

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
AND THE ATTORNEY GENERAL AS HEAD OF THE DEPARTMENT AND
CHIEF STATE ELECTION OFFICIAL,

THE DEPARTMENT OF THE PUBLIC ADVOCATE

AND

THE NEW JERSEY MOTOR VEHICLE COMMISSION

CONCERNING COMPLIANCE WITH THE "NATIONAL VOTER
REGISTRATION ACT OF 1993"

This Memorandum of Understanding is made this 20th day of March, 2008, by and between the New Jersey Motor Vehicle Commission ("MVC") whose address is 225 East State Street, Trenton, New Jersey 08666-0167, the State of New Jersey, Department of Law and Public Safety ("Department") and the Attorney General serving as the head of the Department and Chief State Election Official, whose address is Richard J. Hughes Justice Complex, 25 Market Street, Trenton, New Jersey 08625, and the Department of the Public Advocate ("Public Advocate"), whose office is located at 240 West State Street, Trenton, New Jersey 08625, each party also being referred to as a Signatory Agency.

WHEREAS, the National Voter Registration Act of 1993 ("NVRA") requires each state's motor vehicle agency, including the New Jersey MVC, to offer a voter registration opportunity to every person who appears at an MVC agency for

an initial driver's license, or renewal thereof; or an initial non-driver identification card, or renewal thereof; and

WHEREAS, the NVRA further requires that any change of address for a driver's license or a non-driver identification card or renewal thereof, will automatically act as a change of address for voter registration purposes, unless the applicant specifically declines, and

WHEREAS, the Attorney General, in her capacity as the State's Chief Election Official, is singularly empowered to oversee NVRA compliance, and

WHEREAS, the Public Advocate has determined that voting rights is a significant public issue for his Department, and

WHEREAS, the parties share the mutual commitment to provide the fullest opportunity for all qualified citizens of the State to participate in the electoral process, and

WHEREAS, the parties recognize that in the next several years, the MVC anticipates that the overhaul of its computer system will be completed and will thereafter permit it to further enhance its NVRA compliance obligations,

NOW, THEREFORE, in mutual consideration of the covenants herein and pursuant to all Federal and State laws and regulations, the Department, the Public Advocate, and the MVC hereby AGREE to the terms and conditions included in this Memorandum of Understanding ("MOU") as set forth below:

1. Within 45 days of the execution of this MOU, the Department shall provide MVC with a sufficient number of abbreviated New Jersey voter registration signature cards, whose terms comply

with the requirements of 42 U.S.C. 1973gg-3(c) and N.J.A.C. 13:17-1.8(b) ("signature cards"), for distribution to the public in MVC agencies. The MVC shall put these signature cards into use at all MVC agencies and shall cease to use any form that does not accurately state and conform to federal and State law.

2. At any point that MVC undertakes to entirely revamp the format of either hard copy or electronic forms for driver's license or non-driver identification card applications or renewals, MVC shall incorporate an abbreviated voter registration form into such revamped form, so that the MVC and voter registration applications are part of a single document. This provision shall not apply to minor changes in the current forms that MVC uses.
3. Within 60 days of the execution of this MOU, the MVC shall commence enhanced employee training procedures to ensure that all NVRA-eligible applicants (persons seeking to obtain or renew a New Jersey driver's license, or an MVC non-driver identification card) are asked by an MVC representative whether the applicant wishes to register to vote. Training for all agency employees shall be completed within fourteen months of the execution of this MOU. The training classes shall be conducted in every agency, with each individual class

limited to five employees at a time. These training materials shall be reviewed by the Department and made available upon finalization to the Public Advocate.

4. The training procedures shall include instructions to MVC agency personnel that an NVRA-eligible applicant appearing at an MVC agency to obtain or renew a driver's license, or a nondriver identification card, shall be simultaneously provided the applicable motor vehicle application form, when the applicant does not already have a pre-printed application form, and the signature card, unless the applicant refuses to accept the signature card. The responsible employee shall actually hand the signature card to each NVRA-eligible applicant, and explain what it is. The MVC personnel shall also be trained to explain to the NVRA-eligible applicant that both the motor vehicle application form and signature card must be completed for voter registration purposes, and shall answer any questions the applicant may have in this regard.
5. The procedures about NVRA compliance at MVC shall be provided in writing to all MVC personnel and shall be made available on the MVC website within 45 days of the execution of this MOU. MVC's NVRA obligations shall also be included as part of any regional or annual meeting conducted by MVC for agency managers. For a period of twelve months from the

execution of the MOU, MVC policy shall be that applicants are offered an opportunity to vote by two employees with customer service duties at each MVC agency, as designated by each agency, unless an unexpected and exigent staffing shortage of such personnel occurs.

6. Within 45 days of the execution of this MOU by the parties, the MVC shall erect or post/place signs at each of its agencies advising the public of the option to register to vote, and further post/place a sign at each counter position instructing the applicant to advise the MVC representative whether the applicant wishes to register to vote. There shall also be signs at every computer terminal used for driver's license or non-driver identification card purposes, reminding the MVC representatives of their voter registration obligations.
7. MVC shall implement a procedure whereby there shall be a transfer to the HAVA Unit, within the Department, of New Jersey licensee address changes provided by the licensee or made available to the MVC, unless the licensee specifically declines to have the address change treated as such for voter registration purposes. The transfer of the address-change information shall occur at least weekly. Such transfers shall begin within 180 days of execution of this MOU for address-changes by telephone and within 45 days of execution of this

MOU for address-changes by Internet. MVC represents that transfers of address-change information received by MVC in person or through the mail have already commenced. As MVC overhauls its computer system, it shall develop the capacity to transfer such address-change information electronically.

8. Any change of address accepted by MVC for motor vehicle purposes, including inter-county changes of address, shall serve to transfer the applicant's voter registration to the new address, unless the applicant states on the form or advises an MVC agent by telephone that the change of address is not for voter registration purposes.
9. MVC shall forward completed signature cards to the Division of Elections within five business days of receipt of such cards, pursuant to N.J.A.C. 13:17-1.8. MVC shall electronically transmit name and address information of each such applicant on at least a weekly basis. N.J.A.C. 13:17-1.8.
10. Within 45 days of the signing of this MOU by the parties, the MVC shall compile and provide an electronic list of all licensees and holders of non-driver identification cards who have, since August 2004, renewed their New Jersey driver's license or non-driver identification card but were not mailed a long-form voter registration form when they received mail relating to their license or non-driver identification card

renewal.

11. Within 45 days of the receipt of the MVC electronic list referred to in paragraph 10, the Department's HAVA Unit shall complete the process to compare the information contained therein with the voter records contained in the Statewide Voter Registration System ("SVRS"). If any individual is not listed on the SVRS, but is named in one of the MVC lists, the Department shall ensure that, within 30 days of the completion of the information comparison process, a voter registration application is mailed to the individual at the address on the applicable MVC list.
12. Within 90 days after execution of this MOU, MVC supervisors, to be designated by the MVC, shall conduct, as part of their quality control process, random inspections of MVC agencies, on a monthly or more frequent basis, to determine whether MVC agency personnel are complying with MVC procedures regarding informing NVRA-eligible applicants of their option to register to vote at the MVC agency. The supervisors shall be responsible for maintaining a written record of such random inspections. Such records shall be made available to any party to this MOU upon request, and pursuant to the New Jersey Open Public Records Act, on at least a quarterly basis.
13. Beginning September 1, 2008, and continuing every six

months, for a two-year period, MVC shall post on its website: (1) the number of initial driver's license and non-driver identification card applications completed in the prior six (6) months; (2) the number of driver's license and non-driver identification card renewals completed in the prior six (6) months; (3) the number of driver's license and non-driver identification card address-changes processed in the prior six (6) months; (4) the number of voter registrations transmitted to the Department in the prior six (6) months; and (5) the number of address-changes for voter registration purposes transmitted to the Department in the prior six (6) months. After expiration of the two-year period beginning September 1, 2008, MVC shall make such information available upon request.

14. In accordance with N.J.S.A. 19:31-32, the Department shall ensure that information about new registrants and address-changes transmitted by the MVC are timely entered into the Statewide Voter Registration System. In the event that the MVC electronically transmits information about a new voter registration or change of address within the registration deadline for a particular election, but the signature card is not received in time for the preparation of election poll books, the voter shall be provided an opportunity to vote by provisional ballot, and the ballot shall not be disqualified from being

counted solely on the basis that the signature card has not been received.

Amendments

This MOU may be amended by the written request of a Signatory Agency. Any proposed amendment or modification shall be submitted by one Signatory Agency to the other Signatory Agencies. Any amendment to this MOU must be set forth in writing and such amendment must be signed by the Agency Head/s or the Duly Authorized Representative/s to be effective and to modify this MOU.

Dispute Resolution

If there are disputes between the parties concerning this MOU, the parties or their duly authorized representatives agree to confer informally to resolve the dispute. If, in the sole discretion of any Party, continued informal dispute resolution is deemed unlikely to resolve the dispute, that Party may bring suit in a court of law or equity to enforce the MOU.

Entirety of Agreement

This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

Severability

Should any portion of this MOU be judicially determined to be illegal or

unenforceable, the remainder of the MOU shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

Binding Effect of MOU


This agreement shall bind the parties, their officers, agents, representatives, and successors.

Execution of MOU

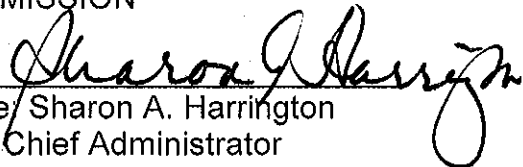
The parties agree that this MOU may be executed in counterpart, with each original signed page to become part of the original document.

IN WITNESS WHEREOF, the Department of Law and Public Safety, the MVC and the Department of the Public Advocate have executed this MOU, effective as of the day and date last below written.

NEW JERSEY DEPARTMENT OF
LAW AND PUBLIC SAFETY AND THE
ATTORNEY GENERAL AS HEAD OF
THE DEPARTMENT AND CHIEF STATE
ELECTION OFFICIAL

By: ANNE MUGRAM 
Name: _____
Title: AG
Date: 3-6-08

NEW JERSEY MOTOR VEHICLE
COMMISSION

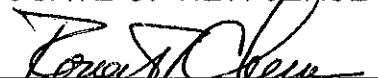
By: 
Name: Sharon A. Harrington
Title: Chief Administrator



Motor Vehicle Commission

Date: 3-18-08

DEPARTMENT OF THE PUBLIC
ADVOCATE OF NEW JERSEY

By: 

Name: Ronald K. Chen

Title: Public Advocate

Date: 20 March 2008

The foregoing document has been reviewed and approved as to form.

By: _____

Print: _____

Deputy Attorney General
New Jersey Motor Vehicle
Commission

Assistant

By: 

Print: Dena Kelly

Deputy Attorney General
New Jersey Department of Law and
Public Safety and the Attorney General as
Head of the Department and Chief State
Election Official