified in writing by the Corporation of the Certification Date.
  - b. Within sixty (60) days of the Certification Date, and at least every sixty (60) days thereafter, the Member shall transmit: (1) all inactive and active voter files (excluding those records that are confidential or protected from disclosure by law), including those fields identified in Exhibit B, and (2) all licensing or identification records contained in the motor vehicles database (excluding those fields unrelated to voter eligibility, such as fields related to an individual's driving record), including those fields identified in Exhibit B. Under no circumstances shall the Member transmit an individual's record where the record contains documentation or other information indicating that the individual is a non-citizen of the United States. Should Member believe it has an alternative source of data that is equivalent to or better than the motor vehicle database ("Alternative Data Source"), Member may apply in writing to the Executive Director of ERIC to substitute the Alternative Data Source for motor vehicle data. Such written application shall explain the basis for Member's assertion that the Alternative Data Source is equivalent or better and why using it will effectively serve the goals of ERIC. If, in the Executive Director's assessment, the request is reasonable, the Executive Director shall submit the Member's request to the ERIC Board of Directors ("ERIC Board" or "Board") for approval. If membership in ERIC is contingent upon a jurisdiction's ability to use an Alternative Data Source, the jurisdiction may seek approval of a data substitution request in advance of joining ERIC.
  - c. If the Member fails to transmit the required Member Data as described above, ERIC shall not deliver, nor shall the Member receive, any Data or services from ERIC until ERIC receives the required Member Data from the Member. Should Member fail to transmit Member Data in any sixty (60) day period as provided in sub-section b, Member shall, upon written notice from ERIC, have a thirty (30) day grace period in which to provide such Member Data. Should this grace period expire without a transmission to ERIC of Member Data from the Member, the Member shall be *automatically removed* from membership in accordance with the Bylaws. Member may submit a written appeal to the Executive Director of ERIC for a reasonable extension of the grace period deadline if Member is unable to meet that deadline because of a technical issue or a problem accessing or receiving the Member Data. Whether or not to grant the extension or to proceed to automatic removal shall be in the sole discretion of ERIC's Executive Director.
3. State Agency Records. The Member shall use its best efforts to transmit, on a regular basis, data relating to individuals that exists in the records of other agencies within its jurisdiction that perform any voter registration functions, including, but not limited to, those required to perform voter registration pursuant to the National Voter Registration Act, 43 U.S.C. 1973gg-5 ("Additional Member Data"). Notwithstanding this section, a

## EXHIBIT A

state's failure to transmit Additional Member Data under this section shall not affect the Member's compliance with this Section or its standing as a member of ERIC.

### 4. Privacy; Use of Data.

- a. **Use and Protection of Data:** The Member and ERIC shall use their best efforts to prevent the unauthorized use or transmission of any private or protected Member Data; Additional Member Data; and data included in reports provided by ERIC ("ERIC Data") (Member Data, Additional Member Data and ERIC Data shall be collectively referred to as "Data") in its possession. The Member represents and warrants that all uses and transmissions of Data originating from the Member to ERIC and/or ERIC's agents, contractors or subcontractors comply fully with applicable state, federal and local laws, rules and regulations. The Member shall not use or transmit any ERIC Data for any purpose other than the administration of elections under state or federal law. Should a Member receive a request to disclose ERIC Data and determines that it is legally obligated, in whole or in part, to comply with such request, it shall not make the disclosure without first obtaining a court order compelling it to do so, a copy of which shall be provided to ERIC.
- b. **Unauthorized Use or Disclosure of Data--Member:** Should there be an unauthorized or impermissible use, disclosure or transmission of Data, regardless of whether it is accidental or intentional (for example, member intentionally sells, distributes, publishes or uses any ERIC Data for any purpose other than election administration, including any commercial purpose) or the responsibility of a third party (collectively, "Unauthorized Disclosure"), Member shall, within ninety (90) days of ERIC receiving notice of the Unauthorized Disclosure a) explain in writing to ERIC that such Unauthorized Disclosure has been cured and how it was cured or, if the breach is not curable, provides a written explanation to ERIC of what steps it has taken to mitigate the risks to ERIC and its Members resulting from such breach; and b) provide a written explanation of what processes it has implemented to prevent such Unauthorized Disclosure in the future. Upon written application, the Executive Director of ERIC, in consultation with the Board Chair, may extend the deadline for Member to comply with this section. At its first meeting following the Member's compliance with sub-sections a and b above, the membership will consider the information submitted by the Member and vote on Member's continued membership. Should Member fail to provide any information in response to sub-sections a and/or b above, Member shall be *automatically removed*. To the extent permitted under each Member's state law, the Member agrees to indemnify, defend and hold harmless ERIC against any claims related to the Unauthorized Disclosure.
- c. **Notice to ERIC:** Each Member shall report to the Executive Director of ERIC as soon as is practicable if a Member is required by law to sell, distribute, publish, disclose or use any ERIC Data for any purpose other than election administration. Each Member shall report to the Executive Director of ERIC immediately upon learning of any Unauthorized Disclosure.

## EXHIBIT A

- d. **Unauthorized Disclosure of Data-ERIC:** Should there be an unauthorized disclosure of motor vehicle data by ERIC, whether accidental or intentional or the responsibility of a third party (“ERIC Unauthorized Disclosure”), ERIC shall immediately give notice to Members. Understanding that ERIC’s primary source of funds are fees and dues paid by Members, and subject to consultation and approval by the Board, ERIC agrees to indemnify, defend and hold harmless state motor vehicle agencies against any claims related to an ERIC Unauthorized Disclosure of Data.

This provision 4 shall not be construed to limit any Member’s sovereign immunity, rights, claims or defenses which arise as a matter of law or pursuant to any other provision of this Agreement.

5. State Voter Registration Systems. To foster ERIC’s goal of improving the accuracy of state voter registration data, Members are strongly encouraged to establish a regular schedule for requesting ERIC Data with a minimum of one request every calendar year. When a Member Representative requests ERIC Data, upon receipt of such ERIC Data, the Member shall take the following actions in connection with the improvement of its state voter registration systems. (If Member rescinds in writing its request for ERIC Data within seven (7) business days of making its original request, the following requirements will not apply.) If a Member fails to make at least one request for ERIC Data for 425 days, ERIC will automatically provide ERIC Data within seven (7) business days of the 425th day, thereby triggering the following requirements.

- a. When the Member receives ERIC Data regarding eligible or possibly eligible citizens who are not registered to vote, the Member shall, at a minimum, initiate contact with each and every eligible or possibly eligible citizen and inform them how to register to vote. Each Member shall have until October 1 or fifteen (15) days before the close of registration, whichever is earlier, of the next Federal General Election year to initiate contact with at least 95% of the eligible or potentially eligible citizens on whom data was provided and address validation was performed, as described above. Members shall not be required to initiate contact with eligible or possibly eligible voters more than once at the same address, nor shall Members be required to contact any individual who has affirmatively confirmed their desire not to be contacted for purposes of voter registration or is otherwise ineligible to vote in the Member’s jurisdiction. Should a Member need a brief extension in order to comply with the requirements of this section 5(a), Member may submit a written request to ERIC’s Executive Director setting forth the reasons for the extension request and providing a specific date when the required mailing will be sent. Members shall make every effort to submit extension requests at least two weeks before the deadline. Whether or not to grant an extension request or to proceed to automatic removal is in the sole discretion of ERIC’s Executive Director, and the timeliness of the request shall be a factor in the Executive Director’s determination. Members are entitled to request only one extension per Federal General Election cycle. No later than December 1 (or, if December 1 falls on a weekend, the next business day) following the Federal General Election, the Member Representative shall provide

## EXHIBIT A

a written certification to the Executive Director of ERIC that Member has or has not complied with the provisions of this section. Members that have not complied with this section, or do not provide the written certification, shall be *automatically removed* from membership. If a Member adopts legislation or policies that have the potential to accomplish the objectives of this section by alternative means, Member may apply to ERIC for an exemption from the requirements of this section of the Membership Agreement by sending a written request to the Executive Director of ERIC and the Chair of the Board. Such written application shall explain the basis for Member's assertion that the alternative means will effectively achieve the objectives of this section. If the Executive Director of ERIC and the Chair of the Board believe the request is reasonable, it shall be presented to the Board for a vote and, if granted, a determination on the timing of implementation of the exemption.

- b. When the Member receives credible ERIC Data (meaning the state has validated the data) indicating that information in an existing voter's record is deemed to be inaccurate or out-of-date, the Member shall, at a minimum, initiate contact with that voter in order to correct the inaccuracy or obtain information sufficient to inactivate or update the voter's record. Each Member has ninety (90) days after the data was sent to initiate contact with at least 95% of the voters on whom data indicating a record was inaccurate or out-of-date, as described above, was provided.

Within ten (10) business days of the ninetieth day, the Member Representative shall provide a written certification to the Executive Director of ERIC that Member has complied or not complied with this section and, if out of compliance, the extent of such non-compliance. If Member is out of compliance, Member shall have a 30-day grace period, which begins on the 91<sup>st</sup> day, within which to complete the required contacts. Within ten (10) business days following the expiration of the grace period, the Member Representative shall provide a written certification to the Executive Director of ERIC that Member has complied or not complied with this section. If Member is still out of compliance, or fails to provide the certification, Member shall be *automatically removed*.

- c. The Member shall use its best efforts to provide for a mechanism by which any eligible voter whose registration appears to have been erroneously processed or unprocessed shall be offered the opportunity to cast a ballot that will be counted, unless the voter is otherwise ineligible.
- d. The Member shall use its best efforts to provide for a mechanism by which an eligible voter may register to vote over the internet without need to complete and/or deliver a paper voter registration form.
- e. The Member shall use its best efforts to provide for a mechanism by which voter registration transactions performed at state agencies is more fully automated and reduces or eliminates paper transactions.



## EXHIBIT A

6. Single Point of Transfer. The Member shall designate and maintain a single point of transfer of data and a single data source/point of data per data feed.
7. Performance Data. Within 30 days of the date of execution of this agreement, and every one hundred eighty (180) days thereafter, the Member shall report to ERIC data relating to performance under this Agreement, as described in Exhibit C.
8. State Specific Requirements. From time to time, legislation or implementing regulations enabling states to become members of ERIC will contain state-specific membership requirements not applicable to all Members. Such state-specific requirements are set forth in Exhibit D.
9. Publicity. The Member shall not make or permit any person connected with it to make any announcement or statement purporting to be on behalf of ERIC, or use any logo, trademark, service mark, or business or trading name of ERIC or any other Member of ERIC without the prior written approval of ERIC or the affected Member, as applicable. Furthermore ERIC shall not make or permit any person connected with it to make any announcement or statement purporting to be on behalf of any Member, or use any logo, trademark, service mark, or business or trading name of any Member of ERIC without the prior written approval of the affected Member.
10. Waiver. No waiver by any party for any breach by the other of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.
11. Severability. The provisions of this Agreement are separate and severable, and the invalidity of any of them shall not affect or impair the validity or enforcement of the remaining provisions.
12. Assignment. ERIC may not sell, assign, or otherwise transfer any of its rights or interests or delegate any of its duties or obligations in this Agreement, without the prior written consent of the Members. The Member may not sell, assign, or otherwise transfer any of its rights or interests or delegate any of its duties or obligations in this Agreement, without the prior written consent of ERIC. Any sale, assignment, or transfer in violation of this Section is void and without effect.
13. No Partner or Agency. This Agreement does not constitute or create a partnership or joint venture with any Member or among the Members; appoint any Member as an agent for ERIC or any other Member, or appoint ERIC as an agent for any Member; or create any fiduciary obligations among the Members, except as may be expressly set forth in this Agreement.
14. Amendments. Amendments or modifications of this Agreement shall be effective immediately upon approval of such changes by the entire membership in accordance with Article VI, Section 5 of the Bylaws.

## EXHIBIT A

15. Communications; Notices. All communications and notices that are required to be given by ERIC or a Member pursuant to this Agreement must be in writing and sent to the recipient either by electronic mail, personal delivery, overnight commercial courier service, or facsimile. Members may request a preferred method of delivery and the Corporation will make all reasonable efforts to oblige such requests. Communications and notices must be sent using the Notice Details set forth on the signature page of this Agreement, unless these details are changed by delivery of a written notice to ERIC, if the change related to a Member, or the Member, if the change relates to ERIC. The Executive Director of ERIC shall maintain or cause to be maintained a roster of Members that contains a compilation of Notice Details for each Member, and which shall be distributed periodically to the Members.
16. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which when fully executed shall be an original, and all of said counterparts taken together shall be deemed to constitute one and the same agreement.
17. Complete Agreement. This Agreement is the parties' final and binding expression of their agreement and the complete and exclusive statement of its terms. This Agreement cancels, supersedes and revokes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.
18. Headings and Subsections. Section headings are provided for reference and do not constitute part of this Agreement.
19. Definitions. As used herein, the term "state" includes the fifty (50) states, the District of Columbia, and the territories of the United States.

**EXHIBIT A**

**ELECTRONIC REGISTRATION INFORMATION CENTER, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Notice Details:

With a copy to:

|          |          |
|----------|----------|
| Name:    | Name:    |
| Title:   | Title:   |
| Address: | Address: |
| Phone:   | Phone:   |
| Fax:     | Fax:     |

**[MEMBER]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Notice Details:

With a copy to:

|          |          |
|----------|----------|
| Name:    | Name:    |
| Title:   | Title:   |
| Address: | Address: |
| Phone:   | Phone:   |
| Fax:     | Fax:     |

## **EXHIBIT B**

### **ELECTRONIC REGISTRATION INFORMATION CENTER, INC.**

#### **Voter Registration and motor vehicles data fields to be submitted to ERIC by each participating jurisdiction, if collected by the Member State**

1. All name fields
2. All address fields
3. Driver's license or state ID number
4. Last four digits of Social Security number
5. Date of birth
6. Activity dates as defined by the Board of Directors
7. Current record status
8. Affirmative documentation of citizenship
9. The title/type of affirmative documentation of citizenship presented
10. Phone number
11. E-mail address or other electronic contact method

## EXHIBIT C

### ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

#### Performance data to be submitted to ERIC by each participating jurisdiction

Each jurisdiction will have two types of performance data submission:

- A. Prior to receiving the first ERIC reports, the jurisdiction will submit a set of baseline data for a representative period of time to use for comparisons.
- B. After receiving the first ERIC reports, the jurisdiction will begin submitting data for the activity within the specified time period.

#### Performance Data Points

1. Number of voter registration applications new to the Member's jurisdiction submitted by the voter on a paper form
2. Number of new voter registration applications new to the Member's jurisdiction submitted by the voter electronically
3. Number of updates to a voter's existing voter registration submitted by the voter on a paper form
4. Number of updates to a voter's existing voter registration submitted by the voter electronically
5. Number of records reported from ERIC on In-state Movers report who updated through the jurisdiction's online voter registration system (if available)
6. Election statistics, totals for any federal elections within the period of:
  - a. Number of new voters to the Member's jurisdiction who registered and voted on the same day, where applicable
  - b. Number of updates to a voter's existing registration submitted on the same day on which they voted, where applicable
  - c. Total number of provisional ballots cast
  - d. Total number of provisional ballots counted
  - e. Total number of provisional ballots uncounted, by reason (if available)

*Note: for context, ERIC will use voter turnout data from the United States Elections Project ([www.electproject.org](http://www.electproject.org))*
7. Number of individuals for whom contact was initiated and invited to register as a result of reports received from ERIC within the period
8. Number of individuals for whom contact was initiated and invited to correct their registration as a result of reports received from ERIC within the period

## **Exhibit D**

### **ELECTRONIC REGISTRATION INFORMATION CENTER, INC.**

#### **State-Specific Requirements**

##### **Illinois:**

In addition to the voter files and motor vehicle records Members must provide to ERIC under section 2 of the Membership Agreement, Illinois, in accordance with state law, is required to transmit to ERIC identification records contained in the Department of Human Services, the Department of Healthcare and Family Services, the Department of Aging, and the Department of Employment Security databases (excluding those fields unrelated to voter eligibility, such as income or health information).