

MEMORANDUM OF UNDERSTANDING
BETWEEN THE OFFICE OF THE MISSISSIPPI SECRETARY OF STATE, THE
MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY AND THE REGISTRAR OF
Madison COUNTY

Mississippi Voter Identification Card Program

This Memorandum of Understanding (hereinafter "MOU") is made between the Office of the Mississippi Secretary of State (hereinafter "SOS"), an agency of the State of Mississippi, the Mississippi Department of Public Safety (hereinafter "DPS"), an agency of the State of Mississippi, and the Registrar of Madison County (hereinafter "Registrar"), effective as of the date of the last execution below.

WHEREAS, House Bill 921, approved by the 2012 session of the Mississippi Legislature and preceded by the passage of Initiative Measure No. 27 in the 2011 statewide general election, will require registered voters to present proper photo identification to be allowed to vote at a polling place or registrar's office; and

WHEREAS, House Bill 921 allows registered voters who do not possess proper photo identification to apply with the Registrar for a free Mississippi Voter Identification Card; and

WHEREAS, House Bill 921 states that the SOS, in conjunction with DPS, is responsible for adopting rules and regulations for the administration of the free Mississippi Voter Identification Card program; and

WHEREAS, House Bill 921 states that the Registrar is responsible for accepting applications for and issuing Mississippi Voter Identification Cards in a location in the Registrar's office to eligible persons; and

WHEREAS, the SOS and Registrar will seek to utilize the National Association for Public Health Statistics and Information Systems' ("NAPHSIS") Electronic Verification of Vital Events ("EVVE") system to assist the Registrar in verifying the identity of applicants for a free Mississippi Voter Identification Card; and

WHEREAS, House Bill 921 states that a memorandum of understanding shall be entered into by DPS and the Registrar of each county, and such memorandum of understanding is to be negotiated by the Secretary of State and is for the purpose of providing a free Mississippi Voter Identification Card; and

WHEREAS, the SOS, DPS and the Registrar desire to fulfill the obligations provided in House Bill 921 and to set forth more fully the understandings of the parties with respect to the process by which the Mississippi Voter Identification Card will be issued; and

WHEREAS, Lee Westbrook, affirms that s/he has the authority to execute this MOU on behalf of the Registrar of Madison County; and

WHEREAS, Albert Santa Cruz, Commissioner of the Mississippi Department of Public Safety, affirms that he has the authority to execute this MOU on behalf of DPS.

WHEREAS, C. Delbert Hosemann, Jr., Mississippi Secretary of State, affirms that he has the authority to execute this MOU on behalf of the SOS.

NOW, THEREFORE, for and in consideration of the promises and agreements of the parties as hereinafter contained, the SOS, DPS and Registrar mutually enter into and agree to the following terms and conditions.

ARTICLE I.
DUTIES AND RESPONSIBILITIES

A. SOS will:

1. Pursuant to House Bill 921, adopt Rules and Regulations for the administration of issuance of Mississippi Voter Identification Cards.
2. Provide training and information to the Registrar regarding the process and requirements for issuing Mississippi Voter Identification Cards.
3. Attempt to secure an appropriation of funds from the Mississippi State Legislature for the costs to implement the Mississippi Voter Identification Card program, including, but not limited to, those costs associated with the activities described in this MOU.
4. Select a vendor to provide printing, mailing services, the necessary equipment, supplies, equipment maintenance, and support to the Registrar related to the Mississippi Voter Identification Card program.
5. Assist in training election officials regarding the changes to their responsibilities with the implementation of voter identification.
6. Assist Registrar in obtaining authorization to use the EVVE system for verifying the identity, if necessary, of individuals applying for a Mississippi Voter Identification Card.
7. Provide information to DPS regarding the Mississippi Voter Identification Card program processes and requirements.
8. Provide voter identification educational and outreach materials to DPS for distribution to Mississippi voters through DPS Driver Services locations.

B. The Registrar will:

1. Provide a location in the Registrar's office at which applications for the Mississippi Voter Identification Card will be accepted in accordance with House Bill 921; however, in counties having two (2) judicial districts the Registrar shall provide a location in the Registrar's office in each judicial district at which he or she shall accept applications for Mississippi Voter Identification Cards in accordance with House Bill 921.
2. Comply with the Rules and Regulations (Attachment "A") adopted by the Secretary of State's office for administering issuance of Mississippi Voter Identification Cards.
3. Determine whether an applicant has provided acceptable evidence of identity to receive a free Mississippi Voter Identification Card. If the Registrar cannot accept the applicant's application because the applicant did not provide required evidence of identity in accordance with the Rules and Regulations adopted by the Secretary of State's office, the Registrar shall immediately advise the applicant of the reason(s) why the application cannot be accepted. Further, the Registrar shall advise the applicant of the availability of an automatic review by the county election commissioners and appeal process.
4. Photograph the applicant, extract the data necessary to produce the card from the Statewide Election Management System ("SEMS") and follow procedures to send all necessary information and the photograph through a secure transmission to the selected vendor for printing and mailing.
5. Utilize the necessary equipment from the selected vendor in connection with the Mississippi Voter Identification Card program, including providing a receipt of the specific applicant's information if an election is scheduled to be held within forty-five (45) days of the voter's application. Otherwise the Registrar shall provide the voter with a copy of his or her application.
6. Execute the EVVE Account Request and Confidentiality Agreement Form (Attachment "B") and comply with the confidentiality agreement contained therein.
7. Agree to not divulge user name and/or password to the EVVE system and use EVVE and the information derived from EVVE only for the purpose of verifying the identity of applicants for a free Mississippi Voter Identification Card.
8. Maintain the confidentiality and integrity of the NAPHSIS issued EVVE Query User Guide and ensure proper disposal of previous versions of the document when updates are issued.
9. Comply with all general use and disclosure provisions, obligations and activities regarding privacy assigned to the SOS in connection with its Memorandum of

Understanding with the Mississippi State Department of Health, attached as Attachment "C".

10. Registrar will determine the applicant does not hold a valid Mississippi Driver's License or Mississippi Identification Card issued by DPS, by virtue of the applicant's oath upon signing the Mississippi Voter ID Card application.

C. DPS will:

1. Allow the SOS to place notices in DPS Driver Services locations notifying Mississippi voters about the availability of the free Mississippi Voter Identification Card and other information related to the application process for obtaining a Mississippi Voter Identification Card.
2. Delegate to the Registrar necessary authority and responsibility granted to DPS under House Bill 921 related to the issuance of free Mississippi Voter Identification Cards.
3. Delegate to the SOS necessary authority and responsibility granted to DPS related to adopting rules and regulations for the administration of the issuance of free Mississippi Voter Identification Cards.
4. With regard to individuals who have been issued a Mississippi driver's license or Mississippi Identification Card, provide to the SOS the full legal name, date of birth, legal residence address, county of residence, driver's license number or identification card permit number, and the last four digits of the Social Security number for each person through an external interface to databases maintained by DPS.

ARTICLE II.
GENERAL PROVISIONS

- A. The parties agree to perform all activities described in this MOU when House Bill 921 takes effect, or as soon thereafter as becomes practicable.
- B. This MOU shall inure to the benefit of the SOS, DPS and the Registrar and their respective successors and assigns, and shall be binding upon the SOS, DPS and the Registrar and their respective successors and assigns.
- C. This MOU shall be governed as to its validity, construction and performance by the laws of the State of Mississippi.
- D. Information privacy and security standards and practices will utilize the highest common SOS, DPS, Registrar, State or Federal, law, rule, regulation or policy that may impact the information being shared, transmitted or stored between the parties.

ARTICLE III.
NOTICE & DESIGNATED AGENTS

- A. For purposes of implementing this section and all other sections of this MOU with regard to notice, the following individuals are hereby designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

SOS:

Doug Davis
Chief of Staff, Mississippi Secretary of State
P. O. Box 136
Jackson, MS 39205-0136
Phone: 601-359-6339
Fax: 601-359-1499

DPS:

Albert Santa Cruz
Commissioner, Mississippi Department of Public Safety
P. O. Box 958
Jackson, MS 39205-0958
Phone: 601-987-1490
Fax: 601-987-1493

Registrar:

Lee Westbrook
Madison County
Circuit Clerk's Office
Address: PO Drawer 1626
Canton MS 39046
Phone: 601-859-4365
Fax: 601-859-8555

- B. All notices given hereunder shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by U.S. Certified Mail, postage prepaid, return receipt requested, or by facsimile or by overnight courier with signed receipt and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV.
RELATIONSHIP OF THE PARTIES

- A. With respect to the SOS's, DPS's and Registrar's involvement in activities relating to the project, all parties covenant and agree that they will conduct themselves consistent with such status, and that they and their employees will neither hold themselves out as, nor

claim to be, officers or employees of any other party by reason hereof. The SOS and its employees and officials will not, by reason hereof, make any claim, demand or application or for any right or privilege applicable to any officer or employee of the Registrar's or DPS's office including, but not limited to, workers' compensation coverage, unemployment, insurance benefits, social security coverage, retirement membership or credit or any form of tax withholding whatsoever. Likewise, the Registrar and DPS and their employees and officials will not, by reason hereof, make any claim, demand or application or for any right or privilege applicable to any officer or employee of the SOS, including, but not limited to, workers' compensation coverage, unemployment, insurance benefits, social security coverage, retirement membership or credit or any form of tax withholding whatsoever.

- B. All notices, communications and correspondence between the Registrar, DPS and the SOS shall be directed to the designated agents shown above in Article III. All notices, communications and correspondence between the Registrar, DPS and the SOS shall be treated as confidential and not subject to disclosure.

ARTICLE V.
RESPONSIBILITIES FOR CLAIMS

- A. The Registrar and DPS will not be a party to any contract entered into by the SOS, other than this MOU, nor will the SOS be a party to any contract entered into by the Registrar or DPS.
- B. No provision of this MOU is intended, nor shall it be construed, to grant any right, title or interest to any party not a signatory hereto.
- C. The Registrar and all of its agents, officials and employees have no obligations or responsibilities toward the activities conducted under this MOU except those specifically stated herein, and have no authority to select, employ, supervise or control any contractor employed by SOS, or any employee, agent or official of SOS, its contractors or subcontractors.

ARTICLE VI.
MISCELLANEOUS

No modification of this MOU shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this MOU shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this MOU is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

ARTICLE VII.
TERMINATION

This MOU may be terminated only upon written agreement of the parties. Termination shall not, of itself, cancel any contract made in reliance upon the MOU which is underway at the time of termination.

ARTICLE VIII.
AUTHORITY TO CONTRACT

The SOS asserts that it has the authority to enter into this MOU. The DPS asserts that it has the authority to enter into this MOU. The Registrar asserts that it has the authority to enter into this MOU.

ARTICLE IX.
AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the SOS, DPS or the Registrar to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the SOS, the SOS shall have the right upon ten (10) working days written notice to the Registrar and DPS, to terminate this Agreement without damage, penalty, cost or expenses to the SOS of any kind whatsoever. The effective date of termination shall be specified in the notice of termination.

ARTICLE X.
REPRESENTATION REGARDING CONTINGENT FEES AND GRATUITIES

- A. The SOS, Registrar and DPS represent that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed.
- B. The SOS, Registrar and DPS represent that it has not violated, is not violating, and promise that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations. These Rules and Regulations may be viewed at www.mspb.gov.

SO AGREED, this the 20 day of November, 2013.

Mississippi Secretary Of State.

C. Delbert Hosemann, Jr.
C. Delbert Hosemann, Jr.

SO AGREED, this the 5th day of December, 2013.

Registrar of Madison County

By and through:

Lee Westbrook
Lee Westbrook, Registrar

SO AGREED, this the 20 day of November, 2013.

Mississippi Department of Public Safety

By and through:

Albert Santa Cruz
Albert Santa Cruz, Commissioner