



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Office of the Lieutenant Governor

DIVISION OF ELECTIONS
Office of the Director

240 Main Street, Suite 400
PO Box 110017
Juneau, Alaska 99811-0017
Main: 907.465.4611
Fax: 907.465.3202

January 24, 2024

Dear Ms. Stoneman ,

The Division of Elections (DOE) has completed the search you agreed to and paid for on October 16, 2023. The responsive records are attached. DOE has redacted information protected by Alaska law, the balance of the interests (BOI), and the attorney-client (AC) and deliberative-process (DP) privileges. *See, e.g., AS 15.07.195, AS 40.25.120(a)(4), Griswold v. Homer City Council*, 428 P.3d 180, 186–87 (Alaska 2018), *City of Kenai v. Kenai Peninsula Newspapers, Inc.*, 642 P.2d 1316, 1323 (Alaska 1982).

Because portions of the records you requested are redacted, this response constitutes a partial denial. 2 AAC 96.335(a). You may administratively appeal by complying with 2 AAC 96.340. An administrative appeal requires no appeal bond. Also, you may seek immediate judicial review by pursuing an injunction from the superior court under AS 40.25.125. Not pursuing an injunction will not adversely affect your rights before DOE, including in administratively appealing the denial. Enclosed are 2 AAC 96.335 – 2 AAC 96.350.

Sincerely,

A handwritten signature in blue ink, appearing to read "Carol Beecher".

Carol Beecher
Director
Alaska Division of Elections

cc: Thomas Flynn, Assistant Attorney General

From: Hamlin, Shane
Sent: Tuesday, January 31, 2023 10:11 AM AKST
To: Hamlin, Shane
CC: Haas, Ericka; Whitt, Sarah
Subject: NPR Request for Aggregate ERIC Report Statistics
Attachments: ERIC_FAQS_V1.3_01-20-2023.pdf, ERIC_Reports_Legal Protections_and_Disclosure_Matrix_06-06-2022.pdf

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

****Sent to the ERIC Board of Directors and Secondary Points of Contact****

Members,

Several of you have received a request from NPR for “aggregate” “state-specific summary statistics” on the number of records identified in the ERIC Cross-state Movers, In-State Updates (Movers), In-State Duplicates, and Deceased Voters reports they have received. In the request, NPR cites these statistics published on page 17 of [Washington’s 2021 Elections Report](#) as support that the requested info is public. Given NPR has submitted a request for these data a significant number of members, it’s possible they will contact more of you.

This communication serves to provide all of you with the guidance I already provided the members who reached out to me to discuss the request. Thank you to all those who have reached out to me. Everyone else, for my awareness, please let me know if your office receives this request. It’s very helpful to know what ERIC-related info or records requests are in play.

Guidance: The aggregate statistics NPR requested are not protected by any of the federal data handling laws that underly the ERIC Membership Agreement provisions that prohibit the release of ERIC Reports/Data. Releasing the requested data will not violate the ERIC Membership Agreement. That said, members should be prepared to address questions about how they processed the records identified in the reports, e.g., how many of the deceased voters that ERIC identified have you removed, etc.? These kinds of questions may come as a follow-up from NPR or from anyone who reads the story that may eventually be published.

As a reminder, we address the topic of protecting ERIC/Member data and reports in [Question 13 of our FAQ](#). The answer in this doc also links to a [handy chart](#) that summarizes the various data protection laws and regulations that apply to ERIC Reports. These documents are also attached. Finally, for your convenience, the full text of FAQ 13 is set forth below.

Thank you.

-Shane

Shane Hamlin | Executive Director
ERIC | Electronic Registration Information Center
1201 Connecticut Ave NW, Suite 600
Washington, DC 20036
(202) 695-3464

Q13. Is the ERIC organization or its member states permitted to share ERIC's List Maintenance and Eligible but Unregistered Reports with outside parties?

It depends on the report and applicable federal law. Because ERIC's List Maintenance and Eligible but Unregistered Reports are all created using licensing and identification data from motor vehicle departments (MVD) and because ERIC additionally relies on Limited Access Death Master File ("LADMF") data to create the Deceased Report, the two federal laws of central concern to ERIC are the Driver's Privacy Protection Act ("DPPA") and Section 203 of the Bipartisan Budget Act of 2013 and associated regulations administered by the National Technical Information Service ("LADMF Regulations"). MVD data is generally protected against release under the DPPA. LADMF data is generally protected from release during the three-calendar year period starting from the date of death. The ERIC Bylaws and Membership Agreement include provisions intended to ensure compliance with these federal laws. What follows explains ERIC's position on how these laws apply to each of ERIC's List Maintenance reports and its Eligible but Unregistered Report. This same information is summarized in [this chart](#).

In-State Movers, Cross-State Movers, and Eligible but Unregistered Reports and the DPPA: These reports are created by comparing voter registration data with MVD data, and the reports themselves contain MVD data from motor vehicle records. Under the DPPA, these reports cannot be released unless a statutory exception applies.

In-State Duplicate and Deceased Reports and the DPPA: MVD data plays an important role in creating these two ERIC list maintenance reports. Specifically, MVD data is used in the background to help strengthen the matches identified in these two reports, but such data does not actually appear in the reports. As part of its ongoing review of its data protection policies and procedures and applicable law, ERIC's position is that these two reports do not fall within the scope of the DPPA. This means members may, if they deem it appropriate, disclose data from the In-State Duplicate Reports and Deceased Reports (after the LADMF protection expires).

Deceased Report and the LADMF Regulations: The National Technical Information Service has certified ERIC to receive LADMF data for the purpose of preparing Deceased Reports for member states. The LADMF Regulations define LADMF data as death master file data for individuals who died within the three-calendar period beginning on the date of death. By way of example, this means that if an individual died on March 3, 2022, their data is protected until March 3, 2025. Once that period expires, the LADMF data becomes what the regulations call Open Access DMF data and is no longer protected. Therefore, under the LADMF regulations, neither ERIC nor its member are permitted to disclose data in the Deceased Reports within the three-year period of protection. Once that period expires, however, ERIC members may disclose unprotected data contained in Deceased Reports.



Electronic Registration Information Center (ERIC) FAQ

1. What is ERIC?

ERIC is a public charity non-profit membership organization comprised of 32 states and the District of Columbia. ERIC's mission is to assist states in improving the accuracy of America's voter rolls and increasing access to voter registration for all eligible citizens.

2. Who created ERIC?

State election officials from seven states formed ERIC in 2012, with assistance from The Pew Charitable Trusts. These seven states were Colorado, Delaware, Maryland, Nevada, Utah, Virginia, and Washington.

3. Which states are members of ERIC?

Thirty-two states and the District of Columbia are members of ERIC. A full membership list is available on the ERIC website – www.ericstates.org.

4. Who controls ERIC?

The states. The chief election official from each member state designates a Member Representative to the ERIC Board of Directors. Each Member Representative serves as a voting member of the board. For more on ERIC's governance and membership requirements, read the [ERIC Bylaws and Membership Agreement](#). Just looking for a quick overview? Check out the [ERIC Summary of Membership Guidelines and Procedures](#). Want to learn more about what a "chief election official" is? Check out this [guide](#).

5. How is ERIC Funded?

Member states fund ERIC. New members pay a one-time membership fee of \$25,000, which is earmarked to help cover expenses for technology upgrades and expansions necessary to support a growing membership. States also pay annual dues. Annual dues cover operating costs and are based, in part, on the citizen voting age population in each state. Thus, large states pay more in annual dues than small states. Members approve the dues and the annual budget. Dues for the 2022-23 fiscal year range from about \$26,000 to about \$116,000. ERIC's 2021-22 operating budget is about \$1,538,000. ERIC conducts annual independent audits of its financial statements.

6. Is ERIC made up of election officials from mostly one political party?

ERIC had seven founding members in 2012. Four of these were led by a Republican and three by a Democrat, when looking at the party affiliation of each state's chief election official. ERIC's current membership is divided almost evenly between states led by a Republican and states led by a Democrat, excluding states where the position is nonpartisan.

7. Why did election officials create ERIC?

Keeping voter rolls up to date is a challenge because, every day, voters move or die. Voters don't always remember to update their registration. ERIC was created to address these challenges. [Inaccurate, Costly, and Inefficient](#), published in 2012, found that approximately 1 out of 8 voter registrations in the U.S. were no longer valid or significantly inaccurate, more than 1.8 million deceased individuals were listed as voters, and approximately 2.75 million people had registrations in more than one state. Additionally, the report



estimated there were at least 51 million eligible U.S. citizens who were not registered - about 24 percent of the eligible population. The seven states that founded ERIC believed using state-of-the-art data matching technology, a robust data sharing program built on widely accepted information security standards, and an unprecedented commitment to cooperation would vastly improve their ability to maintain accurate voter rolls. It would also have the added benefit of allowing them to reach out to unregistered, but likely eligible, individuals far more accurately and efficiently than anyone else.

8. Why are accurate voter rolls so important?

As the official record of all eligible voters in a state, a state's voter registration rolls are the foundation of free, fair, and accurate elections. Most states are required by the federal National Voter Registration Act to "conduct a general program that makes a reasonable effort to remove the names of ineligible voters" from the rolls. States not subject to this federal law have state "list maintenance" laws aimed at keeping voter records up to date. Illegal voting is exceedingly rare but maintaining accurate voter rolls reduces the opportunity for such behavior and it helps build confidence in election outcomes.

9. What does ERIC do?

At least every 60 days, each member submits their voter registration data and licensing and identification data from motor vehicle departments (MVD) to ERIC. ERIC refers to these data as Member Data. ERIC's technical staff uses sophisticated data matching software to compare Member Data from all member states, sometimes with data from other sources, to create the following four "list maintenance" reports.

- 1) Cross-State Movers Report: Identifies voters who appear to have moved from one ERIC state to another using voter registration data and MVD data.
- 2) In-State Movers Report: Identifies voters who appear to have moved within the state using voter registration and MVD data.
- 3) Duplicate Report: Identifies voters with duplicate registrations in the same state using voter registration data.
- 4) Deceased Report: Identifies voters who have died using voter registration data and Social Security death data known as the Limited Access Death Master File.

In addition, ERIC offers three other reports:

- 1) Eligible but Unregistered Report: Identifies individuals who appear to be eligible but who are not yet registered by matching voter registration data against MVD data.
- 2) National Change of Address (NCOA) Report: Identifies voters who have moved using official data ERIC licenses from the US Postal Service.
- 3) Voter Participation Report: After each federal general election, states can request reports identifying voters who may have cast ballots in more than one state or more than one ballot in the same state.

More information about all of ERIC's reports is available in the [ERIC Bylaws and Membership Agreement](#).

10. What are member states required to do with the data ERIC provides?

ERIC's four list maintenance reports identify voters who have moved within the state, voters who have moved from one ERIC state to another, voters who have died, and voters with duplicate registrations in the state. These reports help states improve the accuracy of their voter lists. They must request at least one of



these reports at a minimum of once a year, though the ERIC Membership Agreement strongly encourages states to establish a regular schedule for requesting these reports.

At least once every two years Members are required to send voter registration information to potentially eligible residents who are not registered to vote, as identified in the report produced by comparing motor vehicle licensing data to voter data. This report helps increase access to voter registration for all eligible citizens. These mailings must be conducted by October 1 or 15 days before the state's voter registration deadline, whichever is earlier. These mailings clearly identify the state's voter eligibility requirements. Prior to conducting the mailing, states review the data to remove any known ineligible individuals, as per state law.

Members must act on all these reports in accordance with federal laws that protect the data contained within the reports, as well as with applicable state and federal laws regarding voter registration and voter list maintenance.

11. Why does ERIC need a state's voter registration and driver's licensing data?

Keeping voter rolls up to date is a challenge because voters move or die. Voters rarely remember to update their voter registration when they move or change their name, but they do update their license or ID with the motor vehicle licensing agency. While not perfect, driver's licensing data is official government data, and it is a reliable data source for identifying people who have moved or changed their name. It just makes sense to compare these data to voter data to spot out-of-date voter registrations. These data are also highly useful for comparing against Social Security death data to identify deceased voters more accurately. Learn more about how the organization compares data by reading [ERIC's Technology and Security Overview](#).

12. What steps does ERIC take to keep data secure?

Data privacy and security is the top priority for ERIC and its member states. [ERIC's Bylaws and Membership Agreement](#) include numerous provisions addressing the protection of the data states submit to ERIC and the data reports ERIC creates for the states. ERIC also follows an extensive set of security policies and procedures approved by the Board of Directors in its Information Security Management Plan. In 2017 and 2020, ERIC successfully completed a third-party review of how it handles protected data in the Social Security Limited Access Death Master File. In 2020, another independent cybersecurity assessment confirmed that ERIC complies with security standards. For more details about the organization's approach to data security and these assessments, read [ERIC's Technology and Security Overview](#).

13. Is the ERIC organization or its member states permitted to share ERIC's List Maintenance and Eligible but Unregistered Reports with outside parties?

It depends on the report and applicable federal law. Because ERIC's List Maintenance and Eligible but Unregistered Reports are all created using licensing and identification data from motor vehicle departments (MVD) and because ERIC additionally relies on Limited Access Death Master File ("LADMF") data to create the Deceased Report, the two federal laws of central concern to ERIC are the Driver's Privacy Protection Act ("DPPA") and Section 203 of the Bipartisan Budget Act of 2013 and associated regulations administered by the National Technical Information Service ("LADMF Regulations"). MVD data is generally protected against release under the DPPA. LADMF data is generally protected from release during the three-calendar year period starting from the date of death. The ERIC Bylaws and Membership Agreement include provisions intended to ensure compliance with these federal laws. What follows explains ERIC's



position on how these laws apply to each of ERIC's List Maintenance reports and its Eligible but Unregistered Report. This same information is summarized in [this chart](#).

In-State Movers, Cross-State Movers, and Eligible but Unregistered Reports and the DPPA:

These reports are created by comparing voter registration data with MVD data, and the reports themselves contain MVD data from motor vehicle records. Under the DPPA, these reports cannot be released unless a statutory exception applies.

In-State Duplicate and Deceased Reports and the DPPA:

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Deceased Report and the LADMF Regulations:

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14. Is ERIC connected to state voter registration systems?

No. ERIC is not connected to any state system. ERIC is not a "national voter registration database." Read [ERIC's Technology and Security Overview](#) to learn more about how states securely submit data to ERIC and how states receive reports from ERIC in a secure manner.

15. Have ERIC members removed ineligible voters from their voter rolls?

Yes. States subject to the federal National Voter Registration Act are required to remove ineligible voters from the voter rolls. The ERIC Membership Agreement requires members to act on the reports it provides in a manner consistent with the law, including taking action to remove ineligible voters. The headline of a recent story about ERIC stated, "The Largest U.S. Counties Removed Only Zero to Two Ineligible Voters from Their Voter Rolls the Last 4 years." The story leads readers to believe these counties are in states that are members of ERIC. In fact, the counties listed are in states that are NOT members of ERIC.

ERIC Reports: Legal Protections and Disclosure

Report name and description	Is Motor Vehicle Department Data (MVD) in the report?	Are there other data sources in the report?	Is the data in the report protected under the Driver's Privacy Protection Act?	Do other Federal data protection laws apply to the data in the report?	Is there a legal requirement to withhold the report under federal data protection laws?
Eligible but Unregistered Identifies individuals with an active MVD record but who are not registered to vote	Yes	No	Yes	No	Yes
Cross-State Movers Identifies voters who appear to have a more recent voter registration/MVD record in another ERIC state	Yes	Voter Registration Data	Yes	No	Yes
In-State Movers Identifies voters who appear to have more recent activity in their MVD record, e.g., driver's license address appears more current	Yes	Voter Registration Data	Yes	No	Yes
In-State Duplicates Identifies voters with more than one voter registration in the same state	No	Voter Registration Data	No	No	No
Deceased Voters Identifies voters who appear on the Limited Access Death Master File (LADMF)	No	LADMF data	No	Yes, for 3 years from date of death under Bipartisan Budget Act of 2013/LADMF regulations.	Yes, for 3 years from date of death. No after expiration of 3-year period.

June 6, 2022

V.1.0

From: Hamlin, Shane
Sent: Tuesday, January 31, 2023 1:59 PM AKST
To: Thompson, Michaela R (GOV)
CC: Haas, Ericka; Whitt, Sarah; Steffen, Sally
Subject: RE: NPR Request for Aggregate ERIC Report Statistics

Thank you for letting me know, Michaela.

From: Thompson, Michaela R (GOV) <michaela.thompson@alaska.gov>
Sent: Tuesday, January 31, 2023 1:04 PM
To: Hamlin, Shane <shane.hamlin@ericstates.org>
CC: Haas, Ericka <ericka.haas@ericstates.org>; Whitt, Sarah <sarah.whitt@ericstates.org>
Subject: RE: NPR Request for Aggregate ERIC Report Statistics

Hi Shane,

Alaska also received this request from NPR yesterday afternoon.

Thank you,

Michaela R. Thompson

Acting Director
State of Alaska, Division of Elections
Absentee and Petition Office
Phone: (907) 270-2700
Fax: (907) 270-2780



CONFIDENTIALITY NOTICE: This communication with its content and any attachments may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

From: Hamlin, Shane <shane.hamlin@ericstates.org>
Sent: Tuesday, January 31, 2023 10:11 AM
To: Hamlin, Shane <shane.hamlin@ericstates.org>
CC: Haas, Ericka <ericka.haas@ericstates.org>; Whitt, Sarah <sarah.whitt@ericstates.org>
Subject: NPR Request for Aggregate ERIC Report Statistics

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****Sent to the ERIC Board of Directors and Secondary Points of Contact****

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Thank you.

-Shane

Shane Hamlin | Executive Director
ERIC | Electronic Registration Information Center
1201 Connecticut Ave NW, Suite 600
Washington, DC 20036
(202) 695-3464

www.ericstates.org

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From: acohen@nased.org
Sent: Wednesday, February 8, 2023 5:12 AM AKST
To: Thompson, Michaela R (GOV); 'Colleen Connor'; 'Guillermo Velasco'; karen.sellers@ky.gov; lauren.zyriek@sos.nj.gov; 'WOON Molly * SOS'; susan.beals@elections.virginia.gov; 'Soulek, Rachel'; 'Zebrowski.Stavisky, Kristen (ELECTIONS)'; hknapp@elections.sc.gov; 'Ryan Cowley'; stuart.holmes@sos.wa.gov; 'Mathis, Jessica'; 'Elrod, Jeff'
CC: Meagan.Wolfe@wisconsin.gov; 'Rob Rock'
Subject: RE: New NASED Member Programming
Attachments: Intro to NASED.msg
Importance: High

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning, everyone,

Just a quick reminder that **today at noon ET** is our first session for new NASED roster members, Intro to NASED. We'll be joined by current NASED President Meagan Wolfe (WI), Incoming NASED President Rob Rock (RI), 2019 NASED President Keith Ingram (TX), and Chris Thomas, one of the founding members of NASED, the former Election Director from Michigan, and NASED President in 1997 and 2013. I hope that even if you can't come for the whole thing, you'll stop by when you can.

Our hope for today's session is that you learn more about how NASED (both the organization and our members) can help you and make sure you know what NASED does and doesn't do. There won't be presentations, just discussion.

I'm hoping to get the next session in this series, Intro to CISA, on the calendar for late February/early March. I will also be reaching out to the Federal Voting Assistance Program, the Election Assistance Commission, and USPS.

Looking forward to seeing many of you later today!

Amy

The contents of this message, together with any attachments, are confidential and intended only for the use of the individual or entity to which they are addressed. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this message, or any attachment, is strictly prohibited. If you have received this message in error, please notify the original sender immediately by email and delete this message, along with any attachments, from your computer.

From: acohen@nased.org <acohen@nased.org>
Sent: Wednesday, January 18, 2023 12:00 PM
To: 'Thompson, Michaela R (GOV)' <michaela.thompson@alaska.gov>; 'Colleen Connor' <cconnor@azsos.gov>; 'Guillermo Velasco' <gvelasco@sos.idaho.gov>; karen.sellers@ky.gov; lauren.zyriek@sos.nj.gov; 'WOON Molly * SOS' <Molly.WOON@sos.oregon.gov>; elaine.jensen@state.sd.us; susan.beals@elections.virginia.gov; 'Zebrowski.Stavisky, Kristen (ELECTIONS)' <Kristen.Zebrowski.Stavisky@elections.ny.gov>; hknapp@elections.sc.gov; 'Ryan Cowley' <ryancowley@utah.gov>; stuart.holmes@sos.wa.gov; 'Mathis, Jessica' <jesmathis@pa.gov>
Cc: Meagan.Wolfe@wisconsin.gov; 'Rob Rock' <rrock@sos.ri.gov>

Subject: New NASED Member Programming

Importance: High

Good morning, all,

If you're receiving this email, it's because you are a new NASED Roster member in the last ~12-15 months. We are so glad to have you as part of the family!

Over the next few months, we're planning several introductory sessions for our new and newish roster members: the Cybersecurity and Infrastructure Security Agency (CISA), the US Postal Service and their law enforcement counterparts, the Federal Voting Assistance Program (FVAP), the Election Assistance Commission (EAC), and more. The goal of these sessions will be to introduce you to the national-level partners you will find yourselves working with. At the suggestion of the NASED Board, we are also planning an Intro to NASED session to provide an overview of what NASED is (and isn't), why we were created, and some of the ways our members have benefitted from the organization. All of these sessions are completely optional, but we hope you will find them valuable.

We're planning the Intro to NASED session before the upcoming conference to make sure those of you who have just started, especially, have an opportunity to ask what to expect at the conference and to make sure you already recognize a few faces when you arrive in DC. The session is scheduled for **Wednesday, February 8 from noon -1:30pm ET**. And you won't just be hearing from me! We'll be joined by current NASED President Meagan Wolfe (WI), Incoming NASED President Rob Rock (RI), 2019 NASED President Keith Ingram (TX), and Chris Thomas, one of the founding members of NASED, the former Election Director from Michigan, and NASED President in 1997 and 2013.

A calendar appointment is attached, but I'm happy to send directly if you have any trouble with it. I hope you're able to join us on the 8th and in DC!

Amy

Amy Cohen
Executive Director
National Association of State Election Directors
Direct: 202-434-8972
Follow us on Twitter [@NASEDorg!](#)

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Subject: Intro to NASED
Show Time As: Free
Organizer: Amy Cohen - NASED
Attendees: acohen@nased.org
Attachments: Webex_meeting.ics

Amy Cohen - NASED is inviting you to a scheduled Webex meeting.

Wednesday, February 8, 2023
12:00 PM | (UTC-05:00) Eastern Time (US & Canada) | 1 hr 30 mins

Join meeting <<https://nased1.webex.com/nased1/j.php?MTID=m495126744a5f50244a5ce62d5f2ea5ac>>

More ways to join:

Join from the meeting link

<https://nased1.webex.com/nased1/j.php?MTID=m495126744a5f50244a5ce62d5f2ea5ac>

Join by meeting number

Meeting number (access code): 2550 818 6191

Meeting password: nVpeGMn@395 (68734661 from phones and video systems)

Tap to join from a mobile device (attendees only)

<tel:1-844-621-3956,,*01*25508186191%2368734661%23*01*> 1-844-621-3956,,25508186191#68734661#

United States Toll Free

<tel:%2B1-646-992-2010,,*01*25508186191%2368734661%23*01*> +1-646-992-

2010,,25508186191#68734661# United States Toll (New York City)

Some mobile devices may ask attendees to enter a numeric password.

Join by phone

1-844-621-3956 United States Toll Free

+1-646-992-2010 United States Toll (New York City)

Global call-in numbers

<<https://nased1.webex.com/nased1/globalcallin.php?MTID=m94263d17c52c4e3c3419ba77eb6f7781>> | Toll-free calling restrictions <<https://cisco.com/go/tollfree-restrictions>>

Join from a video system or application

Dial 25508186191@nased1.webex.com <sip:25508186191@nased1.webex.com>

You can also dial 173.243.2.68 and enter your meeting number.

Need help? Go to <https://help.webex.com>

Subject: Intro to NASED
Location: <https://nased1.webex.com/nased1/j.php?MTID=m495126744a5f50244a5ce62d5f2ea5ac>
Start: Wednesday, February 8, 2023 8:00 AM AKST
End: Wednesday, February 8, 2023 9:30 AM AKST
Duration: 01:30:00
UID: c7ed301d-e693-463d-8b9a-f33d0e746810
Organizer: Amy Cohen - NASED
Attendees: acohen@nased.org

JOIN WEBEX MEETING

<https://nased1.webex.com/nased1/j.php?MTID=m495126744a5f50244a5ce62d5f2ea5ac>

Meeting number (access code): 2550 818 6191

Meeting password: nVpeGMn@395 (68734661 from phones and video systems)

TAP TO JOIN FROM A MOBILE DEVICE (ATTENDEES ONLY)

1-844-621-3956,,25508186191#68734661# tel:1-844-621-3956,,*01*25508186191%2368734661%23*01* United States Toll Free

+1-646-992-2010,,25508186191#68734661# tel:%2B1-646-992-2010,,*01*25508186191%2368734661%23*01* United States Toll (New York City)

Some mobile devices may ask attendees to enter a numeric password.

JOIN BY PHONE

1-844-621-3956 United States Toll Free

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<https://nased1.webex.com/nased1/globalcallin.php?MTID=m94263d17c52c4e3c3419ba77eb6f7781>

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JOIN FROM A VIDEO SYSTEM OR APPLICATION

Dial sip:25508186191@nased1.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Can't join the meeting?

<https://collaborationhelp.cisco.com/article/WBX000029055>

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From: Eudy, Heather D CIV DODHRA FVAP (USA)
Sent: Wednesday, February 8, 2023 11:21 AM AKST
To: Clay.helms@sos.alabama.gov; Thompson, Michaela R (GOV); Gail.Fenumiai@alaska.gov; cconnor@azsos.gov; Leslie.Bellamy@sos.arkansas.gov; jana.lean@sos.ca.gov; Judd.Choate@coloradosos.gov; administrative@votecnmi.gov.mp; ted.bromley@ct.gov; anthony.albence@delaware.gov; mevans@dcboe.org; Maria.Matthews@DOS.MyFlorida.com; bevans@sos.ga.gov; vote@gec.guam.gov; elections@hawaii.gov; Nicole.Fitzgerald; bmatthews@elections.il.gov; bking@iec.in.gov; anussmeyer@iec.in.gov; heidi.burhans@sos.iowa.gov; Bryan.Caskey@sos.ks.gov; karen.sellers@ky.gov; Sherri.Hadskey@sos.louisiana.gov; Julie.Flynn@maine.gov; Linda.Lamone@Maryland.gov; Michelle.Tassinari@sec.state.ma.us; BraterJ@Michigan.gov; david.maeda@state.mn.us; kyle.kirkpatrick@sos.ms.gov; chrissy.peters@sos.mo.gov; DCorson@mt.gov; wayne.bena@nebraska.gov; mwaschin@sos.nv.gov; patricia.piecuch@sos.nh.gov; lauren.zyriek@sos.nj.gov; Mandy.Vigil@state.nm.us; Kristen.Zebrowski.Stavisky@elections.ny.gov; karen.bell@ncsbe.gov; bnewby@nd.gov; agrandjean@ohiosecretaryofstate.gov; paul.ziriaux@elections.ok.gov; molly.woon@oregon.gov; jesmathis@pa.gov; frosado@cee.pr.gov; rrock@sos.ri.gov; robert.rapoza@elections.ri.gov; hknapp@elections.sc.gov; elaine.jensen@state.sd.us; Mark.Goins@tn.gov; kingram@sos.texas.gov; ryanowley@utah.gov; will.senning@vermont.gov; caroline.fawkes@vi.gov; susan.beals@elections.virginia.gov; stuart.holmes@sos.wa.gov; BWestfall@wvsos.com; Meagan.Wolfe@wisconsin.gov; elections@wyo.gov
CC: Wiedmann, J Scott (Scott) CIV DODHRA DPFSC (USA)
Subject: Grant Opportunity Open for Applications
Attachments: Grant Opportunity Open for Applications.msg.eml

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

From: Eudy, Heather D CIV DODHRA FVAP (USA)
Sent: Wednesday, February 8, 2023 11:21 AM AKST
To: Clay.helms@sos.alabama.gov; Thompson, Michaela R (GOV); Gail.Fenumiai@alaska.gov; cconnor@azsos.gov; Leslie.Bellamy@sos.arkansas.gov; jana.lean@sos.ca.gov; Judd.Choate@coloradosos.gov; administrative@votecnmi.gov.mp; ted.bromley@ct.gov; anthony.albence@delaware.gov; mevans@dcboe.org; Maria.Matthews@DOS.MyFlorida.com; bevans@sos.ga.gov; vote@gec.guam.gov; elections@hawaii.gov; Nicole.Fitzgerald; bmatthews@elections.il.gov; bking@iec.in.gov; anussmeyer@iec.in.gov; heidi.burhans@sos.iowa.gov; Bryan.Caskey@sos.ks.gov; karen.sellers@ky.gov; Sherri.Hadskey@sos.louisiana.gov; Julie.Flynn@maine.gov; Linda.Lamone@Maryland.gov; Michelle.Tassinari@sec.state.ma.us; BraterJ@Michigan.gov; david.maeda@state.mn.us; kyle.kirkpatrick@sos.ms.gov; chrissy.peters@sos.mo.gov; DCorson@mt.gov; wayne.bena@nebraska.gov; mwaschin@sos.nv.gov; patricia.piecuch@sos.nh.gov; lauren.zyriek@sos.nj.gov; Mandy.Vigil@state.nm.us; Kristen.Zebrowski.Stavisky@elections.ny.gov; karen.bell@ncsbe.gov; bnewby@nd.gov; agrandjean@ohiosecretaryofstate.gov; paul.ziriax@elections.ok.gov; molly.woon@oregon.gov; jesmathis@pa.gov; frosado@cee.pr.gov; rrock@sos.ri.gov; robert.rapoza@elections.ri.gov; hknapp@elections.sc.gov; elaine.jensen@state.sd.us; Mark.Goins@tn.gov; kingram@sos.texas.gov; ryanowley@utah.gov; will.senning@vermont.gov; caroline.fawkes@vi.gov; susan.beals@elections.virginia.gov; stuart.holmes@sos.wa.gov; BWestfall@wvsos.com; Meagan.Wolfe@wisconsin.gov; elections@wyo.gov
CC: Wiedmann, J Scott (Scott) CIV DODHRA DPFSC (USA)
Subject: Grant Opportunity Open for Applications

Good afternoon Election Directors,

As a follow-up to an email sent out a few weeks ago, this email is to inform you all that the Effective Absentee Systems for Elections (EASE) 3.0 grant is officially open for applications. The grant will be available for 45 days and will close on March 24, 2023. To review the grant opportunity please click here: <https://www.grants.gov/web/grants/view-opportunity.html?oppld=345475>

Additionally, all questions and/or requests for clarification regarding the grant opportunity should be addressed to the Grants Office point of contact: Ms. Heather Hay at heather.j.hay.civ@mail.mil

Thank you for all you do to serve our mutual UOCAVA voters.

Thank you,
Heather

Heather Eudy
State Legislative Affairs Specialist
Federal Voting Assistance Program
Department of Defense
Cell: 571-395-6134
Heather.d.eudy.civ@mail.mil


From: Thompson, Carol A (GOV)
Sent: Thursday, February 9, 2023 11:07 AM AKST
To: Thompson, Michaela R (GOV)
Subject: FW: Notice - Proposed Amendments to ERIC's Governing Docs
Attachments: Confidential Executive Summary and Proposed Amendments - ERIC Governing Docs 02-08-2023.pdf
Importance: High

Can you print this out double sided so I can read it on paper?

Thanks.

Carol A. Thompson
Division Operations Manager
State of Alaska, Division of Elections

North Fork Professional Building
1700 E. Bogard Road, Suite B 102
Wasilla, AK 99654-6565

 907-373-8952

 carol.thompson@alaska.gov

 www.elections.alaska.gov

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From: Hamlin, Shane <shane.hamlin@ericstates.org>
Sent: Wednesday, February 8, 2023 7:44 PM
To: Hamlin, Shane <shane.hamlin@ericstates.org>
Cc: Haas, Ericka <ericka.haas@ericstates.org>; Whitt, Sarah <sarah.whitt@ericstates.org>
Subject: Notice - Proposed Amendments to ERIC's Governing Docs
Importance: High

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Sent to the ERIC Board of Directors and Secondary Points of Contact.

Directors,

Pursuant to Article II, Section 10 of ERIC's Bylaws, set forth in full below, please consider this email the required submission of proposed amendments to ERIC's Bylaws and Membership Agreement for consideration at the 2023 ERIC Annual Board of Directors meeting. As I've previously communicated, this meeting will occur on February 19, 2023, at the Marriott Metro Center Hotel in Washington, DC. The calendar invitation I distributed includes additional details about the meeting.

Thank you,

-Shane

Shane Hamlin | Executive Director
ERIC | Electronic Registration Information Center
1201 Connecticut Ave NW, Suite 600
Washington, DC 20036
(202) 695-3464

www.ericstates.org

Article II, 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.



Proposed Amendments to ERIC's Bylaws and Membership Agreement

CONFIDENTIAL | pre-Decisional

February 8, 2023

Background

Since the last major revision to ERIC's Bylaws and Membership Agreement (governing documents) in November 2018, ERIC's Executive Director has been documenting and developing updates to ERIC's governing documents. Some of these are minor "housekeeping" changes, others would align ERIC's governing documents with operational reality – how various provisions work in the "real world" based on what the organization has learned since it was launched in 2012. Other changes are more substantial, though none would alter ERIC in a fundamental way. Critical among these are amendments that would strengthen and clarify the data protection provisions in the Membership Agreement. These are rooted in efforts of the Data Privacy Workgroup, which met in 2019 and who's worked was continued by the Executive Director and counsel thereafter. Finally, the Voter Participation Workgroup, formed in the Spring of 2022, made recommendations for improving the Voter Participation Report process. These recommendations are also reflected in the proposed amendments that follow.

For the purposes of this Executive Summary, all the above-referenced proposed changes, as well as other proposed amendments noted herein, are referred to as "Operational Enhancements."

In July 2022, a subset of ERIC members asked the membership to consider several "reform" proposals to ERIC's governing documents, including:

1. Repealing non-voting seats on the ERIC Board of Directors. (Bylaws)
2. Making the Eligible but Unregistered Report optional. (Membership Agreement)
3. Requiring all Members to submit voting history data for the Voter Participation Reports/request the reports. (Membership Agreement)
4. Strengthening list maintenance report requirements to more clearly align with the National Voter Registration Act. (Membership Agreement)
5. Clarifying and strengthening data privacy and protection provisions. (Membership Agreement)

The ERIC Executive Committee formed a workgroup¹ to evaluate the proposals and make recommendations to the board. The workgroup met seven (7) times between September 2022 and February 2023, engaging in a deliberative and thoughtful process throughout this months-long effort.

For the purposes of this Executive Summary, any of the above-referenced reforms included in the proposed amendments summarized herein are referred to as "Reform Proposals."

¹ Workgroup Members: Executive Committee - Chair Mandy Grandjean (OH), Vice Chair Jonathan Brater (MI), Treasurer Heidi Burhans (IA), Secretary David Maeda (MN), Committee Member Chrissy Peters (MO), and Committee Member Jonathan Marks (PA). Member Representatives Judd Clay Helms (AL), Choate (CO), Blake Evans (GA), and Mandy Vigil (NM).



Workgroup Recommendation:

The workgroup recommends the ERIC Membership approve the following:

- 1. Reform Proposal amendments that 1) repeal the non-voting seats on the Board of Directors, and 2) modify ERIC report requirements.** To summarize the changes to the reports at a high level, under the proposed model, all members, whether new or existing, must take each of the following reports at least once: cross-state movers, in-state movers, in-state duplicates, deceased report, eligible but unregistered report, and the voter participation report (unless a member is unable to certify that it can protect the data in the voter participation report under state law). After a member has taken and acted upon each of these reports once in accordance with the timelines laid out in the proposed provision, the member may request ERIC reports on a schedule of its choosing (if at all), in consultation with ERIC, and act on them as set forth in the draft provision. ERIC must annually publish a report detailing each Member's use of the ERIC reports for the preceding year.
- 2. The Operational Enhancement amendments to the Membership Agreement that 1) update and clarify data privacy and protection provisions in Section 4, 2) repeal Section 3 – Other Agency Data, and 3) repeal Section 8 and Exhibit C - Performance Data.**

The Executive Director also requests the board approve other Operational Enhancement amendments. These are generally housekeeping in nature and not substantive.

The above referenced amendments are summarized below. The amendments are set forth in full as attachments to this document—a “clean” version incorporating all of the proposed amendments and a “compare” version that highlights the proposed changes.

It is vital you read and discuss internally this Executive Summary and the attached proposed amendments. amendments. versions of ERIC's governing documents. All three documents are intended to be read together.

Requirements for amending ERIC's Bylaws and Membership Agreement.

ERIC Bylaws, Article VI, Section 5 specifies the requirements for amending the Bylaws and Membership Agreement, as follows:

“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.”

ERIC currently has 33 members. A motion to adopt amendments to the Bylaws requires 22 “yes” votes. A motion to adopt amendments to the Membership Agreement require 27 “yes” votes.





Executive Summary

The following summarizes the proposed amendments to ERIC’s governing documents. This summary identifies the relevant section of these documents, identifies the category of the amendment, and provides a brief statement describing the nature of the change. This summary is only a guide. As such, it is necessary to read it alongside the attached proposed amended “clean” and “compare” versions of the Bylaws and Membership agreement for the authoritative and complete language of each proposed provision.

Proposed Amendments to the Bylaws

In addition to harmonizing and clarifying revisions, the proposed amendments do the following:

1. Article II: Members (Operational Enhancement)
 - a. Strike unnecessary references to “ERIC” and other outdated verbiage.
 - b. Clarify the Membership Fee is “nonrefundable,” as it always has been.
2. Article III: Board of Directors (Reform Proposal, Operational Enhancement)
 - a. Repeal Sec. 3: Non-voting Seats on Board of Directors.
 - b. Strike unnecessary references to “ERIC” and other outdated verbiage.
3. Article IV: Committees (Reform Proposal, Operational Enhancement)
 - a. Repeal a reference to “non-voting members of the board of directors.”
 - b. Allow elected member of the Finance Committee to serve up to three, instead of two, consecutive one-year terms.
4. Article V: Officers, Agents and Employees (Operational Enhancement)
 - a. Repeal vague reference to performance data. Note that repeal of performance data requirements is proposed as part of amendments to the Membership Agreement.
5. Article VI: Miscellaneous (Operational Enhancement)
 - a. Emphasize ERIC’s commitment to privacy is rooted in and complies with federal law.

Proposed Amendments to the Membership Agreement

1. Recitations/ “Whereas” clauses (Operational Enhancement)
 - a. Clarify ERIC’s purpose is to improve voter registration in the U.S.
 - b. Remove obsolete references to “local government units” and “on at least a monthly basis” to describe the frequency of when ERIC will provide reports.
2. Section 2: Voter Files and Motor Vehicle Records (Operational Enhancement)
 - a. Clarify definition of “Member Data” to include voter registration data and Motor Vehicle Department (MVD) data.
 - b. Remove allowance/process for members to submit alternative data sources in lieu of MVD data.





- c. Clarify members may request more than one extension of the grace period to submit required data.
 - d. *Note:* Does NOT change current requirements to upload voter registration and MVD data at least once every sixty (60) days.
3. Section 3: State Agency Records (Operational Enhancement)
- a. Repeals this section. No member submits data from other agencies. ERIC has determined other agency data presents significant policy and technical challenges that cannot be mitigated at this time.
4. Section 4: Privacy; Use of Data (Operational Enhancement)
- a. This provision has been substantially re-written to align with ERIC’s longstanding approach to managing requests for reports and other information relating to ERIC. Well before the July 2022 reform proposals, ERIC had been working toward proposing amendments to the data privacy provisions. In June 2022, as part of this effort, ERIC updated its FAQs to outline its approach to protecting ERIC reports. Consistent with the FAQs, the proposed amendments are intended to accomplish several goals, including defining key terms such as “ERIC Reports” and “Third-Party Data”; identifying the legal basis for protecting each ERIC report; and clarifying member obligations and ERIC’s obligations regarding the use and protection of ERIC reports.
5. Section 5: State Voter Registration Systems (Reform Proposal [As Modified by the Workgroup])
- a. New preamble – explicitly identifies the purposes of the reports ERIC provides and better explains what ERIC does/why active use of ERIC is important.
 - b. Modifies existing requirements for requesting ERIC Reports
 - i. Requires new members to use all ERIC reports at least once. Sets a deadline for compliance.
 - ii. Requires current members to use any ERIC report they have not yet utilized. Sets a deadline for compliance.
 - iii. Permits a current member that has used all ERIC Reports at least once to request subsequent reports at its discretion, if at all. In essence, all reports become available “a la carte” style, subject to the specific requirements for each report.
 - iv. Any new or current member that cannot comply with the Voter Participation Report affirmation requirements is ineligible to receive the report and will not submit voting history data for the report. After using at least one Voter Participation Report, current members are not required to request this report or upload voter history data for the report.
 - v. The National Change of Address report remains optional and is excluded from the above requirements.
 - c. Modifies existing requirements and deadlines for acting on ERIC Reports
 - i. Specifies what actions a member must take on each ERIC report.
 - ii. Sets deadlines for taking the specified actions.



- iii. Requires members to certify compliance with these requirements.
 - d. Establishes a new requirement to provide “Accountability and Transparency.”
 - i. Requires ERIC to publish an annual report that summarizes each member’s utilization of the ERIC Reports for the preceding calendar year. The first report must be published in 2025.
 - ii. At a minimum, for each Member, the report must disclose the total number of ERIC reports requested, the specific reports requested, and the frequency by which such reports were requested throughout the preceding calendar year.
 - e. Modifies existing requirements for certifying compliance with ERIC Report requirements.
 - i. Requires the Executive Director to establish a process and deadline for certifying compliance. (The current compliance process is unmanageable and does not work well for ERIC or the members.)
 - ii. Establishes a new requirement that members certify compliance with the requirements for acting on the Duplicates and Deceased reports.
 - iii. Permits member staff other than the designated Member Representative to certify compliance.
 - f. Modifies existing process for deadline extensions.
 - i. Establishes a revised process and deadlines for requesting extensions to request, act on, and certify compliance with the requirements for each type of ERIC Report.
 - g. Modifies process and requirements regarding failure to request, act on, or certify compliance.
 - i. Creates a process to mitigate the risk a new member is automatically removed for unintentionally failing to request a report (and, therefore, act on it and certify compliance).
 - ii. Creates a process to address current members that fail to act on a report or certify compliance. This process accommodates the new proposed “a la carte” report request model available to members that have requested all available ERIC reports at least once.
 - h. Repeals existing provisions that require members to “use” “best efforts” to offer provisional ballots, provide online voter registration, and to “more fully” automate agency-based voter registration.
6. Section 6: Voter Participation Data (Reform Proposal [As Modified by the Workgroup], Operational Enhancement)
- a. Revises this section to conform with proposed changes to ERIC Report requirements summarized above.
 - b. Adds deadlines for submitting voter history data and completing internal investigations, as recommended by the Voter Participation Workgroup (Spring of 2022).



7. Section 8. Performance Data (Operational Enhancement)
 - a. Repeals this section. The intent of this section, and the accompanying Exhibit C, was to collect data over time that could be used to evaluate whether membership in ERIC improves voter registration and increases efficiencies in the voting process. ERIC is not collecting these data and several of the data points in Exhibit C are already reported to the U.S. Elections Assistance Commission for its “Election Administration and Voting Survey.” Program evaluation remains a vital goal and ERIC should develop and collect an updated set of performance data points in the future. Until then, repealing this section and the accompanying Exhibit align the Membership Agreement with operational reality.
8. Section 9. State Specific Requirements (Operational Enhancement)
 - a. Edited reference to the Exhibit designation in light of proposed repeal of Section 8 and its accompanying Exhibit.
9. Section 16. Communications; Notices. (Operational Enhancement)
 - a. Repeal requirement to maintain and distribute roster of Notice Details for each Member.
10. Section 17. Counterparts. (Operational Enhancement)
 - a. Clarifies the Membership Agreement may be signed via electronic signatures, as has always been the case.
11. Exhibits A & B (Operational Enhancements)
 - a. Revise membership signature page to ease completion of the form.
 - b. Modify high-level summary of the data fields that must be submitted to ERIC, reflecting more accurately the data ERIC receives. More detailed technical specifications, including data fields that must be included are provided to members as part of the technical onboarding process.

ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

BYLAWS

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Last updated on March 28, 2014; May 21, 2015; October 28, 2015; December 16, 2016; November 30, 2018; February 3, 2020; June 3, 2022

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ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

BYLAWS

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, 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 ~~ERIC~~ Executive Director who shall, in turn, notify the Membership.

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 Board of Directors, 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.

Section 4. Membership Fee. Upon admission and execution of the Membership Agreement, each member shall pay a one-time, non-refundable Membership Fee of \$25,000 to the

Corporation. With respect to individual members, the schedule for payment of the Membership Fee may be modified by the Board of Directors.

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 of Directors. The Dues Schedule may be amended, modified, or substituted by a vote of the Membership, however, the schedule for payment of dues by individual members may be modified by the Board of Directors. 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 Membership 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 and ERIC’s~~ Executive Director, who shall, in turn, notify the Membership. 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 Membership 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 herein or in the Membership Agreement. Such automatic removal shall be effective upon written notice by the Chair of the Board of Directors and/or ~~ERIC’s~~ 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 Board of Directors. The Board of Directors 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 Board of Directors 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 Board of Directors. The annual meeting 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 Board of Directors for annual and regular meetings and in the notice of meeting for special meetings. The Board of Directors 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 Membership shall be published following 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, ~~in the case of public meetings,~~ 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, ~~or upon request of the Executive Director.~~ 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. The Member Representative shall provide written notice to [ERIC'sthe](#) Executive Director of the proxy within a reasonable period of time in advance of the meeting of the members.

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. Appointment of Directors. All members of the Corporation have a right to appoint their Member Representative to serve as a director on the Board of Directors. Upon admission to Membership under Article II, Section 2 or in the event of a vacancy, member shall inform [ERIC'sthe](#) Executive Director in writing whether it wishes to have its Member Representative serve or continue to serve on the Board of Directors. Declining to have a Member Representative serve on the Board of Directors shall have no effect on the Member's other rights under these Bylaws, and such member shall have the right to appoint or reinstate their Member Representative to the Board of Directors at any time by providing written notice to [ERIC'sthe](#) Executive Director who shall, in turn, notify the Board of Directors.

~~**Section 3. Non-Voting Seats on Board of Directors.** The Board of Directors may include up to two non-voting members of the Board for individuals who are experts in voting and elections but not governmental employees. Such non-voting directors shall serve two-year, renewable terms.~~

~~**Section 4.**~~**Section 3. 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 5.**~~**Section 4. 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 of Directors.

~~**Section 6.**~~**Section 5. Vacancies.** If a Member Representative position on the Board of Directors becomes vacant for any reason including resignation or removal, the chief election

official shall appoint a replacement in accordance with Article II, section 1 and shall notify the Executive Director in writing whether it wishes to have its replacement Member Representative serve as a director on the Board of Directors.

~~Section 7.~~**Section 6. 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 of Directors shall be held at such times as may be fixed by the Board of Directors. Special meetings of the Board of Directors may be held at any time whenever called by the Chair of the Board, ~~any two~~ or more directors, or ~~ERIC's~~the Executive Director. Any Member Representative who is not a director may attend any meeting of the Board of Directors.

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 of Directors for annual and regular meetings and in the notice of meeting for special meetings. Minutes of any meeting of the Board of Directors shall be published following the meeting.

~~Section 8.~~**Section 7. Notice.** Annual and special meetings of the Board of Directors 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 9.~~**Section 8. 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 of Directors. Directors are not permitted to give a proxy to someone to act on his or her behalf with respect to actions of the Board of Directors.

~~Section 10.~~**Section 9. 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 of Directors 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 of Directors or such committee shall be filed with the minutes of the proceedings of the Board of Directors 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 11.~~Section 10. **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) approve or remove members; d) elect or remove officers; e) remove directors; f) elect ~~or remove non-voting members of the Board of Directors;~~ g) ~~elect~~ members of committees; h) hire or discharge an executive director; i) adopt an agreement of merger or consolidation; j) recommend to the Membership the sale, lease or exchange of all or substantially all of the Corporation's property and assets; or k) 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, except with respect to quorum. In the absence of a contrary provision established by the Board of Directors, 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 of Directors, and the Executive Director shall serve as a non-voting member of the Executive Committee (collectively the “*ex officio* members”). Vacancies in the *ex officio* membership of the Executive Committee shall be addressed in accordance with Article V.

(b) Elected Membership: In addition to the *ex officio* members, until the Membership reaches thirty-four, the Executive Committee shall include two voting members of the Board of Directors elected by the Board of Directors. When the Membership reaches thirty-five, the number of voting members of the Board of Directors serving on the Executive Committee shall increase to four, with the election of the additional members occurring within a reasonable time following the admission of the thirty-fifth member. Such committee members shall serve in this capacity for terms of one year, not to exceed two consecutive one-year terms. In the event of a vacancy among the elected membership of the Executive Committee, in accordance with subsection d below, the Executive Committee shall take reasonable steps to propose a replacement to fill the unexpired term of his or her predecessor.

(c) Chair of Executive Committee: The Chair of the Board of Directors 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 of Directors, 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 of Directors a slate of candidates for officer positions and elected members of the Executive and Finance Committees, including in the event of a vacancy, and the Executive Director; and, in consultation with the Finance Committee, reviewing the compensation and performance of 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 [or more](#) of its members. Actions of the Executive Committee shall be reported to the Board of Directors.

Section 7. Finance Committee.

(a) Ex Officio Membership: The Finance Committee shall consist of the Treasurer and Secretary of the Board of Directors, and the Executive Director shall serve as a non-voting member of the Finance Committee (collectively, the “*ex officio* members”). Vacancies in the *ex officio* membership of the Finance Committee shall be addressed in accordance with Article V.

(b) Elected Membership: The Finance Committee shall include one voting member of the Board of Directors elected by the Board. This committee member shall serve in this capacity for terms of one year, not to exceed [twothree](#) consecutive one-year terms. In the event the voting member position on the Finance Committee becomes vacant, in accordance with subsection d below, the Executive Committee shall take reasonable steps to propose a replacement to fill the unexpired term of his or her predecessor.

(c) Chair of Finance Committee: The Treasurer shall be the Chair of the Finance Committee.

(d) Role and Powers of Finance Committee: Except as set forth in Article IV, Section 1 above, or as otherwise proscribed by the Board, the Finance Committee shall have the authority to exercise all powers of the Board of Directors between meetings of the Board. The Finance Committee will assist the Board of Directors with its financial oversight responsibilities including reviewing and recommending approval of the annual operating budget; reviewing periodic financial reports; and overseeing the management of financial assets and audits. The Finance Committee shall hold regular meetings at such times as it shall determine and special meetings as requested by any of its members. Actions of the Finance Committee shall be reported to the Board of Directors.

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, the Executive Director, and may include such other officers as may be deemed necessary.

Section 2. Term of Office, Vacancies and Removal. The officers, other than the Immediate Past Chair and the Executive Director, shall be elected by the Board of Directors from among its membership at the annual meeting of the Board. The Board of Directors 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 of Directors 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 of Directors may fill such vacancy. Any officer so appointed or elected shall serve only until such time as the unexpired term of his or her predecessor shall have expired unless re-elected by the Board of Directors. Any officer may be removed by a vote of the majority of the entire Board of Directors 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 of Directors.

(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 and members, 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 oversee the custody of the corporate seal of the Corporation, if any; and shall have authority to affix or cause to be affixed the same to any instrument requiring it; and, when so affixed, it may be attested by his or her signature. The Board of Directors 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 be chair of the Finance Committee. The treasurer shall oversee 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 or cause to be deposited 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 of Directors, ~~and at the annual membership meeting~~, the Treasurer shall render or cause to be provided a statement of accounts. The Treasurer shall at all reasonable times exhibit or cause to be exhibited the books and accounts to any officer or director of the Corporation, and shall perform or cause to be performed all duties incident to the office of Treasurer, subject to the supervision of the Board of Directors, and such other duties as shall from time to time be assigned by the Board. The Treasurer shall, if required by the Board of Directors, 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 of Directors; 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 of Directors 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 of Directors 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~~ in the custody of the Executive Director (1) correct and complete books and records of accounts, (2) minutes of the proceedings of its Board of Directors, members, 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, in accordance with federal law.

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~~improvements to voter registration 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~~Director 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”):~~Registration Data and Motor Vehicle Department 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 the following data to ERIC: (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, ("Voter Registration Data"), and (2) all licensing or identification records ~~contained in the from~~ motor vehicles ~~database departments~~ (excluding those fields unrelated to voter eligibility, such as fields related to an individual's driving record), including those fields identified in Exhibit B: ("MVD Data"). 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 requests to the Executive Director of ERIC for a reasonable extensionextensions of the grace period deadline if Member is unable to meet that deadlineupload Member Data 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. If a grace period expires without a transmission to ERIC of Member Data from the Member, the Member shall be automatically removed from membership in accordance with the Bylaws.~~

EXHIBIT A

- ~~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 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.~~
- ~~3. Use and Protection of Data: The ERIC Reports, Member Data, Third-Party Data, 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 Information.~~
 - ~~a. Definitions. The following definitions pertain to this Section and the Agreement as a whole.~~
 - ~~i. ERIC (“Reports: Using Member Data (defined in Section 2 of this Agreement) and, in some cases, data from third-party sources, ERIC Data”) (Member Data, Additional Member Data and ERIC Data shall makes the reports described below available to its Members. These reports, in whole or in part, shall be collectively referred to in this Agreement as “Data”) in its possession. The Member ERIC Reports.”~~
 - ~~A. Eligible but Unregistered Report: This report identifies individuals who appear to be eligible to register to vote in a member state but who do not appear to be registered. This report contains MVD Data and Voter Registration Data.~~
 - ~~B. Cross-State Movers Report: This report identifies voters who appear to have moved from one ERIC member state to another ERIC member state. This report contains MVD Data and Voter Registration Data.~~
 - ~~C. In-State Movers Report: This report identifies voters who appear to have moved within the member state or who have updated their contact information. This report contains MVD Data and Voter Registration Data.~~
 - ~~D. Duplicate Report: This report identifies voters with duplicate registrations within the member state. This report contains Voter Registration Data. MVD Data is used to help strengthen the matches identified in this report but is not contained in the report.~~
 - ~~E. Deceased Report: This report identifies voters who may have died. This report is created using Social Security death data known as the~~

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Limited Access Death Master File (“LADMF”). This report contains Voter Registration Data that matches the LADMF Data. MVD Data is used to help strengthen the matches identified in this report but is not contained in the report.

F. **Voter Participation Report:** This report identifies voters who appear to have voted (1) more than once in the Member jurisdiction in the same election, (2) in more than one Member jurisdiction in the same election, or (3) on behalf of a deceased voter within the Member jurisdiction. This report contains MVD Data and Voter Registration Data. In addition, this report contains voter history data.

G. **National Change of Address (NCOA) Report (“NCOA Report”):** This report identifies voters who have moved using NCOALink data ERIC licenses from the United States Postal Service (“USPS”). There is no Member Data contained in this report.

ii. **Third-Party Data:** The LADMF data and the NCOALink data ERIC uses to create the Deceased Report and the NCOA Report, respectively, is collectively referred to herein as “Third-Party Data.”

iii. **ERIC Information:** Information relating to ERIC other than ERIC Reports, Member Data or Third-Party Data is collectively referred to herein as “ERIC Information.” By way of illustration only, ERIC Information includes, but is not limited to, ERIC governing documents, membership dues invoices, communications between the Member and ERIC, ERIC’s Information Security Management Plan, and documentation of ERIC’s federal tax-exempt status.

iv. **Records Request(s):** All requests to members for ERIC Reports, Member Data, Third-Party Data or ERIC Information, including but not limited to requests that invoke state public records laws or the National Voter Registration Act (“NVRA”), to which a member believes it has a legal obligation to respond or comply with shall be collectively referred to in the Agreement as “Records Request(s).”

b. Member Representations.

i. Member represents and warrants that ~~all uses and transmission~~the transmission of ~~Data originating from the Member Data~~ to ERIC and/or ERIC’s agents, contractors or subcontractors ~~comply fully with required~~ under this Agreement and its use of ERIC Reports is and shall continue to be conducted in compliance with applicable state, federal and local laws, rules, and regulations. ~~The~~

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- a.ii. Member shall not use or, transmit, sell, or disclose any ERIC Reports, Member Data, Third-Party Data or ERIC Information 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, supporting the operations of ERIC, and responding to Records Requests consistent with the terms of this Agreement.
- iii. Member shall use its best efforts to prevent the Unauthorized Use or Disclosure of Data—(defined in subsection (g)(i) below) of ERIC Reports, Member Data, Third-Party Data, or protected ERIC Information.
- c. Confidentiality of ERIC Reports. The Member agrees that the federal statutes and regulations identified below (“Federal Protections”) protect and prohibit the disclosure of certain ERIC Reports, Member Data, and Third-Party Data. The Member agrees to prevent disclosure of and otherwise protect the ERIC Reports, Member Data, and Third-Party Data in accordance with the Federal Protections, including when responding to Records Request(s), as more fully set forth below.
 - i. Driver’s Privacy Protection Act (“DPPA”): MVD is protected from disclosure under the DPPA, 18 U.S.C. § 2721 et seq, unless a statutory exception applies.
 - ii. LADMF Regulations: LADMF data is protected from disclosure under Section 203 of the Bipartisan Budget Act of 2013, 42 U.S.C. § 1306c, and associated regulations administered by the National Technical Information Service, 15 CFR Part 1110 (“LADMF Regulations”), during the three-calendar year period starting from the date of death. The National Technical Information Service has certified ERIC to receive LADMF data, which ERIC uses to prepare Deceased Reports for Members.
 - iii. NCOALink Regulations: The NCOALink data used to create the NCOA Report is generally protected from disclosure pursuant to ERIC’s license agreement with the USPS. The license agreement is expressly subject to and derived from federal statutory privacy provisions under the Nondisclosure of Lists of Names and Addresses Act, 39 U.S.C. § 412 and the Privacy Act, 5 U.S.C. § 552a (“NCOALink Regulations”).
- d. Release of ERIC Reports, Member Data, and Third-Party Data.
 - i. In accordance with the Federal Protections enumerated above, Member shall not release or disclose the following Reports in whole or in part:

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- A. **Cross-State Movers, In-State Movers, and Eligible but Unregistered Reports**, unless a valid DPPA statutory exception applies;
 - B. **Deceased Reports** or data contained therein during the three-year period of protection described above, unless the requestor is a “certified person” as set forth in the LADMF Regulations;
 - C. **NCOA Reports**; or
 - D. **Voter Participation Reports**, which, in addition to the Federal Protections, and as set forth above are prohibited from release under state law.
 - ii. In accordance with Federal Protections above, Member is permitted to release the following ERIC Reports:
 - A. **In-State Duplicate Report**; and
 - B. **Deceased Report** or data contained therein after the expiration of the three-year period of protection for the LADMF data described above.
- e. Process for Managing of Records Requests for ERIC Reports, Member Data, Third-Party Data, and ERIC Information.
 - i. When a Member receives Records Request(s) for ERIC Reports, Member Data, Third-Party Data or ERIC Information, Member shall notify and confer with the ERIC Executive Director before releasing any information in response to the Records Request(s). The purpose of this requirement is to advance the goals of (a) fostering open communication between ERIC and its Members regarding the disclosure of information relating to ERIC in accordance with this Agreement and the Federal Protections; (b) creating consistency across the Membership with respect to the handling of the release of information relating to ERIC; (c) allowing for the case-by-case assessment of requests, including whether the request is for information that might legally be protected from disclosure on grounds other than those outlined in subsection (c).
 - ii. Member shall not have an obligation under this Agreement to release an ERIC Report, Member Data, Third Party Data or ERIC Information in response to Records Request(s) even if authorized to do so under the Agreement, including, by way of example and not limitation, if the Member determines that doing so would violate an applicable law in Member’s jurisdiction.

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f. ERIC Representations.

- i. ERIC represents and warrants that it does not and shall not use or transmit any ERIC Reports, Member Data, Third-Party Data or ERIC Information for any purpose other than providing services to its Members. ERIC's services to its members includes, but is not limited to, undertaking research projects with the assistance of third-parties to help evaluate and assess ERIC, provided that such research is in accordance with its status as a non-partisan organization exempt from federal taxation under 501(c)(3) of the Internal Revenue Code. Before undertaking any such research project, the ERIC Executive Director shall obtain the approval of the Executive Committee. ERIC's services may also include responding to requests for information from third-parties.
- ii. ERIC represents and warrants that it does and shall use its best efforts to prevent an ERIC Unauthorized Disclosure (defined in subsection (g)(ii)) of ERIC Reports, Member Data, Third-Party Data or protected ERIC information.
- iii. If ERIC receives a request from a third-party for ERIC Reports, Member Data, Third-Party Data or ERIC Information, ERIC will generally refer the requestor to the relevant member(s), understanding that ERIC may provide the requestor with public information such as information relating to its status as a 501(c)(3) public charity. If ERIC otherwise determines it is legally obligated to respond directly to a third-party information request, it will do so in accordance with subsections (c) and (d), after first notifying the Executive Committee.

g. Unauthorized Use or Disclosure of Data.

- i. Member: Should there be an unauthorized or impermissible use, access, acquisition, or disclosure or transmission of Dataan ERIC Report, Member Data, Third-Party Data or protected ERIC Information, regardless of whether it is accidental or intentional (for example, Member intentionally sells, distributes, publishes or uses anyan ERIC DataReport for anya purpose other than election administration, including anya commercial purpose) or the responsibility ofby a third party (collectively, "Unauthorized Disclosure"), Member shall, withintake the following steps:
 - A. Notice to ERIC: Member shall report to the Executive Director of ERIC immediately upon learning of any Unauthorized Disclosure. ERIC will notify the entire Membership of the Unauthorized Disclosure within a reasonable period of time thereafter, but no less than as required under federal or state law.

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B. Member Legal Management of Unauthorized Disclosure: Where applicable, Member shall address the Unauthorized Disclosure in accordance with law and keep the ERIC Executive Director reasonably apprised of its efforts to do so and its progress.

b.C. ERIC Remediation Process: Within ninety (90) days of ERIC receiving notice of the Unauthorized Disclosure, Member shall (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, providesprovide 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 (or at a subsequent meeting as determined by the Executive Director of ERIC, in consultation with the Board Chair), following the Member's compliance with sub-sections (a) and (b) above, the Board 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 or losses related to or stemming from the Unauthorized Disclosure.

e. 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.

d.ii. Unauthorized Disclosure of Data/Indemnification-ERIC: Should there be an unauthorized disclosure of ~~motor vehicle data~~ Member Data, Third-Party Data, or ERIC Reports by ERIC, whether accidental or intentional or the responsibility of a third party ("ERIC Unauthorized Disclosure"), ERIC shall immediately give notice to Members, and take such other steps as required by law, insurance policies, and its incident response plan. ERIC shall keep the membership reasonably apprised of the steps it is taking to address the ERIC Unauthorized Disclosure. 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 attributable to a negligent act

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or omission by ERIC, capped at the limit of any applicable ERIC insurance policy.

h. Miscellaneous. 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.

4. Utilizing ERIC Reports to Improve the Accuracy of State Voter Rolls, Increase Access to Voter Registration, and Investigate Possible Cases of Illegal Voting.

ERIC securely analyzes Member Data and Third-Party Data in order to provide its Members with the ERIC Reports. Members use the ERIC Reports to improve the accuracy of their voter registration rolls, provide voter registration information to potentially eligible but unregistered individuals, and investigate possible cases of illegal voting. "Member Data" is defined in Section 2 of this Agreement. "Third-Party Data" and "ERIC Reports" are defined in Section 3 of this Agreement.

Well-timed, frequent, and effective use of ERIC Reports will result in more accurate and up to date voter rolls at any given time. Additionally, more eligible citizens will be registered to vote. ERIC recognizes that Members have other significant year-around legal obligations associated with conducting elections. In recognition of these complex conditions, Members must request and act on ERIC Reports as specified in this section, and in a manner that complies with applicable federal and state laws.

a. Requirements for requesting ERIC Reports; schedules and deadlines. For the purposes of this subsection, a Member's Date of Certification is the date established pursuant to Section 2(a) of this Agreement.

i. Initial Reports:

A. Each Member must request and act on an Eligible but Unregistered Report by October 1 or fifteen (15) days before the close of registration, whichever is earlier, of the first Federal General Election following the Member's Date of Certification. For the purposes of this requirement, close of registration means the earliest of the final day to register by mail or online. In furtherance of ERIC's mission and to maximize the value of the Eligible but Unregistered report, the Member must request and act on it during a year in which a Federal General Election occurs.

B. Each Member must request and act on a Cross-State Movers Report, an In-State Movers Report, a Duplicate Report, and a Deceased Report within 12 months of the Member's Date of Certification. To be clear, each Member must request and act on all four reports specified in this subsection within the 12-month deadline.

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C. Each Member must request a Voter Participation Report for the first Federal General Election following the Member's Date of Certification, unless the Member is deemed ineligible to receive this report pursuant to Section 5 of this Agreement.

ii. Subsequent Reports: NOTE: This section begins on next page.]

~~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 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~~

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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.

A. 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. After a Member requests and acts on the ERIC Reports specified in subsections (i)(A) and (i)(B) above, the Member may request the report in these subsections on a schedule deemed appropriate by the Member and upon which ERIC staff can reasonably provide the requested reports. Members must complete action on any ERIC Report received by the deadline for that report as specified in subsection (b). In furtherance of ERIC's mission, and to maximize the value of membership in ERIC, Members are strongly encouraged to utilize these reports as frequently as possible while complying with applicable federal and state laws.

B. After an eligible Member requests and acts on the initial Voter Participation Report, the Member may request these reports pursuant to Section 5 of this Agreement.

C. Any Member who has not requested and acted on an ERIC Report specified in subsections (i)(B) and (i)(C) at least once by the date this section is adopted must request and act on the report(s) not yet requested. For unrequested reports specified in subsection (i)(B), the member has 12 months from the date this section is adopted to comply with this requirement. For an unrequested Voter Participation Report, all Members not deemed ineligible must request it for the next Federal General Election in which it is available.

iii. National Change of Address Report: Each Member may request a National Change of Address Report any time following the Member's Date of Certification. Members are not required to request this report as a condition of membership.

b. Requirements for acting on ERIC Reports, deadlines for taking action.

This section addresses deadlines and required actions for the Eligible but Unregistered, Cross-State Movers, In-State Movers, Duplicates, and Deceased

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Reports. See Section 5 for the deadlines and requirements pertaining to the Voter Participation Reports.

i. Eligible but Unregistered Report:

- A. These reports must be used to provide voter registration information to potentially eligible but not yet registered individuals.
- B. When the Member receives an Eligible but Unregistered Report the Member must act on the report by, at a minimum, initiating contact with all individuals identified in the report deemed potentially eligible by the Member for the purposes of providing information on the most efficient way to register to vote, including the deadlines and eligibility requirements for registering as specified in applicable state or federal laws.
- C. For the purposes of this Agreement, “individuals identified in the report deemed potentially eligible by the Member” refers to the individuals who remain on the Contact List after the Member has used any other official federal, state, or local data sources, or records internal to the Member, to identify and remove from the contact list individuals who are not eligible pursuant to state law.
- D. For the purposes of this Agreement, “Contact List” refers to the final list of potentially eligible but unregistered individuals provided to the entity responsible for preparing the mailing (or any other form of contact) to the recipient of the voter registration information.
- E. Members may not remove from the Contact List any individual identified in the report who otherwise appears to be eligible to register under federal or state law.
- F. Members are not required to initiate contact with eligible or potentially eligible individuals more than once at the same address. Members are not required to contact any individual who has affirmatively confirmed their desire not to be contacted pursuant to this Agreement or who is otherwise ineligible to vote in the Member’s state.
- G. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.

ii. Cross-State and In-State Movers Reports:

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- A. These reports must be used to improve the accuracy of the Member's voter rolls.
- b.B. When a Member receives a Cross-State Movers or In-State Movers Report the Member must act on the report by, at a minimum, initiating contact with all voters identified in the report 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. This requirement does not prevent the Member from taking any other action on a voter record identified in these reports that may be required by federal or state law.
- C. ERIC recognizes Members may exclude from contact conducted in accordance with this subsection any voter identified in these reports where other official federal, state, or local data sources, or records internal to the Member, indicate the voter record is not out of date or inaccurate. Upon the request of the Executive Director, Members must provide to ERIC details on the excluded voter records.

~~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 91st 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*.~~

- ~~e. 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.~~

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D. Voter Participation Data. Each Member has ninety (90) days after the report was provided to initiate contact with all voters for whom data in the report indicates a record is inaccurate or out of date.

E. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.

iii. Duplicate and Deceased Voters Reports:

A. These reports must be used to improve the accuracy of the Member's voter rolls.

B. When a Member receives a Duplicate or Deceased Report the Member must act on the report by, at a minimum, resolving all duplicate registrations or removing all deceased voters identified in these reports. This requirement does not prevent the Member from taking any other action on a voter record identified in these reports that may be required by federal or state law.

C. ERIC recognizes Members may not act on any voter record identified in these reports where other official federal, state, or local data sources, or records internal to the Member, indicate the voter is not deceased or the record is not a duplicate. Upon the request of the Executive Director, Members must provide to ERIC details on these voter records.

D. Each Member has ninety (90) days after the report was provided to act on all voter records for which data in the Deceased Report indicates the voter is deceased or for whom the data in the Duplicates Report indicates a registration record is a duplicate.

E. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.

c. Accountability and Transparency. By July 1 of each year, the Executive Director must cause to be published a report of each Member's utilization of the ERIC Reports for the previous calendar year. At a minimum, for each Member, the report must disclose the total number of ERIC Reports requested, the specific ERIC Reports requested, and the frequency by which such ERIC Reports were requested throughout the preceding year. In consultation with the Executive Committee, the Executive Director may include other content related to how Members used ERIC in the preceding year. The first report will be published by July 31, 2025.

d. Certifying compliance with ERIC Report requirements.

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- i. The goals of certifying compliance with Subsection (b) are to 1) ensure Members take seriously their obligations to effectuate ERIC’s mission of improving the accuracy of state voter rolls and providing voter registration information to all eligible citizens, 2) hold Members accountable to the public and to other members of the organization, and 3) provide ERIC with information needed to evaluate its effectiveness.
- ii. In the manner and by the deadline prescribed by the Executive Director, Members must provide written certification to the Executive Director that the Member has or has not complied with the requirements for acting on the Cross-State Movers, In-State Movers, Duplicate, Deceased, Eligible but Unregistered, and Voter Participation Reports. In consultation with the Executive Committee, the Executive Director may ask Members to submit supplemental information that may be useful to evaluating ERIC’s effectiveness.
- iii. Upon advance written notice from the Member Representative, Member staff other than the designated Member Representative may certify compliance. Written notice must be submitted via email to the Executive Director not less than one (1) day prior to the Member submitting the certification.
- iv. ERIC recognizes some Members may, on occasion, be unable to certify compliance due to voter registration system limitations, technical difficulties, or other circumstances. These Members must communicate such limitations or circumstances in writing to the Executive Director at 30 days prior to the first certification deadline established by the Executive Director or as such circumstances arise at any point during membership in ERIC. The Executive Director will assess the circumstances preventing the certification and work with the Member to determine if there are acceptable alternatives to achieving the goals of the certification requirement. This determination is in the sole discretion of the Executive Director, though the Executive Director will consult with the Executive Committee during the assessment process.
- e. Deadline extensions to request a report, act on a report, or certify compliance with report requirements.
 - i. Eligible but Unregistered Reports:
 - A. Members may submit a written request for a reasonable extension to request their initial Eligible but Unregistered Report. The request must

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be submitted to the Executive Director not less than thirty (30) days before the applicable deadline. The request must set forth the reasons for the extension and provide a specific date when the report will be requested. Due to the inability to reschedule a Federal General Election, an extension must be based on and will only be granted in extraordinary circumstances.

B. Members may submit a written request for a brief extension to act on an initial or subsequent Eligible but Unregistered Report. The request must be submitted to the Executive Director not less than seven (7) days before the applicable deadline. The request must set forth the reasons for the extension and provide a specific date when contact will be initiated, except that the Member must initiate contact by a date that provides time for individuals on the Contact List to register and vote in the forthcoming Federal General Election.

C. Members may submit a written request for an extension to certify compliance with the requirements for this report in the manner and by the deadline established by the Executive Director pursuant to subsection (d).

ii. Cross-State and In-State Movers Reports:

A. Members may submit a written request for a reasonable extension to request or act on an initial Cross-State or In-State Movers report. The request must be submitted to the Executive Director not less than thirty (30) days before the 12-month deadline to request the report, or thirty (30) days before the deadline to initiate contact. The request must set forth the reasons an extension is needed and provide a specific date when the report will be requested, or contact will be initiated.

B. Members may submit a written request for a reasonable extension to act on a subsequent Cross-State or In-State Movers report. The request must be submitted to the Executive Director not less than thirty (30) days before the 90-day deadline. The request must set forth the reasons an extension is needed and provide a specific date when the report will be requested, or contact will be initiated.

C. Members may submit a written request for an extension to certify compliance with the requirements for these reports in the manner and by the deadline established by the Executive Director pursuant to subsection (d).

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iii. Deceased and Duplicates Reports:

- A. Members may submit a written request for a reasonable extension to request or act on voter records identified in an initial Deceased or Duplicates Report. The request must be submitted to the Executive Director not less than (30) days before the 12-month deadline to request the report, or thirty (30) days before the deadline to act on the report. The request must set forth the reasons an extension is needed and provide a specific date when the report will be requested, or action will be completed.
- B. Members may submit a written request for a reasonable extension to act on a subsequent Deceased or Duplicates Report. The request must be submitted to the Executive Director not less than thirty (30) days before the 90-day deadline. The request must set forth the reasons an extension is needed and provide a specific date when action will be completed.
- C. Members may submit a written request for an extension to certify compliance with the requirements for these reports in the manner and by the deadline established by the Executive Director pursuant to subsection (d).

iv. Voter Participation Reports.

- A. Members may submit a written request for a reasonable extension to complete its internal investigations arising from possible cases of illegal voting identified in a Voter Participation Report. The request must be submitted to the Executive Director not less than fifteen (15) days prior to the applicable deadline. The request must set forth the reasons for the extension request and provide a specific date when the internal investigations will be completed.
 - B. Members may submit a written request for an extension to certify compliance with the requirements for this report in the manner and by the deadline established by the Executive Director pursuant to subsection (d).
- v. The Executive Director has sole discretion on whether to grant an extension under this subsection or proceed to the applicable Member removal provisions in subsection (f). The Executive Director will inform

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the Executive Committee of all extension requests submitted pursuant to this section.

f. Failure to request and complete action on reports.

- i. The Executive Director must notify, or cause to be notified, in writing, a Member who appears to be at risk of missing a deadline to request its initial Cross-State Movers, In-State Movers, Duplicates, Deceased, Eligible but Unregistered, or Voter Participation Report. A Member who fails to request, act on, or certify any initial report by the applicable deadline, and who fails to request an extension on any of these requirements as provided in subsection (e), is automatically removed from ERIC Membership.
- ii. A Member who fails to act on or certify any of their subsequent ERIC Reports by the applicable deadlines, and who fails to request an extension as provided in subsection (e), may be suspended from receiving additional ERIC Reports. Whether to suspend access to additional reports, and the duration of such suspension, is in the sole discretion of the Executive Director. The Executive Director shall take into account the circumstances of the failure to complete the required action and failure to request an extension, including whether the Member appeared to otherwise be acting in good faith to comply with the applicable requirements. The Executive Director will inform the Executive Committee of any actions taken pursuant to this subsection.

5. Voter Participation Reports.

6.a. ERIC recognizes that the appearance of improper/illegal voting, allegations of improper/illegal voting, and actual improper/illegal voting undermines public confidence in the electoral process and election outcomes. ERIC can be a tool to identify potentially improper/illegal votes, and refer them to Members for further investigation consistent with each state's laws. For the purposes of this Agreement, "improper/illegal votes" means votes cast by an individual who may have voted more than once in the Member jurisdiction at the same election, voted in more than one Member jurisdiction at the same election, or voted on behalf of a deceased voter within the Member jurisdiction.

Upon the written request of a Member Representative, ERIC shall provide the Member with data identifying voters who appear to have cast improper votes in a preceding election. Members shall not be required to request these data. Use or acceptance of these data shall not be a condition of membership.

EXHIBIT A

- b. After completing an initial Voter Participation Report, eligible Members may request Voter Participation Reports following each Federal General Election as provided in subsection (c). An eligible Member is not required to request this report after they have requested and acted on their initial Voter Participation Report.
 - c. To receive ~~these data~~ the Voter Participation Report, Members ~~shall~~ must submit a written request to the Executive Director at least 30 calendar days before the applicable election. In the written request, the Member must: (1) specify the election for which it requests data identifying voters who appear to have cast improper votes, (2) affirm that it will submit to ERIC voting history data for the applicable election in a manner consistent with how voter files and motor vehicle records are submitted to ERIC, (3) affirm that it will accept the requested data from ERIC, (4) affirm that it will complete a reasonable internal investigation of any possible improper votes before publicly releasing information about the data, and (5) affirm that it can protect the confidentiality of the ~~individual-level data~~ Voter Participation Report, either by state law or administrative rule, until the internal investigation is complete and the findings are turned over to law enforcement.
 - d. Any Member unable to provide the affirmation required in c(5) is deemed ineligible to receive the Voter Participation Report and must submit to the Executive Director a written explanation of why the Member cannot provide the affirmation in c(5). Members deemed ineligible to receive this report, or who do not request the report, are not required to submit voting history data for use in preparing Voter Participation Reports.
 - e. A Member who requests a Voter Participation Report must submit to ERIC the required voting history data no later than 90 days from the date the Member certifies the applicable Federal General Election pursuant to the Member's state law. In consultation with the Executive Director, the Member may request a deadline extension to accommodate a recount(s) or other post-election activity required by state law that will prevent the member from providing the voting history data by the 90-day deadline.
 - f. A Member who requests a Voter Participation Report must refer all findings of credible cases of illegal voting to the appropriate law enforcement authorities, as designated by the Member's state law, no later than December 31 of the calendar year following the applicable Federal General Election or 180 days after the Member receives its final Voter Participation Report, whichever is later.
- 7.6. 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.
8. 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.~~

EXHIBIT A

~~7.~~ 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.C.~~

~~9.~~

~~10.8.~~ 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.

~~9.~~ 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.~~

~~10.~~ 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.~~

~~11.~~ 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 a majority vote of the entire Membership. 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.~~

~~14.12.~~ 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.

~~15.13.~~ 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.

~~14.~~ 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

EXHIBIT A

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.~~

~~17.~~15. 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. ~~This Agreement may be executed using electronic signatures.~~

16. 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.~~

~~19.~~17. Headings and Subsections. Section headings are provided for reference and do not constitute part of this Agreement.

~~20.~~18. 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: ERIC Executive Director
Address: _____ Address: _____
Phone: _____ Phone: _____
Fax: _____ Fax: _____
Email: _____

[MEMBER]

By: _____
Name: _____
Title: _____
Date: _____

Notice Details: With a copy to: (optional):
Name: _____ Name: _____
Title: _____ Title: _____
Address: _____ Address: _____
Phone: _____ Phone: _____
Fax: _____ Fax/Email: _____
Email: _____

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~~
- ~~10.8. Phone number~~
- ~~11.9. E-mail address or other electronic contact method~~

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)
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

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).

ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

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Last updated on March 28, 2014; May 21, 2015; October 28, 2015; December 16, 2016; November 30, 2018; February 3, 2020; June 3, 2022

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ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

BYLAWS

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, 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 Executive Director who shall, in turn, notify the Membership.

Section 2. Admission of Members. Any jurisdiction seeking membership shall apply to the Executive Director. 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 Board of Directors, 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.

Section 4. Membership Fee. Upon admission and execution of the Membership Agreement, each member shall pay a one-time, non-refundable Membership Fee of \$25,000 to the

Corporation. With respect to individual members, the schedule for payment of the Membership Fee may be modified by the Board of Directors.

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 of Directors. The Dues Schedule may be amended, modified, or substituted by a vote of the Membership, however, the schedule for payment of dues by individual members may be modified by the Board of Directors. 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 Membership 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 Executive Director, who shall, in turn, notify the Membership. 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 Membership 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 herein or in the Membership Agreement. Such automatic removal shall be effective upon written notice by the Chair of the Board of Directors and/or the 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 Board of Directors. The Board of Directors 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 Board of Directors for the transaction of 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 Board of Directors. The annual meeting 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 Board of Directors for annual and regular meetings and in the notice of meeting for special meetings. The Board of Directors 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 Membership shall be published following 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, in the case of public meetings, 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, a majority of the entire Membership, or upon request of the Executive Director. 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. The Member Representative shall provide written notice to the Executive Director of the proxy within a reasonable period of time in advance of the meeting of the members.

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. Appointment of Directors. All members of the Corporation have a right to appoint their Member Representative to serve as a director on the Board of Directors. Upon admission to Membership under Article II, Section 2 or in the event of a vacancy, member shall inform the Executive Director in writing whether it wishes to have its Member Representative serve or continue to serve on the Board of Directors. Declining to have a Member Representative serve on the Board of Directors shall have no effect on the Member's other rights under these Bylaws, and such member shall have the right to appoint or reinstate their Member Representative to the Board of Directors at any time by providing written notice to the Executive Director who shall, in turn, notify the Board of Directors.

Section 3. 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 4. 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 of Directors.

Section 5. Vacancies. If a Member Representative position on the Board of Directors becomes vacant for any reason including resignation or removal, the chief election official shall appoint a replacement in accordance with Article II, section 1 and shall notify the Executive Director in writing whether it wishes to have its replacement Member Representative serve as a director on the Board of Directors.

Section 6. 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 of Directors shall be held at such times as may be fixed by the Board of Directors. Special meetings of the Board of Directors may be held at any time whenever called by the Chair of the Board, two or more directors, or the Executive Director. Any Member Representative who is not a director may attend any meeting of the Board of Directors.

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 of Directors for annual and regular meetings and in the notice of meeting for special meetings. Minutes of any meeting of the Board of Directors shall be published following the meeting.

Section 7. Notice. Annual and special meetings of the Board of Directors 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 8. 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 of Directors. Directors are not permitted to give a proxy to someone to act on his or her behalf with respect to actions of the Board of Directors.

Section 9. 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 of Directors 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 of Directors or such committee shall be filed with the minutes of the proceedings of the Board of Directors 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 10. 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) approve or remove members; d) elect or remove officers; e) remove directors; 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, except with respect to quorum. In the absence of a contrary provision established by the Board of Directors, 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 of Directors, and the Executive Director shall serve as a non-voting member of the Executive Committee (collectively the “*ex officio* members”). Vacancies in the *ex officio* membership of the Executive Committee shall be addressed in accordance with Article V.

(b) Elected Membership: In addition to the *ex officio* members, until the Membership reaches thirty-four, the Executive Committee shall include two voting members of the Board of Directors elected by the Board of Directors. When the Membership reaches thirty-five, the number of voting members of the Board of Directors serving on the Executive Committee shall increase to four, with the election of the additional members occurring within a reasonable time following the admission of the thirty-fifth member. Such committee members shall serve in this capacity for terms of one year, not to exceed two consecutive one-year terms. In the event of a vacancy among the elected membership of the Executive Committee, in accordance with subsection d below, the Executive Committee shall take reasonable steps to propose a replacement to fill the unexpired term of his or her predecessor.

(c) Chair of Executive Committee: The Chair of the Board of Directors 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 of Directors, 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 of Directors a slate of candidates for officer positions and elected members of the Executive and Finance Committees, including in the event of a vacancy, and the Executive Director; and, in consultation with the Finance Committee, reviewing the compensation and performance of 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 or more of its members. Actions of the Executive Committee shall be reported to the Board of Directors.

Section 7. Finance Committee.

(a) Ex Officio Membership: The Finance Committee shall consist of the Treasurer and Secretary of the Board of Directors, and the Executive Director shall serve as a non-voting member of the Finance Committee (collectively, the “*ex officio* members”). Vacancies in the *ex officio* membership of the Finance Committee shall be addressed in accordance with Article V.

(b) Elected Membership: The Finance Committee shall include one voting member of the Board of Directors elected by the Board. This committee member shall serve in this capacity for terms of one year, not to exceed three consecutive one-year terms. In the event the voting member position on the Finance Committee becomes vacant, in accordance with subsection d below, the Executive Committee shall take reasonable steps to propose a replacement to fill the unexpired term of his or her predecessor.

(c) Chair of Finance Committee: The Treasurer shall be the Chair of the Finance Committee.

(d) Role and Powers of Finance Committee: Except as set forth in Article IV, Section 1 above, or as otherwise proscribed by the Board, the Finance Committee shall have the authority to exercise all powers of the Board of Directors between meetings of the Board. The Finance Committee will assist the Board of Directors with its financial oversight responsibilities including reviewing and recommending approval of the annual operating budget; reviewing periodic financial reports; and overseeing the management of financial assets and audits. The Finance Committee shall hold regular meetings at such times as it shall determine and special meetings as requested by any of its members. Actions of the Finance Committee shall be reported to the Board of Directors.

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, the Executive Director, and may include such other officers as may be deemed necessary.

Section 2. Term of Office, Vacancies and Removal. The officers, other than the Immediate Past Chair and the Executive Director, shall be elected by the Board of Directors from among its membership at the annual meeting of the Board. The Board of Directors 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 terms of one year, until the next annual meeting of the Board of Directors 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 of Directors may fill such vacancy. Any officer so appointed or elected shall serve only until such time as the unexpired term of his or her predecessor shall have expired unless re-elected by the Board of Directors. Any officer may be removed by a vote of the majority of the entire Board of Directors 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 of Directors.

(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 and members, 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 oversee the custody of the corporate seal of the Corporation, if any; and shall have authority to affix or cause to be affixed the same to any instrument requiring it; and, when so affixed, it may be attested by his or her signature. The Board of Directors 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 be chair of the Finance Committee. The treasurer shall oversee 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 or cause to be deposited 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 of Directors, the Treasurer shall render or cause to be provided a statement of accounts. The Treasurer shall at all reasonable times exhibit or cause to be exhibited the books and accounts to any officer or director of the Corporation, and shall perform or cause to be performed all duties incident to the office of Treasurer, subject to the supervision of the Board of Directors, and such other duties as shall from time to time be assigned by the Board. The Treasurer shall, if required by the Board of Directors, 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 of Directors; report on the progress of the Corporation's activities, 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 of Directors 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 of Directors 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 in the custody of the Executive Director (1) correct and complete books and records of accounts, (2) minutes of the proceedings of its Board of Directors, members, 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, in accordance with federal law.

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 improvements to voter registration in the United States; and

WHEREAS, ERIC seeks to lessen the burdens of government by facilitating the collaboration of states 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 in furthering its charitable and educational purposes by such states becoming members of ERIC and furnishing voter registration and other data to help ERIC understand the needs of states with respect to their use of voter registration systems, and assist state 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 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 Director 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 Registration Data and Motor Vehicle Department Data.
 - 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.

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- b. Within sixty (60) days of the Certification Date, and at least every sixty (60) days thereafter, the Member shall transmit the following data to ERIC: (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 (“Voter Registration Data”), and (2) all licensing or identification records from motor vehicles departments (excluding those fields unrelated to voter eligibility, such as fields related to an individual’s driving record), including those fields identified in Exhibit B (“MVD Data”). 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.
 - c. 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. Member may submit written requests to the Executive Director of ERIC for reasonable extensions of the grace period deadline if Member is unable to upload Member Data 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. If a grace period expires without a transmission to ERIC of Member Data from the Member, the Member shall be *automatically removed* from membership in accordance with the Bylaws.
3. Protection of ERIC Reports, Member Data, Third-Party Data, and ERIC Information.
- a. Definitions. The following definitions pertain to this Section and the Agreement as a whole.
 - i. ERIC Reports: Using Member Data (defined in Section 2 of this Agreement) and, in some cases, data from third-party sources, ERIC makes the reports described below available to its Members. These reports, in whole or in part, shall be collectively referred to in this Agreement as “ERIC Reports.”
 - A. **Eligible but Unregistered Report:** This report identifies individuals who appear to be eligible to register to vote in a member state but who do not appear to be registered. This report contains MVD Data and Voter Registration Data.
 - B. **Cross-State Movers Report:** This report identifies voters who appear to have moved from one ERIC member state to another ERIC member state. This report contains MVD Data and Voter Registration Data.
 - C. **In-State Movers Report:** This report identifies voters who appear to have moved within the member state or who have updated their contact information. This report contains MVD Data and Voter Registration Data.

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- D. **Duplicate Report:** This report identifies voters with duplicate registrations within the member state. This report contains Voter Registration Data. MVD Data is used to help strengthen the matches identified in this report but is not contained in the report.
- E. **Deceased Report:** This report identifies voters who may have died. This report is created using Social Security death data known as the Limited Access Death Master File (“LADMF”). This report contains Voter Registration Data that matches the LADMF Data. MVD Data is used to help strengthen the matches identified in this report but is not contained in the report.
- F. **Voter Participation Report:** This report identifies voters who appear to have voted (1) more than once in the Member jurisdiction in the same election, (2) in more than one Member jurisdiction in the same election, or (3) on behalf of a deceased voter within the Member jurisdiction. This report contains MVD Data and Voter Registration Data. In addition, this report contains voter history data.
- G. **National Change of Address (NCOA) Report (“NCOA Report”):** This report identifies voters who have moved using NCOALink data ERIC licenses from the United States Postal Service (“USPS”). There is no Member Data contained in this report.
- ii. Third-Party Data: The LADMF data and the NCOALink data ERIC uses to create the Deceased Report and the NCOA Report, respectively, is collectively referred to herein as “Third-Party Data.”
- iii. ERIC Information: Information relating to ERIC other than ERIC Reports, Member Data or Third-Party Data is collectively referred to herein as “ERIC Information.” By way of illustration only, ERIC Information includes, but is not limited to, ERIC governing documents, membership dues invoices, communications between the Member and ERIC, ERIC’s Information Security Management Plan, and documentation of ERIC’s federal tax-exempt status.
- iv. Records Request(s): All requests to members for ERIC Reports, Member Data, Third-Party Data or ERIC Information, including but not limited to requests that invoke state public records laws or the National Voter Registration Act (“NVRA”), to which a member believes it has a legal obligation to respond or comply with shall be collectively referred to in the Agreement as “Records Request(s).”
- b. Member Representations.

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- i. Member represents and warrants that the transmission of Member Data to ERIC or ERIC’s agents, contractors or subcontractors required under this Agreement and its use of ERIC Reports is and shall continue to be conducted in compliance with applicable state, federal and local laws, rules, and regulations.
 - ii. Member shall not use, transmit, sell, or disclose any ERIC Reports, Member Data, Third-Party Data or ERIC Information for any purpose other than the administration of elections under state or federal law, supporting the operations of ERIC, and responding to Records Requests consistent with the terms of this Agreement.
 - iii. Member shall use its best efforts to prevent the Unauthorized Disclosure (defined in subsection (g)(i) below) of ERIC Reports, Member Data, Third-Party Data, or protected ERIC Information.
- c. Confidentiality of ERIC Reports. The Member agrees that the federal statutes and regulations identified below (“Federal Protections”) protect and prohibit the disclosure of certain ERIC Reports, Member Data, and Third-Party Data. The Member agrees to prevent disclosure of and otherwise protect the ERIC Reports, Member Data, and Third-Party Data in accordance with the Federal Protections, including when responding to Records Request(s), as more fully set forth below.
- i. Driver’s Privacy Protection Act (“DPPA”): MVD is protected from disclosure under the DPPA, 18 U.S.C. § 2721 *et seq.*, unless a statutory exception applies.
 - ii. LADMF Regulations: LADMF data is protected from disclosure under Section 203 of the Bipartisan Budget Act of 2013, 42 U.S.C. § 1306c, and associated regulations administered by the National Technical Information Service, 15 CFR Part 1110 (“LADMF Regulations”), during the three-calendar year period starting from the date of death. The National Technical Information Service has certified ERIC to receive LADMF data, which ERIC uses to prepare Deceased Reports for Members.
 - iii. NCOALink Regulations: The NCOALink data used to create the NCOA Report is generally protected from disclosure pursuant to ERIC’s license agreement with the USPS. The license agreement is expressly subject to and derived from federal statutory privacy provisions under the Nondisclosure of Lists of Names and Addresses Act, 39 U.S.C. § 412 and the Privacy Act, 5 U.S.C. § 552a (“NCOALink Regulations”).
- d. Release of ERIC Reports, Member Data, and Third-Party Data.
- i. In accordance with the Federal Protections enumerated above, Member shall not release or disclose the following Reports in whole or in part:

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- A. **Cross-State Movers, In-State Movers, and Eligible but Unregistered Reports**, unless a valid DPPA statutory exception applies;
 - B. **Deceased Reports** or data contained therein during the three-year period of protection described above, unless the requestor is a “certified person” as set forth in the LADMF Regulations;
 - C. **NCOA Reports**; or
 - D. **Voter Participation Reports**, which, in addition to the Federal Protections, and as set forth above are prohibited from release under state law.
- ii. In accordance with Federal Protections above, Member is permitted to release the following ERIC Reports:
 - A. **In-State Duplicate Report**; and
 - B. **Deceased Report** or data contained therein after the expiration of the three-year period of protection for the LADMF data described above.
- e. Process for Managing of Records Requests for ERIC Reports, Member Data, Third-Party Data, and ERIC Information.
 - i. When a Member receives Records Request(s) for ERIC Reports, Member Data, Third-Party Data or ERIC Information, Member shall notify and confer with the ERIC Executive Director before releasing any information in response to the Records Request(s). The purpose of this requirement is to advance the goals of (a) fostering open communication between ERIC and its Members regarding the disclosure of information relating to ERIC in accordance with this Agreement and the Federal Protections; (b) creating consistency across the Membership with respect to the handling of the release of information relating to ERIC; (c) allowing for the case-by-case assessment of requests, including whether the request is for information that might legally be protected from disclosure on grounds other than those outlined in subsection (c).
 - ii. Member shall not have an obligation under this Agreement to release an ERIC Report, Member Data, Third Party Data or ERIC Information in response to Records Request(s) even if authorized to do so under the Agreement, including, by way of example and not limitation, if the Member determines that doing so would violate an applicable law in Member’s jurisdiction.

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f. ERIC Representations.

- i. ERIC represents and warrants that it does not and shall not use or transmit any ERIC Reports, Member Data, Third-Party Data or ERIC Information for any purpose other than providing services to its Members. ERIC's services to its members includes, but is not limited to, undertaking research projects with the assistance of third-parties to help evaluate and assess ERIC, provided that such research is in accordance with its status as a non-partisan organization exempt from federal taxation under 501(c)(3) of the Internal Revenue Code. Before undertaking any such research project, the ERIC Executive Director shall obtain the approval of the Executive Committee. ERIC's services may also include responding to requests for information from third-parties.
- ii. ERIC represents and warrants that it does and shall use its best efforts to prevent an ERIC Unauthorized Disclosure (defined in subsection (g)(ii)) of ERIC Reports, Member Data, Third-Party Data or protected ERIC information.
- iii. If ERIC receives a request from a third-party for ERIC Reports, Member Data, Third-Party Data or ERIC Information, ERIC will generally refer the requestor to the relevant member(s), understanding that ERIC may provide the requestor with public information such as information relating to its status as a 501(c)(3) public charity. If ERIC otherwise determines it is legally obligated to respond directly to a third-party information request, it will do so in accordance with subsections (c) and (d), after first notifying the Executive Committee.

g. Unauthorized Use or Disclosure of Data.

- i. Member: Should there be an unauthorized or impermissible use, access, acquisition, or disclosure or transmission of an ERIC Report, Member Data, Third-Party Data or protected ERIC Information, regardless of whether it is accidental or intentional (for example, Member intentionally sells, distributes, publishes or uses an ERIC Report for a purpose other than election administration, including a commercial purpose) or by a third party (collectively, "Unauthorized Disclosure"), Member shall, take the following steps:
 - A. **Notice to ERIC:** Member shall report to the Executive Director of ERIC immediately upon learning of any Unauthorized Disclosure. ERIC will notify the entire Membership of the Unauthorized Disclosure within a reasonable period of time thereafter, but no less than as required under federal or state law.

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- B. Member Legal Management of Unauthorized Disclosure:** Where applicable, Member shall address the Unauthorized Disclosure in accordance with law and keep the ERIC Executive Director reasonably apprised of its efforts to do so and its progress.
- C. ERIC Remediation Process:** Within ninety (90) days of ERIC receiving notice of the Unauthorized Disclosure, Member shall (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, provide 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 (or at a subsequent meeting as determined by the Executive Director of ERIC, in consultation with the Board Chair), following the Member's compliance with sub-sections (a) and (b) above, the Board 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) 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 or losses related to or stemming from the Unauthorized Disclosure.
- ii. Notice of Unauthorized Disclosure of Data/Indemnification-ERIC: Should there be an unauthorized disclosure of Member Data, Third-Party Data, or ERIC Reports by ERIC, whether accidental or intentional or the responsibility of a third party ("ERIC Unauthorized Disclosure"), ERIC shall immediately give notice to Members and take such other steps as required by law, insurance policies, and its incident response plan. ERIC shall keep the membership reasonably apprised of the steps it is taking to address the ERIC Unauthorized Disclosure. 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 attributable to a negligent act or omission by ERIC, capped at the limit of any applicable ERIC insurance policy.
- h. Miscellaneous. This provision 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.

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4. Utilizing ERIC Reports to Improve the Accuracy of State Voter Rolls, Increase Access to Voter Registration, and Investigate Possible Cases of Illegal Voting.

ERIC securely analyzes Member Data and Third-Party Data in order to provide its Members with the ERIC Reports. Members use the ERIC Reports to improve the accuracy of their voter registration rolls, provide voter registration information to potentially eligible but unregistered individuals, and investigate possible cases of illegal voting. “Member Data” is defined in Section 2 of this Agreement. “Third-Party Data” and “ERIC Reports” are defined in Section 3 of this Agreement.

Well-timed, frequent, and effective use of ERIC Reports will result in more accurate and up to date voter rolls at any given time. Additionally, more eligible citizens will be registered to vote. ERIC recognizes that Members have other significant year-around legal obligations associated with conducting elections. In recognition of these complex conditions, Members must request and act on ERIC Reports as specified in this section, and in a manner that complies with applicable federal and state laws.

a. Requirements for requesting ERIC Reports; schedules and deadlines. For the purposes of this subsection, a Member’s Date of Certification is the date established pursuant to Section 2(a) of this Agreement.

i. Initial Reports:

- A. Each Member must request and act on an Eligible but Unregistered Report by October 1 or fifteen (15) days before the close of registration, whichever is earlier, of the first Federal General Election following the Member’s Date of Certification. For the purposes of this requirement, close of registration means the earliest of the final day to register by mail or online. In furtherance of ERIC’s mission and to maximize the value of the Eligible but Unregistered report, the Member must request and act on it during a year in which a Federal General Election occurs.
- B. Each Member must request and act on a Cross-State Movers Report, an In-State Movers Report, a Duplicate Report, and a Deceased Report within 12 months of the Member’s Date of Certification. To be clear, each Member must request and act on all four reports specified in this subsection within the 12-month deadline.
- C. Each Member must request a Voter Participation Report for the first Federal General Election following the Member’s Date of Certification, unless the Member is deemed ineligible to receive this report pursuant to Section 5 of this Agreement.

ii. Subsequent Reports:

EXHIBIT A

- A. After a Member requests and acts on the ERIC Reports specified in subsections (i)(A) and (i)(B) above, the Member may request the report in these subsections on a schedule deemed appropriate by the Member and upon which ERIC staff can reasonably provide the requested reports. Members must complete action on any ERIC Report received by the deadline for that report as specified in subsection (b). In furtherance of ERIC's mission, and to maximize the value of membership in ERIC, Members are strongly encouraged to utilize these reports as frequently as possible while complying with applicable federal and state laws.
 - B. After an eligible Member requests and acts on the initial Voter Participation Report, the Member may request these reports pursuant to Section 5 of this Agreement.
 - C. Any Member who has not requested and acted on an ERIC Report specified in subsections (i)(B) and (i)(C) at least once by the date this section is adopted must request and act on the report(s) not yet requested. For unrequested reports specified in subsection (i)(B), the member has 12 months from the date this section is adopted to comply with this requirement. For an unrequested Voter Participation Report, all Members not deemed ineligible must request it for the next Federal General Election in which it is available.
- iii. National Change of Address Report: Each Member may request a National Change of Address Report any time following the Member's Date of Certification. Members are not required to request this report as a condition of membership.
- b. Requirements for acting on ERIC Reports, deadlines for taking action.

This section addresses deadlines and required actions for the Eligible but Unregistered, Cross-State Movers, In-State Movers, Duplicates, and Deceased Reports. See Section 5 for the deadlines and requirements pertaining to the Voter Participation Reports.

- i. Eligible but Unregistered Report:
 - A. These reports must be used to provide voter registration information to potentially eligible but not yet registered individuals.
 - B. When the Member receives an Eligible but Unregistered Report the Member must act on the report by, at a minimum, initiating contact with all individuals identified in the report deemed potentially eligible by the

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Member for the purposes of providing information on the most efficient way to register to vote, including the deadlines and eligibility

requirements for registering as specified in applicable state or federal laws.

- C. For the purposes of this Agreement, “individuals identified in the report deemed potentially eligible by the Member” refers to the individuals who remain on the Contact List after the Member has used any other official federal, state, or local data sources, or records internal to the Member, to identify and remove from the contact list individuals who are not eligible pursuant to state law.
 - D. For the purposes of this Agreement, “Contact List” refers to the final list of potentially eligible but unregistered individuals provided to the entity responsible for preparing the mailing (or any other form of contact) to the recipient of the voter registration information.
 - E. Members may not remove from the Contact List any individual identified in the report who otherwise appears to be eligible to register under federal or state law.
 - F. Members are not required to initiate contact with eligible or potentially eligible individuals more than once at the same address. Members are not required to contact any individual who has affirmatively confirmed their desire not to be contacted pursuant to this Agreement or who is otherwise ineligible to vote in the Member’s state.
 - G. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.
- ii. Cross-State and In-State Movers Reports:
- A. These reports must be used to improve the accuracy of the Member’s voter rolls.
 - B. When a Member receives a Cross-State Movers or In-State Movers Report the Member must act on the report by, at a minimum, initiating contact with all voters identified in the report in order to correct the inaccuracy or obtain information sufficient to inactivate or update the voter’s record. This requirement does not prevent the Member from taking any other action on a voter record identified in these reports that may be required by federal or state law.

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- C. ERIC recognizes Members may exclude from contact conducted in accordance with this subsection any voter identified in these reports where other official federal, state, or local data sources, or records internal to the Member, indicate the voter record is not out of date or inaccurate. Upon the request of the Executive Director, Members must provide to ERIC details on the excluded voter records.
 - D. Each Member has ninety (90) days after the report was provided to initiate contact with all voters for whom data in the report indicates a record is inaccurate or out of date.
 - E. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.
- iii. Duplicate and Deceased Voters Reports:
- A. These reports must be used to improve the accuracy of the Member's voter rolls.
 - B. When a Member receives a Duplicate or Deceased Report the Member must act on the report by, at a minimum, resolving all duplicate registrations or removing all deceased voters identified in these reports. This requirement does not prevent the Member from taking any other action on a voter record identified in these reports that may be required by federal or state law.
 - C. ERIC recognizes Members may not act on any voter record identified in these reports where other official federal, state, or local data sources, or records internal to the Member, indicate the voter is not deceased or the record is not a duplicate. Upon the request of the Executive Director, Members must provide to ERIC details on these voter records.
 - D. Each Member has ninety (90) days after the report was provided to act on all voter records for which data in the Deceased Report indicates the voter is deceased or for whom the data in the Duplicates Report indicates a registration record is a duplicate.
 - E. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.
- c. Accountability and Transparency. By July 1 of each year, the Executive Director must cause to be published a report of each Member's utilization of the ERIC Reports for the previous calendar year. At a minimum, for each Member, the report must disclose the total number of ERIC Reports requested, the specific ERIC Reports requested, and the frequency by which such ERIC Reports were requested

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throughout the preceding year. In consultation with the Executive Committee, the Executive Director may include other content related to how Members used ERIC in the preceding year. The first report will be published by July 31, 2025.

d. Certifying compliance with ERIC Report requirements.

- i. The goals of certifying compliance with Subsection (b) are to 1) ensure Members take seriously their obligations to effectuate ERIC's mission of improving the accuracy of state voter rolls and providing voter registration information to all eligible citizens, 2) hold Members accountable to the public and to other members of the organization, and 3) provide ERIC with information needed to evaluate its effectiveness.
- ii. In the manner and by the deadline prescribed by the Executive Director, Members must provide written certification to the Executive Director that the Member has or has not complied with the requirements for acting on the Cross-State Movers, In-State Movers, Duplicate, Deceased, Eligible but Unregistered, and Voter Participation Reports. In consultation with the Executive Committee, the Executive Director may ask Members to submit supplemental information that may be useful to evaluating ERIC's effectiveness.
- iii. Upon advance written notice from the Member Representative, Member staff other than the designated Member Representative may certify compliance. Written notice must be submitted via email to the Executive Director not less than one (1) day prior to the Member submitting the certification.
- iv. ERIC recognizes some Members may, on occasion, be unable to certify compliance due to voter registration system limitations, technical difficulties, or other circumstances. These Members must communicate such limitations or circumstances in writing to the Executive Director at 30 days prior to the first certification deadline established by the Executive Director or as such circumstances arise at any point during membership in ERIC. The Executive Director will assess the circumstances preventing the certification and work with the Member to determine if there are acceptable alternatives to achieving the goals of the certification requirement. This determination is in the sole discretion of the Executive Director, though the Executive Director will consult with the Executive Committee during the assessment process.

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- e. Deadline extensions to request a report, act on a report, or certify compliance with report requirements.
 - i. Eligible but Unregistered Reports:
 - A. Members may submit a written request for a reasonable extension to request their initial Eligible but Unregistered Report. The request must be submitted to the Executive Director not less than thirty (30) days before the applicable deadline. The request must set forth the reasons for the extension and provide a specific date when the report will be requested. Due to the inability to reschedule a Federal General Election, an extension must be based on and will only be granted in extraordinary circumstances.
 - B. Members may submit a written request for a brief extension to act on an initial or subsequent Eligible but Unregistered Report. The request must be submitted to the Executive Director not less than seven (7) days before the applicable deadline. The request must set forth the reasons for the extension and provide a specific date when contact will be initiated, except that the Member must initiate contact by a date that provides time for individuals on the Contact List to register and vote in the forthcoming Federal General Election.
 - C. Members may submit a written request for an extension to certify compliance with the requirements for this report in the manner and by the deadline established by the Executive Director pursuant to subsection (d).
 - ii. Cross-State and In-State Movers Reports:
 - A. Members may submit a written request for a reasonable extension to request or act on an initial Cross-State or In-State Movers report. The request must be submitted to the Executive Director not less than thirty (30) days before the 12-month deadline to request the report, or thirty (30) days before the deadline to initiate contact. The request must set forth the reasons an extension is needed and provide a specific date when the report will be requested, or contact will be initiated.
 - B. Members may submit a written request for a reasonable extension to act on a subsequent Cross-State or In-State Movers report. The request must be submitted to the Executive Director not less than thirty (30) days before the 90-day deadline. The request must set forth the reasons an

EXHIBIT A

extension is needed and provide a specific date when the report will be requested, or contact will be initiated.

- C. Members may submit a written request for an extension to certify compliance with the requirements for these reports in the manner and by the deadline established by the Executive Director pursuant to subsection (d).

iii. Deceased and Duplicates Reports:

- A. Members may submit a written request for a reasonable extension to request or act on voter records identified in an initial Deceased or Duplicates Report. The request must be submitted to the Executive Director not less than (30) days before the 12-month deadline to request the report, or thirty (30) days before the deadline to act on the report. The request must set forth the reasons an extension is needed and provide a specific date when the report will be requested, or action will be completed.
- B. Members may submit a written request for a reasonable extension to act on a subsequent Deceased or Duplicates Report. The request must be submitted to the Executive Director not less than thirty (30) days before the 90-day deadline. The request must set forth the reasons an extension is needed and provide a specific date when action will be completed.
- C. Members may submit a written request for an extension to certify compliance with the requirements for these reports in the manner and by the deadline established by the Executive Director pursuant to subsection (d).

iv. Voter Participation Reports.

- A. Members may submit a written request for a reasonable extension to complete its internal investigations arising from possible cases of illegal voting identified in a Voter Participation Report. The request must be submitted to the Executive Director not less than fifteen (15) days prior to the applicable deadline. The request must set forth the reasons for the extension request and provide a specific date when the internal investigations will be completed.
- B. Members may submit a written request for an extension to certify compliance with the requirements for this report in the manner and by

EXHIBIT A

the deadline established by the Executive Director pursuant to subsection (d).

- v. The Executive Director has sole discretion on whether to grant an extension under this subsection or proceed to the applicable Member removal provisions in subsection (f). The Executive Director will inform the Executive Committee of all extension requests submitted pursuant to this section.

f. Failure to request and complete action on reports.

- i. The Executive Director must notify, or cause to be notified, in writing, a Member who appears to be at risk of missing a deadline to request its initial Cross-State Movers, In-State Movers, Duplicates, Deceased, Eligible but Unregistered, or Voter Participation Report. A Member who fails to request, act on, or certify any initial report by the applicable deadline, and who fails to request an extension on any of these requirements as provided in subsection (e), is *automatically removed* from ERIC Membership.
- ii. A Member who fails to act on or certify any of their subsequent ERIC Reports by the applicable deadlines, and who fails to request an extension as provided in subsection (e), may be suspended from receiving additional ERIC Reports. Whether to suspend access to additional reports, and the duration of such suspension, is in the sole discretion of the Executive Director. The Executive Director shall take into account the circumstances of the failure to complete the required action and failure to request an extension, including whether the Member appeared to otherwise be acting in good faith to comply with the applicable requirements. The Executive Director will inform the Executive Committee of any actions taken pursuant to this subsection.

5. Voter Participation Reports.

- a. ERIC recognizes that the appearance of illegal voting, allegations of illegal voting, and actual illegal voting undermines public confidence in the electoral process and election outcomes. ERIC can be a tool to identify potentially illegal votes and refer them to Members for further investigation consistent with each state's laws. For the purposes of this Agreement, "illegal votes" means votes cast by an individual who may have voted more than once in the Member jurisdiction at the same election, voted in more than one Member jurisdiction at the same election, or voted on behalf of a deceased voter within the Member jurisdiction.

EXHIBIT A

- b. After completing an initial Voter Participation Report, eligible Members may request Voter Participation Reports following each Federal General Election as provided in subsection (c). An eligible Member is not required to request this report after they have requested and acted on their initial Voter Participation Report.
 - c. To receive the Voter Participation Report, Members must submit a written request to the Executive Director at least 30 calendar days before the applicable election. In the written request, the Member must: (1) specify the election for which it requests data identifying voters who appear to have cast improper votes, (2) affirm that it will submit to ERIC voting history data for the applicable election in a manner consistent with how voter files and motor vehicle records are submitted to ERIC, (3) affirm that it will accept the requested data from ERIC, (4) affirm that it will complete a reasonable internal investigation of any possible improper votes before publicly releasing information about the data, and (5) affirm that it can protect the confidentiality of the Voter Participation Report, either by state law or administrative rule, until the internal investigation is complete and the findings are turned over to law enforcement.
 - d. Any Member unable to provide the affirmation required in c(5) is deemed ineligible to receive the Voter Participation Report and must submit to the Executive Director a written explanation of why the Member cannot provide the affirmation in c(5). Members deemed ineligible to receive this report, or who do not request the report, are not required to submit voting history data for use in preparing Voter Participation Reports.
 - e. A Member who requests a Voter Participation Report must submit to ERIC the required voting history data no later than 90 days from the date the Member certifies the applicable Federal General Election pursuant to the Member's state law. In consultation with the Executive Director, the Member may request a deadline extension to accommodate a recount(s) or other post-election activity required by state law that will prevent the member from providing the voting history data by the 90-day deadline.
 - f. A Member who requests a Voter Participation Report must refer all findings of credible cases of illegal voting to the appropriate law enforcement authorities, as designated by the Member's state law, no later than December 31 of the calendar year following the applicable Federal General Election or 180 days after the Member receives its final Voter Participation Report, whichever is later.
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. State Specific Requirements. From time to time, legislation or implementing regulations enabling states to become members of ERIC will contain state-specific

EXHIBIT A

membership requirements not applicable to all Members. Such state-specific requirements are set forth in Exhibit C.

8. 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.
9. 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.
10. 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.
11. 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 a majority vote of the entire Membership. 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.
12. 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.
13. 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.
14. 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

EXHIBIT A

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.

15. 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. This Agreement may be executed using electronic signatures.
16. 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.
17. Headings and Subsections. Section headings are provided for reference and do not constitute part of this Agreement.
18. 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:

Name:
Title: ERIC Executive Director
Address:
Phone:
Email:

[MEMBER]

By: _____
Name: _____
Title: _____
Date: _____

Notice Details:

With a copy to (optional):

Name:	Name:
Title:	Title:
Address:	Address:
Phone:	Phone:
Email:	Email:

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
7. Current record status
8. Phone number
9. E-mail address or other electronic contact method

Exhibit C

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).

From: Hamlin, Shane
Sent: Thursday, February 9, 2023 4:14 PM AKST
To: Hamlin, Shane
CC: ERIC Board; ERIC Board 2; Sink, Tammy (VT); Steffen, Sally; Albence, Anthony (DE); Matthews, Bernadette (IL); Sellers, Karen (KY); Lamone, Linda (MD); Becker, David; Rock, Rob (RI); Hobday, Jeff (OH); McBurney, Gregory (RI); Dorsey, Melissa (MD); Senning, Will (VT); Bromley, Ted (CT); Westfall, Brittany (WV); Burhans, Heidi (IA); Burrows, Stacy (DC); Placencia, Kathy (RI); Kehoe, Robert (WI); Holmes, Stuart (WA); Wlaschin, Mark (NV); Hart, Kristi (TX); Ingram, Keith (TX); Whitt, Sarah; Wolfe, Meagan (WI); Bjornlund, Lori (VT); Spikula, Deanna (NV); Grandjean, Mandi (OH); Haas, Ericka; Peters, Chrissy (MO); McElyea, Staci (NV); Cowley, Ryan (UT)
Subject: Friendly Reminder - ERIC Open Mic re: Proposed Amendments (Option 1 of 2)

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Gentle Reminder – we’re convening 2 open mic calls on Friday, 2/10, for Q&A session and brief remarks. Expect a full briefing, including on the process, at the Board meeting. Please “sign-up” for one of the calls. Thanks!

-----Original Appointment-----

From: Hamlin, Shane
Sent: Wednesday, February 8, 2023 8:56 PM
To: Hamlin, Shane
Cc: ERIC Board; ERIC Board 2; Sink, Tammy; Steffen, Sally; Albence, Anthony J (Elect_COE); Matthews, Bernadette; Sellers, Karen R (SBE); linda.lamone@maryland.gov; David Becker; Rob Rock; Hobday, Jeffrey; Gregory McBurney; melissia.dorsey1@maryland.gov; Senning, Will; Bromley, Ted; Brittany Westfall; Burhans, Heidi; Stacy Burrows; Kathy Placencia; Kehoe, Robert Y - ELECTIONS; Holmes, Stuart; Mark Wlaschin; Kristi Hart; Keith Ingram; Whitt, Sarah; Wolfe, Meagan - ELECTIONS; Bjornlund, Lori; Deanna Spikula; Grandjean, Amanda; Haas, Ericka; Peters, Chrissy; Staci D. McElyea; ryancowley@utah.gov
Subject: ERIC Open Mic re: Proposed Amendments (Option 1 of 2)
When: Friday, February 10, 2023 10:00 AM-10:45 AM (UTC-08:00) Pacific Time (US & Canada).
Where: <https://us02web.zoom.us/j/84409479680?pwd=UU5EZEhtZVFYUmk4MIZMQTNwVHRLUT09>

Members,

This optional “open mic” meeting is intended to be a short Q&A opportunity. Workgroup members will be on the call and may speak to the amendments at their discretion. I plan to reserve a full briefing for the Board of Directors Meeting, but I will offer brief remarks. This meeting is closed to non-Member staff and the public.

Thanks,

Shane

Join Zoom Meeting

<https://us02web.zoom.us/j/84409479680?pwd=UU5EZEhtZVFYUmk4MIZMQTNwVHRLUT09>

Meeting ID: 844 0947 9680

Passcode: 958485

One tap mobile

+12532050468,,84409479680# US

+12532158782,,84409479680# US (Tacoma)

Dial by your location

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 408 638 0968 US (San Jose)

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 719 359 4580 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 646 876 9923 US (New York)

+1 646 931 3860 US

+1 689 278 1000 US

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

Meeting ID: 844 0947 9680

Find your local number: <https://us02web.zoom.us/j/84409479680>

From: Thompson, Michaela R (GOV)
Sent: Friday, February 10, 2023 2:05 PM AKST
To: Applebee, Josh M (GOV)
Subject: ERIC
Attachments: Confidential Executive Summary and Proposed Amendments - ERIC Governing Docs 02-08-2023.pdf

Hi Josh,

I wanted to make you aware that ERIC is updating their bylaws. They have released the proposed changes and these are to be voted on during the Board of Directors meeting on 2/19. If you have time I'd like to talk you through the changes that are being made so you and the Lt. Governor can be up to date.

Give me a call when you have time to discuss this or we can set up a time next week.

Thanks,

Michaela R. Thompson

Acting Director
State of Alaska, Division of Elections
Absentee and Petition Office
Phone: (907) 270-2700
Fax: (907) 270-2780



CONFIDENTIALITY NOTICE: This communication with its content and any attachments may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). If you are not the intended recipient, please contact the sender and destroy all copies of the communication.



Proposed Amendments to ERIC's Bylaws and Membership Agreement

CONFIDENTIAL | pre-Decisional

February 8, 2023

Background

Since the last major revision to ERIC's Bylaws and Membership Agreement (governing documents) in November 2018, ERIC's Executive Director has been documenting and developing updates to ERIC's governing documents. Some of these are minor "housekeeping" changes, others would align ERIC's governing documents with operational reality – how various provisions work in the "real world" based on what the organization has learned since it was launched in 2012. Other changes are more substantial, though none would alter ERIC in a fundamental way. Critical among these are amendments that would strengthen and clarify the data protection provisions in the Membership Agreement. These are rooted in efforts of the Data Privacy Workgroup, which met in 2019 and who's worked was continued by the Executive Director and counsel thereafter. Finally, the Voter Participation Workgroup, formed in the Spring of 2022, made recommendations for improving the Voter Participation Report process. These recommendations are also reflected in the proposed amendments that follow.

For the purposes of this Executive Summary, all the above-referenced proposed changes, as well as other proposed amendments noted herein, are referred to as "Operational Enhancements."

In July 2022, a subset of ERIC members asked the membership to consider several "reform" proposals to ERIC's governing documents, including:

1. Repealing non-voting seats on the ERIC Board of Directors. (Bylaws)
2. Making the Eligible but Unregistered Report optional. (Membership Agreement)
3. Requiring all Members to submit voting history data for the Voter Participation Reports/request the reports. (Membership Agreement)
4. Strengthening list maintenance report requirements to more clearly align with the National Voter Registration Act. (Membership Agreement)
5. Clarifying and strengthening data privacy and protection provisions. (Membership Agreement)

The ERIC Executive Committee formed a workgroup¹ to evaluate the proposals and make recommendations to the board. The workgroup met seven (7) times between September 2022 and February 2023, engaging in a deliberative and thoughtful process throughout this months-long effort.

For the purposes of this Executive Summary, any of the above-referenced reforms included in the proposed amendments summarized herein are referred to as "Reform Proposals."

¹ Workgroup Members: Executive Committee - Chair Mandy Grandjean (OH), Vice Chair Jonathan Brater (MI), Treasurer Heidi Burhans (IA), Secretary David Maeda (MN), Committee Member Chrissy Peters (MO), and Committee Member Jonathan Marks (PA). Member Representatives Judd Clay Helms (AL), Choate (CO), Blake Evans (GA), and Mandy Vigil (NM).



Workgroup Recommendation:

The workgroup recommends the ERIC Membership approve the following:

- 1. Reform Proposal amendments that 1) repeal the non-voting seats on the Board of Directors, and 2) modify ERIC report requirements.** To summarize the changes to the reports at a high level, under the proposed model, all members, whether new or existing, must take each of the following reports at least once: cross-state movers, in-state movers, in-state duplicates, deceased report, eligible but unregistered report, and the voter participation report (unless a member is unable to certify that it can protect the data in the voter participation report under state law). After a member has taken and acted upon each of these reports once in accordance with the timelines laid out in the proposed provision, the member may request ERIC reports on a schedule of its choosing (if at all), in consultation with ERIC, and act on them as set forth in the draft provision. ERIC must annually publish a report detailing each Member's use of the ERIC reports for the preceding year.
- 2. The Operational Enhancement amendments to the Membership Agreement that 1) update and clarify data privacy and protection provisions in Section 4, 2) repeal Section 3 – Other Agency Data, and 3) repeal Section 8 and Exhibit C - Performance Data.**

The Executive Director also requests the board approve other Operational Enhancement amendments. These are generally housekeeping in nature and not substantive.

The above referenced amendments are summarized below. The amendments are set forth in full as attachments to this document—a “clean” version incorporating all of the proposed amendments and a “compare” version that highlights the proposed changes.

It is vital you read and discuss internally this Executive Summary and the attached proposed amendments. amendments. versions of ERIC's governing documents. All three documents are intended to be read together.

Requirements for amending ERIC's Bylaws and Membership Agreement.

ERIC Bylaws, Article VI, Section 5 specifies the requirements for amending the Bylaws and Membership Agreement, as follows:

“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.”

ERIC currently has 33 members. A motion to adopt amendments to the Bylaws requires 22 “yes” votes. A motion to adopt amendments to the Membership Agreement require 27 “yes” votes.





Executive Summary

The following summarizes the proposed amendments to ERIC’s governing documents. This summary identifies the relevant section of these documents, identifies the category of the amendment, and provides a brief statement describing the nature of the change. This summary is only a guide. As such, it is necessary to read it alongside the attached proposed amended “clean” and “compare” versions of the Bylaws and Membership agreement for the authoritative and complete language of each proposed provision.

Proposed Amendments to the Bylaws

In addition to harmonizing and clarifying revisions, the proposed amendments do the following:

1. Article II: Members (Operational Enhancement)
 - a. Strike unnecessary references to “ERIC” and other outdated verbiage.
 - b. Clarify the Membership Fee is “nonrefundable,” as it always has been.
2. Article III: Board of Directors (Reform Proposal, Operational Enhancement)
 - a. Repeal Sec. 3: Non-voting Seats on Board of Directors.
 - b. Strike unnecessary references to “ERIC” and other outdated verbiage.
3. Article IV: Committees (Reform Proposal, Operational Enhancement)
 - a. Repeal a reference to “non-voting members of the board of directors.”
 - b. Allow elected member of the Finance Committee to serve up to three, instead of two, consecutive one-year terms.
4. Article V: Officers, Agents and Employees (Operational Enhancement)
 - a. Repeal vague reference to performance data. Note that repeal of performance data requirements is proposed as part of amendments to the Membership Agreement.
5. Article VI: Miscellaneous (Operational Enhancement)
 - a. Emphasize ERIC’s commitment to privacy is rooted in and complies with federal law.

Proposed Amendments to the Membership Agreement

1. Recitations/ “Whereas” clauses (Operational Enhancement)
 - a. Clarify ERIC’s purpose is to improve voter registration in the U.S.
 - b. Remove obsolete references to “local government units” and “on at least a monthly basis” to describe the frequency of when ERIC will provide reports.
2. Section 2: Voter Files and Motor Vehicle Records (Operational Enhancement)
 - a. Clarify definition of “Member Data” to include voter registration data and Motor Vehicle Department (MVD) data.
 - b. Remove allowance/process for members to submit alternative data sources in lieu of MVD data.





- c. Clarify members may request more than one extension of the grace period to submit required data.
 - d. *Note:* Does NOT change current requirements to upload voter registration and MVD data at least once every sixty (60) days.
3. Section 3: State Agency Records (Operational Enhancement)
- a. Repeals this section. No member submits data from other agencies. ERIC has determined other agency data presents significant policy and technical challenges that cannot be mitigated at this time.
4. Section 4: Privacy; Use of Data (Operational Enhancement)
- a. This provision has been substantially re-written to align with ERIC’s longstanding approach to managing requests for reports and other information relating to ERIC. Well before the July 2022 reform proposals, ERIC had been working toward proposing amendments to the data privacy provisions. In June 2022, as part of this effort, ERIC updated its FAQs to outline its approach to protecting ERIC reports. Consistent with the FAQs, the proposed amendments are intended to accomplish several goals, including defining key terms such as “ERIC Reports” and “Third-Party Data”; identifying the legal basis for protecting each ERIC report; and clarifying member obligations and ERIC’s obligations regarding the use and protection of ERIC reports.
5. Section 5: State Voter Registration Systems (Reform Proposal [As Modified by the Workgroup])
- a. New preamble – explicitly identifies the purposes of the reports ERIC provides and better explains what ERIC does/why active use of ERIC is important.
 - b. Modifies existing requirements for requesting ERIC Reports
 - i. Requires new members to use all ERIC reports at least once. Sets a deadline for compliance.
 - ii. Requires current members to use any ERIC report they have not yet utilized. Sets a deadline for compliance.
 - iii. Permits a current member that has used all ERIC Reports at least once to request subsequent reports at its discretion, if at all. In essence, all reports become available “a la carte” style, subject to the specific requirements for each report.
 - iv. Any new or current member that cannot comply with the Voter Participation Report affirmation requirements is ineligible to receive the report and will not submit voting history data for the report. After using at least one Voter Participation Report, current members are not required to request this report or upload voter history data for the report.
 - v. The National Change of Address report remains optional and is excluded from the above requirements.
 - c. Modifies existing requirements and deadlines for acting on ERIC Reports
 - i. Specifies what actions a member must take on each ERIC report.
 - ii. Sets deadlines for taking the specified actions.



- iii. Requires members to certify compliance with these requirements.
 - d. Establishes a new requirement to provide “Accountability and Transparency.”
 - i. Requires ERIC to publish an annual report that summarizes each member’s utilization of the ERIC Reports for the preceding calendar year. The first report must be published in 2025.
 - ii. At a minimum, for each Member, the report must disclose the total number of ERIC reports requested, the specific reports requested, and the frequency by which such reports were requested throughout the preceding calendar year.
 - e. Modifies existing requirements for certifying compliance with ERIC Report requirements.
 - i. Requires the Executive Director to establish a process and deadline for certifying compliance. (The current compliance process is unmanageable and does not work well for ERIC or the members.)
 - ii. Establishes a new requirement that members certify compliance with the requirements for acting on the Duplicates and Deceased reports.
 - iii. Permits member staff other than the designated Member Representative to certify compliance.
 - f. Modifies existing process for deadline extensions.
 - i. Establishes a revised process and deadlines for requesting extensions to request, act on, and certify compliance with the requirements for each type of ERIC Report.
 - g. Modifies process and requirements regarding failure to request, act on, or certify compliance.
 - i. Creates a process to mitigate the risk a new member is automatically removed for unintentionally failing to request a report (and, therefore, act on it and certify compliance).
 - ii. Creates a process to address current members that fail to act on a report or certify compliance. This process accommodates the new proposed “a la carte” report request model available to members that have requested all available ERIC reports at least once.
 - h. Repeals existing provisions that require members to “use” “best efforts” to offer provisional ballots, provide online voter registration, and to “more fully” automate agency-based voter registration.
6. Section 6: Voter Participation Data (Reform Proposal [As Modified by the Workgroup], Operational Enhancement)
- a. Revises this section to conform with proposed changes to ERIC Report requirements summarized above.
 - b. Adds deadlines for submitting voter history data and completing internal investigations, as recommended by the Voter Participation Workgroup (Spring of 2022).



7. Section 8. Performance Data (Operational Enhancement)
 - a. Repeals this section. The intent of this section, and the accompanying Exhibit C, was to collect data over time that could be used to evaluate whether membership in ERIC improves voter registration and increases efficiencies in the voting process. ERIC is not collecting these data and several of the data points in Exhibit C are already reported to the U.S. Elections Assistance Commission for its “Election Administration and Voting Survey.” Program evaluation remains a vital goal and ERIC should develop and collect an updated set of performance data points in the future. Until then, repealing this section and the accompanying Exhibit align the Membership Agreement with operational reality.
8. Section 9. State Specific Requirements (Operational Enhancement)
 - a. Edited reference to the Exhibit designation in light of proposed repeal of Section 8 and its accompanying Exhibit.
9. Section 16. Communications; Notices. (Operational Enhancement)
 - a. Repeal requirement to maintain and distribute roster of Notice Details for each Member.
10. Section 17. Counterparts. (Operational Enhancement)
 - a. Clarifies the Membership Agreement may be signed via electronic signatures, as has always been the case.
11. Exhibits A & B (Operational Enhancements)
 - a. Revise membership signature page to ease completion of the form.
 - b. Modify high-level summary of the data fields that must be submitted to ERIC, reflecting more accurately the data ERIC receives. More detailed technical specifications, including data fields that must be included are provided to members as part of the technical onboarding process.

ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

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ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

BYLAWS

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, 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 ~~ERIC~~ Executive Director who shall, in turn, notify the Membership.

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 Board of Directors, 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.

Section 4. Membership Fee. Upon admission and execution of the Membership Agreement, each member shall pay a one-time, non-refundable Membership Fee of \$25,000 to the

Corporation. With respect to individual members, the schedule for payment of the Membership Fee may be modified by the Board of Directors.

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 of Directors. The Dues Schedule may be amended, modified, or substituted by a vote of the Membership, however, the schedule for payment of dues by individual members may be modified by the Board of Directors. 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 Membership 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 and ERIC’s~~ Executive Director, who shall, in turn, notify the Membership. 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 Membership 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 herein or in the Membership Agreement. Such automatic removal shall be effective upon written notice by the Chair of the Board of Directors and/or ~~ERIC’s~~ 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 Board of Directors. The Board of Directors 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 Board of Directors 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 Board of Directors. The annual meeting 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 Board of Directors for annual and regular meetings and in the notice of meeting for special meetings. The Board of Directors 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 Membership shall be published following 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, in the case of public meetings, 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, or upon request of the Executive Director. 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. The Member Representative shall provide written notice to [ERIC'sthe](#) Executive Director of the proxy within a reasonable period of time in advance of the meeting of the members.

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. Appointment of Directors. All members of the Corporation have a right to appoint their Member Representative to serve as a director on the Board of Directors. Upon admission to Membership under Article II, Section 2 or in the event of a vacancy, member shall inform [ERIC'sthe](#) Executive Director in writing whether it wishes to have its Member Representative serve or continue to serve on the Board of Directors. Declining to have a Member Representative serve on the Board of Directors shall have no effect on the Member's other rights under these Bylaws, and such member shall have the right to appoint or reinstate their Member Representative to the Board of Directors at any time by providing written notice to [ERIC'sthe](#) Executive Director who shall, in turn, notify the Board of Directors.

~~**Section 3. Non-Voting Seats on Board of Directors.** The Board of Directors may include up to two non-voting members of the Board for individuals who are experts in voting and elections but not governmental employees. Such non-voting directors shall serve two-year, renewable terms.~~

~~**Section 4.**~~**Section 3. 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 5.**~~**Section 4. 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 of Directors.

~~**Section 6.**~~**Section 5. Vacancies.** If a Member Representative position on the Board of Directors becomes vacant for any reason including resignation or removal, the chief election

official shall appoint a replacement in accordance with Article II, section 1 and shall notify the Executive Director in writing whether it wishes to have its replacement Member Representative serve as a director on the Board of Directors.

~~Section 7.~~**Section 6. 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 of Directors shall be held at such times as may be fixed by the Board of Directors. Special meetings of the Board of Directors may be held at any time whenever called by the Chair of the Board, ~~any two~~ or more directors, or ~~ERIC's~~the Executive Director. Any Member Representative who is not a director may attend any meeting of the Board of Directors.

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 of Directors for annual and regular meetings and in the notice of meeting for special meetings. Minutes of any meeting of the Board of Directors shall be published following the meeting.

~~Section 8.~~**Section 7. Notice.** Annual and special meetings of the Board of Directors 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 9.~~**Section 8. 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 of Directors. Directors are not permitted to give a proxy to someone to act on his or her behalf with respect to actions of the Board of Directors.

~~Section 10.~~**Section 9. 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 of Directors 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 of Directors or such committee shall be filed with the minutes of the proceedings of the Board of Directors 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 11.~~Section 10. **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) approve or remove members; d) elect or remove officers; e) remove directors; f) elect ~~or remove non-voting members of the Board of Directors;~~ g) ~~elect~~ members of committees; h) hire or discharge an executive director; i) adopt an agreement of merger or consolidation; j) recommend to the Membership the sale, lease or exchange of all or substantially all of the Corporation's property and assets; or k) 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, except with respect to quorum. In the absence of a contrary provision established by the Board of Directors, 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 of Directors, and the Executive Director shall serve as a non-voting member of the Executive Committee (collectively the “*ex officio* members”). Vacancies in the *ex officio* membership of the Executive Committee shall be addressed in accordance with Article V.

(b) Elected Membership: In addition to the *ex officio* members, until the Membership reaches thirty-four, the Executive Committee shall include two voting members of the Board of Directors elected by the Board of Directors. When the Membership reaches thirty-five, the number of voting members of the Board of Directors serving on the Executive Committee shall increase to four, with the election of the additional members occurring within a reasonable time following the admission of the thirty-fifth member. Such committee members shall serve in this capacity for terms of one year, not to exceed two consecutive one-year terms. In the event of a vacancy among the elected membership of the Executive Committee, in accordance with subsection d below, the Executive Committee shall take reasonable steps to propose a replacement to fill the unexpired term of his or her predecessor.

(c) Chair of Executive Committee: The Chair of the Board of Directors 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 of Directors, 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 of Directors a slate of candidates for officer positions and elected members of the Executive and Finance Committees, including in the event of a vacancy, and the Executive Director; and, in consultation with the Finance Committee, reviewing the compensation and performance of 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 [or more](#) of its members. Actions of the Executive Committee shall be reported to the Board of Directors.

Section 7. Finance Committee.

(a) Ex Officio Membership: The Finance Committee shall consist of the Treasurer and Secretary of the Board of Directors, and the Executive Director shall serve as a non-voting member of the Finance Committee (collectively, the “*ex officio* members”). Vacancies in the *ex officio* membership of the Finance Committee shall be addressed in accordance with Article V.

(b) Elected Membership: The Finance Committee shall include one voting member of the Board of Directors elected by the Board. This committee member shall serve in this capacity for terms of one year, not to exceed [twothree](#) consecutive one-year terms. In the event the voting member position on the Finance Committee becomes vacant, in accordance with subsection d below, the Executive Committee shall take reasonable steps to propose a replacement to fill the unexpired term of his or her predecessor.

(c) Chair of Finance Committee: The Treasurer shall be the Chair of the Finance Committee.

(d) Role and Powers of Finance Committee: Except as set forth in Article IV, Section 1 above, or as otherwise proscribed by the Board, the Finance Committee shall have the authority to exercise all powers of the Board of Directors between meetings of the Board. The Finance Committee will assist the Board of Directors with its financial oversight responsibilities including reviewing and recommending approval of the annual operating budget; reviewing periodic financial reports; and overseeing the management of financial assets and audits. The Finance Committee shall hold regular meetings at such times as it shall determine and special meetings as requested by any of its members. Actions of the Finance Committee shall be reported to the Board of Directors.

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, the Executive Director, and may include such other officers as may be deemed necessary.

Section 2. Term of Office, Vacancies and Removal. The officers, other than the Immediate Past Chair and the Executive Director, shall be elected by the Board of Directors from among its membership at the annual meeting of the Board. The Board of Directors 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 of Directors 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 of Directors may fill such vacancy. Any officer so appointed or elected shall serve only until such time as the unexpired term of his or her predecessor shall have expired unless re-elected by the Board of Directors. Any officer may be removed by a vote of the majority of the entire Board of Directors 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 of Directors.

(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 and members, 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 oversee the custody of the corporate seal of the Corporation, if any; and shall have authority to affix or cause to be affixed the same to any instrument requiring it; and, when so affixed, it may be attested by his or her signature. The Board of Directors 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 be chair of the Finance Committee. The treasurer shall oversee 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 or cause to be deposited 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 of Directors, ~~and at the annual membership meeting~~, the Treasurer shall render or cause to be provided a statement of accounts. The Treasurer shall at all reasonable times exhibit or cause to be exhibited the books and accounts to any officer or director of the Corporation, and shall perform or cause to be performed all duties incident to the office of Treasurer, subject to the supervision of the Board of Directors, and such other duties as shall from time to time be assigned by the Board. The Treasurer shall, if required by the Board of Directors, 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 of Directors; 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 of Directors 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 of Directors 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~~ in the custody of the Executive Director (1) correct and complete books and records of accounts, (2) minutes of the proceedings of its Board of Directors, members, 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, in accordance with federal law.

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]

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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~~improvements to voter registration 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~~Director 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”):~~Registration Data and Motor Vehicle Department Data.

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- 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 the following data to ERIC: (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, (“Voter Registration Data”), and (2) all licensing or identification records ~~contained in the from~~ motor vehicles ~~database departments~~ (excluding those fields unrelated to voter eligibility, such as fields related to an individual’s driving record), including those fields identified in Exhibit B, (“MVD Data”). 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 requests to the Executive Director of ERIC for a reasonable extensionextensions of the grace period deadline if Member is unable to meet that deadlineupload Member Data 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. If a grace period expires without a transmission to ERIC of Member Data from the Member, the Member shall be automatically removed from membership in accordance with the Bylaws.~~

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- ~~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 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.~~
- ~~3. Use and Protection of Data: The ERIC Reports, Member Data, Third-Party Data, 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 Information.~~
 - ~~a. Definitions. The following definitions pertain to this Section and the Agreement as a whole.~~
 - ~~i. ERIC (“Reports: Using Member Data (defined in Section 2 of this Agreement) and, in some cases, data from third-party sources, ERIC Data”) (Member Data, Additional Member Data and ERIC Data shall makes the reports described below available to its Members. These reports, in whole or in part, shall be collectively referred to in this Agreement as “Data”) in its possession. The Member ERIC Reports.”~~
 - ~~A. Eligible but Unregistered Report: This report identifies individuals who appear to be eligible to register to vote in a member state but who do not appear to be registered. This report contains MVD Data and Voter Registration Data.~~
 - ~~B. Cross-State Movers Report: This report identifies voters who appear to have moved from one ERIC member state to another ERIC member state. This report contains MVD Data and Voter Registration Data.~~
 - ~~C. In-State Movers Report: This report identifies voters who appear to have moved within the member state or who have updated their contact information. This report contains MVD Data and Voter Registration Data.~~
 - ~~D. Duplicate Report: This report identifies voters with duplicate registrations within the member state. This report contains Voter Registration Data. MVD Data is used to help strengthen the matches identified in this report but is not contained in the report.~~
 - ~~E. Deceased Report: This report identifies voters who may have died. This report is created using Social Security death data known as the~~

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Limited Access Death Master File (“LADMF”). This report contains Voter Registration Data that matches the LADMF Data. MVD Data is used to help strengthen the matches identified in this report but is not contained in the report.

F. **Voter Participation Report:** This report identifies voters who appear to have voted (1) more than once in the Member jurisdiction in the same election, (2) in more than one Member jurisdiction in the same election, or (3) on behalf of a deceased voter within the Member jurisdiction. This report contains MVD Data and Voter Registration Data. In addition, this report contains voter history data.

G. **National Change of Address (NCOA) Report (“NCOA Report”):** This report identifies voters who have moved using NCOALink data ERIC licenses from the United States Postal Service (“USPS”). There is no Member Data contained in this report.

- ii. **Third-Party Data:** The LADMF data and the NCOALink data ERIC uses to create the Deceased Report and the NCOA Report, respectively, is collectively referred to herein as “Third-Party Data.”
- iii. **ERIC Information:** Information relating to ERIC other than ERIC Reports, Member Data or Third-Party Data is collectively referred to herein as “ERIC Information.” By way of illustration only, ERIC Information includes, but is not limited to, ERIC governing documents, membership dues invoices, communications between the Member and ERIC, ERIC’s Information Security Management Plan, and documentation of ERIC’s federal tax-exempt status.
- iv. **Records Request(s):** All requests to members for ERIC Reports, Member Data, Third-Party Data or ERIC Information, including but not limited to requests that invoke state public records laws or the National Voter Registration Act (“NVRA”), to which a member believes it has a legal obligation to respond or comply with shall be collectively referred to in the Agreement as “Records Request(s).”

b. Member Representations.

- i. Member represents and warrants that ~~all uses and transmission~~the transmission of ~~Data originating from the Member Data~~ to ERIC and/or ERIC’s agents, contractors or subcontractors ~~comply fully with required~~ under this Agreement and its use of ERIC Reports is and shall continue to be conducted in compliance with applicable state, federal and local laws, rules, and regulations. ~~The~~

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- a.
 - ii. Member shall not use or, transmit, sell, or disclose any ERIC Reports, Member Data, Third-Party Data or ERIC Information 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, supporting the operations of ERIC, and responding to Records Requests consistent with the terms of this Agreement.
 - iii. Member shall use its best efforts to prevent the Unauthorized Use or Disclosure of Data—(defined in subsection (g)(i) below) of ERIC Reports, Member Data, Third-Party Data, or protected ERIC Information.
- c. Confidentiality of ERIC Reports. The Member agrees that the federal statutes and regulations identified below (“Federal Protections”) protect and prohibit the disclosure of certain ERIC Reports, Member Data, and Third-Party Data. The Member agrees to prevent disclosure of and otherwise protect the ERIC Reports, Member Data, and Third-Party Data in accordance with the Federal Protections, including when responding to Records Request(s), as more fully set forth below.
 - i. Driver’s Privacy Protection Act (“DPPA”): MVD is protected from disclosure under the DPPA, 18 U.S.C. § 2721 et seq, unless a statutory exception applies.
 - ii. LADMF Regulations: LADMF data is protected from disclosure under Section 203 of the Bipartisan Budget Act of 2013, 42 U.S.C. § 1306c, and associated regulations administered by the National Technical Information Service, 15 CFR Part 1110 (“LADMF Regulations”), during the three-calendar year period starting from the date of death. The National Technical Information Service has certified ERIC to receive LADMF data, which ERIC uses to prepare Deceased Reports for Members.
 - iii. NCOALink Regulations: The NCOALink data used to create the NCOA Report is generally protected from disclosure pursuant to ERIC’s license agreement with the USPS. The license agreement is expressly subject to and derived from federal statutory privacy provisions under the Nondisclosure of Lists of Names and Addresses Act, 39 U.S.C. § 412 and the Privacy Act, 5 U.S.C. § 552a (“NCOALink Regulations”).
- d. Release of ERIC Reports, Member Data, and Third-Party Data.
 - i. In accordance with the Federal Protections enumerated above, Member shall not release or disclose the following Reports in whole or in part:

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- A. **Cross-State Movers, In-State Movers, and Eligible but Unregistered Reports**, unless a valid DPPA statutory exception applies;
 - B. **Deceased Reports** or data contained therein during the three-year period of protection described above, unless the requestor is a “certified person” as set forth in the LADMF Regulations;
 - C. **NCOA Reports**; or
 - D. **Voter Participation Reports**, which, in addition to the Federal Protections, and as set forth above are prohibited from release under state law.
 - ii. In accordance with Federal Protections above, Member is permitted to release the following ERIC Reports:
 - A. **In-State Duplicate Report**; and
 - B. **Deceased Report** or data contained therein after the expiration of the three-year period of protection for the LADMF data described above.
- e. Process for Managing of Records Requests for ERIC Reports, Member Data, Third-Party Data, and ERIC Information.
 - i. When a Member receives Records Request(s) for ERIC Reports, Member Data, Third-Party Data or ERIC Information, Member shall notify and confer with the ERIC Executive Director before releasing any information in response to the Records Request(s). The purpose of this requirement is to advance the goals of (a) fostering open communication between ERIC and its Members regarding the disclosure of information relating to ERIC in accordance with this Agreement and the Federal Protections; (b) creating consistency across the Membership with respect to the handling of the release of information relating to ERIC; (c) allowing for the case-by-case assessment of requests, including whether the request is for information that might legally be protected from disclosure on grounds other than those outlined in subsection (c).
 - ii. Member shall not have an obligation under this Agreement to release an ERIC Report, Member Data, Third Party Data or ERIC Information in response to Records Request(s) even if authorized to do so under the Agreement, including, by way of example and not limitation, if the Member determines that doing so would violate an applicable law in Member’s jurisdiction.

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f. ERIC Representations.

- i. ERIC represents and warrants that it does not and shall not use or transmit any ERIC Reports, Member Data, Third-Party Data or ERIC Information for any purpose other than providing services to its Members. ERIC's services to its members includes, but is not limited to, undertaking research projects with the assistance of third-parties to help evaluate and assess ERIC, provided that such research is in accordance with its status as a non-partisan organization exempt from federal taxation under 501(c)(3) of the Internal Revenue Code. Before undertaking any such research project, the ERIC Executive Director shall obtain the approval of the Executive Committee. ERIC's services may also include responding to requests for information from third-parties.
- ii. ERIC represents and warrants that it does and shall use its best efforts to prevent an ERIC Unauthorized Disclosure (defined in subsection (g)(ii)) of ERIC Reports, Member Data, Third-Party Data or protected ERIC information.
- iii. If ERIC receives a request from a third-party for ERIC Reports, Member Data, Third-Party Data or ERIC Information, ERIC will generally refer the requestor to the relevant member(s), understanding that ERIC may provide the requestor with public information such as information relating to its status as a 501(c)(3) public charity. If ERIC otherwise determines it is legally obligated to respond directly to a third-party information request, it will do so in accordance with subsections (c) and (d), after first notifying the Executive Committee.

g. Unauthorized Use or Disclosure of Data.

- i. Member: Should there be an unauthorized or impermissible use, access, acquisition, or disclosure or transmission of Dataan ERIC Report, Member Data, Third-Party Data or protected ERIC Information, regardless of whether it is accidental or intentional (for example, Member intentionally sells, distributes, publishes or uses anyan ERIC DataReport for anya purpose other than election administration, including anya commercial purpose) or the responsibility ofby a third party (collectively, "Unauthorized Disclosure"), Member shall, withintake the following steps:

A. **Notice to ERIC:** Member shall report to the Executive Director of ERIC immediately upon learning of any Unauthorized Disclosure. ERIC will notify the entire Membership of the Unauthorized Disclosure within a reasonable period of time thereafter, but no less than as required under federal or state law.

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B. Member Legal Management of Unauthorized Disclosure: Where applicable, Member shall address the Unauthorized Disclosure in accordance with law and keep the ERIC Executive Director reasonably apprised of its efforts to do so and its progress.

b.C. ERIC Remediation Process: Within ninety (90) days of ERIC receiving notice of the Unauthorized Disclosure, Member shall (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, providesprovide 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 (or at a subsequent meeting as determined by the Executive Director of ERIC, in consultation with the Board Chair), following the Member's compliance with sub-sections (a) and (b) above, the Board 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 or losses related to or stemming from the Unauthorized Disclosure.

e. 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.

d.ii. Unauthorized Disclosure of Data/Indemnification-ERIC: Should there be an unauthorized disclosure of ~~motor vehicle data~~ Member Data, Third-Party Data, or ERIC Reports by ERIC, whether accidental or intentional or the responsibility of a third party ("ERIC Unauthorized Disclosure"), ERIC shall immediately give notice to Members, and take such other steps as required by law, insurance policies, and its incident response plan. ERIC shall keep the membership reasonably apprised of the steps it is taking to address the ERIC Unauthorized Disclosure. 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~~ attributable to a negligent act

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or omission by ERIC, capped at the limit of any applicable ERIC insurance policy.

h. Miscellaneous. 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.

4. Utilizing ERIC Reports to Improve the Accuracy of State Voter Rolls, Increase Access to Voter Registration, and Investigate Possible Cases of Illegal Voting.

ERIC securely analyzes Member Data and Third-Party Data in order to provide its Members with the ERIC Reports. Members use the ERIC Reports to improve the accuracy of their voter registration rolls, provide voter registration information to potentially eligible but unregistered individuals, and investigate possible cases of illegal voting. "Member Data" is defined in Section 2 of this Agreement. "Third-Party Data" and "ERIC Reports" are defined in Section 3 of this Agreement.

Well-timed, frequent, and effective use of ERIC Reports will result in more accurate and up to date voter rolls at any given time. Additionally, more eligible citizens will be registered to vote. ERIC recognizes that Members have other significant year-around legal obligations associated with conducting elections. In recognition of these complex conditions, Members must request and act on ERIC Reports as specified in this section, and in a manner that complies with applicable federal and state laws.

a. Requirements for requesting ERIC Reports; schedules and deadlines. For the purposes of this subsection, a Member's Date of Certification is the date established pursuant to Section 2(a) of this Agreement.

i. Initial Reports:

A. Each Member must request and act on an Eligible but Unregistered Report by October 1 or fifteen (15) days before the close of registration, whichever is earlier, of the first Federal General Election following the Member's Date of Certification. For the purposes of this requirement, close of registration means the earliest of the final day to register by mail or online. In furtherance of ERIC's mission and to maximize the value of the Eligible but Unregistered report, the Member must request and act on it during a year in which a Federal General Election occurs.

B. Each Member must request and act on a Cross-State Movers Report, an In-State Movers Report, a Duplicate Report, and a Deceased Report within 12 months of the Member's Date of Certification. To be clear, each Member must request and act on all four reports specified in this subsection within the 12-month deadline.

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C. Each Member must request a Voter Participation Report for the first Federal General Election following the Member's Date of Certification, unless the Member is deemed ineligible to receive this report pursuant to Section 5 of this Agreement.

ii. Subsequent Reports: NOTE: This section begins on next page.]

~~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 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~~

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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.

A. 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. After a Member requests and acts on the ERIC Reports specified in subsections (i)(A) and (i)(B) above, the Member may request the report in these subsections on a schedule deemed appropriate by the Member and upon which ERIC staff can reasonably provide the requested reports. Members must complete action on any ERIC Report received by the deadline for that report as specified in subsection (b). In furtherance of ERIC's mission, and to maximize the value of membership in ERIC, Members are strongly encouraged to utilize these reports as frequently as possible while complying with applicable federal and state laws.

B. After an eligible Member requests and acts on the initial Voter Participation Report, the Member may request these reports pursuant to Section 5 of this Agreement.

C. Any Member who has not requested and acted on an ERIC Report specified in subsections (i)(B) and (i)(C) at least once by the date this section is adopted must request and act on the report(s) not yet requested. For unrequested reports specified in subsection (i)(B), the member has 12 months from the date this section is adopted to comply with this requirement. For an unrequested Voter Participation Report, all Members not deemed ineligible must request it for the next Federal General Election in which it is available.

iii. National Change of Address Report: Each Member may request a National Change of Address Report any time following the Member's Date of Certification. Members are not required to request this report as a condition of membership.

b. Requirements for acting on ERIC Reports, deadlines for taking action.

This section addresses deadlines and required actions for the Eligible but Unregistered, Cross-State Movers, In-State Movers, Duplicates, and Deceased

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Reports. See Section 5 for the deadlines and requirements pertaining to the Voter Participation Reports.

i. Eligible but Unregistered Report:

- A. These reports must be used to provide voter registration information to potentially eligible but not yet registered individuals.
- B. When the Member receives an Eligible but Unregistered Report the Member must act on the report by, at a minimum, initiating contact with all individuals identified in the report deemed potentially eligible by the Member for the purposes of providing information on the most efficient way to register to vote, including the deadlines and eligibility requirements for registering as specified in applicable state or federal laws.
- C. For the purposes of this Agreement, “individuals identified in the report deemed potentially eligible by the Member” refers to the individuals who remain on the Contact List after the Member has used any other official federal, state, or local data sources, or records internal to the Member, to identify and remove from the contact list individuals who are not eligible pursuant to state law.
- D. For the purposes of this Agreement, “Contact List” refers to the final list of potentially eligible but unregistered individuals provided to the entity responsible for preparing the mailing (or any other form of contact) to the recipient of the voter registration information.
- E. Members may not remove from the Contact List any individual identified in the report who otherwise appears to be eligible to register under federal or state law.
- F. Members are not required to initiate contact with eligible or potentially eligible individuals more than once at the same address. Members are not required to contact any individual who has affirmatively confirmed their desire not to be contacted pursuant to this Agreement or who is otherwise ineligible to vote in the Member’s state.
- G. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.

ii. Cross-State and In-State Movers Reports:

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- A. These reports must be used to improve the accuracy of the Member's voter rolls.
- b.B. When a Member receives a Cross-State Movers or In-State Movers Report the Member must act on the report by, at a minimum, initiating contact with all voters identified in the report 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. This requirement does not prevent the Member from taking any other action on a voter record identified in these reports that may be required by federal or state law.
- C. ERIC recognizes Members may exclude from contact conducted in accordance with this subsection any voter identified in these reports where other official federal, state, or local data sources, or records internal to the Member, indicate the voter record is not out of date or inaccurate. Upon the request of the Executive Director, Members must provide to ERIC details on the excluded voter records.

~~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 91st 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*.~~

- ~~e. 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.~~

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D. Voter Participation Data. Each Member has ninety (90) days after the report was provided to initiate contact with all voters for whom data in the report indicates a record is inaccurate or out of date.

E. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.

iii. Duplicate and Deceased Voters Reports:

A. These reports must be used to improve the accuracy of the Member's voter rolls.

B. When a Member receives a Duplicate or Deceased Report the Member must act on the report by, at a minimum, resolving all duplicate registrations or removing all deceased voters identified in these reports. This requirement does not prevent the Member from taking any other action on a voter record identified in these reports that may be required by federal or state law.

C. ERIC recognizes Members may not act on any voter record identified in these reports where other official federal, state, or local data sources, or records internal to the Member, indicate the voter is not deceased or the record is not a duplicate. Upon the request of the Executive Director, Members must provide to ERIC details on these voter records.

D. Each Member has ninety (90) days after the report was provided to act on all voter records for which data in the Deceased Report indicates the voter is deceased or for whom the data in the Duplicates Report indicates a registration record is a duplicate.

E. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.

c. Accountability and Transparency. By July 1 of each year, the Executive Director must cause to be published a report of each Member's utilization of the ERIC Reports for the previous calendar year. At a minimum, for each Member, the report must disclose the total number of ERIC Reports requested, the specific ERIC Reports requested, and the frequency by which such ERIC Reports were requested throughout the preceding year. In consultation with the Executive Committee, the Executive Director may include other content related to how Members used ERIC in the preceding year. The first report will be published by July 31, 2025.

d. Certifying compliance with ERIC Report requirements.

EXHIBIT A

- i. The goals of certifying compliance with Subsection (b) are to 1) ensure Members take seriously their obligations to effectuate ERIC’s mission of improving the accuracy of state voter rolls and providing voter registration information to all eligible citizens, 2) hold Members accountable to the public and to other members of the organization, and 3) provide ERIC with information needed to evaluate its effectiveness.
- ii. In the manner and by the deadline prescribed by the Executive Director, Members must provide written certification to the Executive Director that the Member has or has not complied with the requirements for acting on the Cross-State Movers, In-State Movers, Duplicate, Deceased, Eligible but Unregistered, and Voter Participation Reports. In consultation with the Executive Committee, the Executive Director may ask Members to submit supplemental information that may be useful to evaluating ERIC’s effectiveness.
- iii. Upon advance written notice from the Member Representative, Member staff other than the designated Member Representative may certify compliance. Written notice must be submitted via email to the Executive Director not less than one (1) day prior to the Member submitting the certification.
- iv. ERIC recognizes some Members may, on occasion, be unable to certify compliance due to voter registration system limitations, technical difficulties, or other circumstances. These Members must communicate such limitations or circumstances in writing to the Executive Director at 30 days prior to the first certification deadline established by the Executive Director or as such circumstances arise at any point during membership in ERIC. The Executive Director will assess the circumstances preventing the certification and work with the Member to determine if there are acceptable alternatives to achieving the goals of the certification requirement. This determination is in the sole discretion of the Executive Director, though the Executive Director will consult with the Executive Committee during the assessment process.
- e. Deadline extensions to request a report, act on a report, or certify compliance with report requirements.
 - i. Eligible but Unregistered Reports:
 - A. Members may submit a written request for a reasonable extension to request their initial Eligible but Unregistered Report. The request must

EXHIBIT A

be submitted to the Executive Director not less than thirty (30) days before the applicable deadline. The request must set forth the reasons for the extension and provide a specific date when the report will be requested. Due to the inability to reschedule a Federal General Election, an extension must be based on and will only be granted in extraordinary circumstances.

B. Members may submit a written request for a brief extension to act on an initial or subsequent Eligible but Unregistered Report. The request must be submitted to the Executive Director not less than seven (7) days before the applicable deadline. The request must set forth the reasons for the extension and provide a specific date when contact will be initiated, except that the Member must initiate contact by a date that provides time for individuals on the Contact List to register and vote in the forthcoming Federal General Election.

C. Members may submit a written request for an extension to certify compliance with the requirements for this report in the manner and by the deadline established by the Executive Director pursuant to subsection (d).

ii. Cross-State and In-State Movers Reports:

A. Members may submit a written request for a reasonable extension to request or act on an initial Cross-State or In-State Movers report. The request must be submitted to the Executive Director not less than thirty (30) days before the 12-month deadline to request the report, or thirty (30) days before the deadline to initiate contact. The request must set forth the reasons an extension is needed and provide a specific date when the report will be requested, or contact will be initiated.

B. Members may submit a written request for a reasonable extension to act on a subsequent Cross-State or In-State Movers report. The request must be submitted to the Executive Director not less than thirty (30) days before the 90-day deadline. The request must set forth the reasons an extension is needed and provide a specific date when the report will be requested, or contact will be initiated.

C. Members may submit a written request for an extension to certify compliance with the requirements for these reports in the manner and by the deadline established by the Executive Director pursuant to subsection (d).

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iii. Deceased and Duplicates Reports:

- A. Members may submit a written request for a reasonable extension to request or act on voter records identified in an initial Deceased or Duplicates Report. The request must be submitted to the Executive Director not less than (30) days before the 12-month deadline to request the report, or thirty (30) days before the deadline to act on the report. The request must set forth the reasons an extension is needed and provide a specific date when the report will be requested, or action will be completed.
- B. Members may submit a written request for a reasonable extension to act on a subsequent Deceased or Duplicates Report. The request must be submitted to the Executive Director not less than thirty (30) days before the 90-day deadline. The request must set forth the reasons an extension is needed and provide a specific date when action will be completed.
- C. Members may submit a written request for an extension to certify compliance with the requirements for these reports in the manner and by the deadline established by the Executive Director pursuant to subsection (d).

iv. Voter Participation Reports.

- A. Members may submit a written request for a reasonable extension to complete its internal investigations arising from possible cases of illegal voting identified in a Voter Participation Report. The request must be submitted to the Executive Director not less than fifteen (15) days prior to the applicable deadline. The request must set forth the reasons for the extension request and provide a specific date when the internal investigations will be completed.
 - B. Members may submit a written request for an extension to certify compliance with the requirements for this report in the manner and by the deadline established by the Executive Director pursuant to subsection (d).
- v. The Executive Director has sole discretion on whether to grant an extension under this subsection or proceed to the applicable Member removal provisions in subsection (f). The Executive Director will inform

EXHIBIT A

the Executive Committee of all extension requests submitted pursuant to this section.

f. Failure to request and complete action on reports.

- i. The Executive Director must notify, or cause to be notified, in writing, a Member who appears to be at risk of missing a deadline to request its initial Cross-State Movers, In-State Movers, Duplicates, Deceased, Eligible but Unregistered, or Voter Participation Report. A Member who fails to request, act on, or certify any initial report by the applicable deadline, and who fails to request an extension on any of these requirements as provided in subsection (e), is automatically removed from ERIC Membership.
- ii. A Member who fails to act on or certify any of their subsequent ERIC Reports by the applicable deadlines, and who fails to request an extension as provided in subsection (e), may be suspended from receiving additional ERIC Reports. Whether to suspend access to additional reports, and the duration of such suspension, is in the sole discretion of the Executive Director. The Executive Director shall take into account the circumstances of the failure to complete the required action and failure to request an extension, including whether the Member appeared to otherwise be acting in good faith to comply with the applicable requirements. The Executive Director will inform the Executive Committee of any actions taken pursuant to this subsection.

5. Voter Participation Reports.

6.a. ERIC recognizes that the appearance of improper/illegal voting, allegations of improper/illegal voting, and actual improper/illegal voting undermines public confidence in the electoral process and election outcomes. ERIC can be a tool to identify potentially improper/illegal votes, and refer them to Members for further investigation consistent with each state's laws. For the purposes of this Agreement, "improper/illegal votes" means votes cast by an individual who may have voted more than once in the Member jurisdiction at the same election, voted in more than one Member jurisdiction at the same election, or voted on behalf of a deceased voter within the Member jurisdiction.

Upon the written request of a Member Representative, ERIC shall provide the Member with data identifying voters who appear to have cast improper votes in a preceding election. Members shall not be required to request these data. Use or acceptance of these data shall not be a condition of membership.

EXHIBIT A

- b. After completing an initial Voter Participation Report, eligible Members may request Voter Participation Reports following each Federal General Election as provided in subsection (c). An eligible Member is not required to request this report after they have requested and acted on their initial Voter Participation Report.
 - c. To receive ~~these data~~ the Voter Participation Report, Members ~~shall~~ must submit a written request to the Executive Director at least 30 calendar days before the applicable election. In the written request, the Member must: (1) specify the election for which it requests data identifying voters who appear to have cast improper votes, (2) affirm that it will submit to ERIC voting history data for the applicable election in a manner consistent with how voter files and motor vehicle records are submitted to ERIC, (3) affirm that it will accept the requested data from ERIC, (4) affirm that it will complete a reasonable internal investigation of any possible improper votes before publicly releasing information about the data, and (5) affirm that it can protect the confidentiality of the ~~individual-level data~~ Voter Participation Report, either by state law or administrative rule, until the internal investigation is complete and the findings are turned over to law enforcement.
 - d. Any Member unable to provide the affirmation required in c(5) is deemed ineligible to receive the Voter Participation Report and must submit to the Executive Director a written explanation of why the Member cannot provide the affirmation in c(5). Members deemed ineligible to receive this report, or who do not request the report, are not required to submit voting history data for use in preparing Voter Participation Reports.
 - e. A Member who requests a Voter Participation Report must submit to ERIC the required voting history data no later than 90 days from the date the Member certifies the applicable Federal General Election pursuant to the Member's state law. In consultation with the Executive Director, the Member may request a deadline extension to accommodate a recount(s) or other post-election activity required by state law that will prevent the member from providing the voting history data by the 90-day deadline.
 - f. A Member who requests a Voter Participation Report must refer all findings of credible cases of illegal voting to the appropriate law enforcement authorities, as designated by the Member's state law, no later than December 31 of the calendar year following the applicable Federal General Election or 180 days after the Member receives its final Voter Participation Report, whichever is later.
- 7.6. 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.
8. 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.~~

EXHIBIT A

~~7.~~ 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.C.

~~9.~~

~~10.~~8. 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.

9. 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.~~

10. 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.~~

11. 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 a majority vote of the entire Membership. 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.~~

14.12. 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.

~~15.~~13. 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.

14. 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

EXHIBIT A

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.~~

~~17.~~15. 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. ~~This Agreement may be executed using electronic signatures.~~

16. 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.~~

~~19.~~17. Headings and Subsections. Section headings are provided for reference and do not constitute part of this Agreement.

20.~~18.~~ 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: _____

<u>Notice Details:</u>	<u>With a copy to:</u>
Name: _____	Name: _____
Title: _____	Title: ERIC Executive Director
Address: _____	Address: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Email: _____	

[MEMBER]

By: _____
Name: _____
Title: _____
Date: _____

<u>Notice Details:</u>	<u>With a copy to: (optional):</u>
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Email: _____	Email: _____

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~~
- ~~10.8. Phone number~~
- ~~11.9. E-mail address or other electronic contact method~~

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)
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

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).

ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

BYLAWS

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ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

BYLAWS

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, 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 Executive Director who shall, in turn, notify the Membership.

Section 2. Admission of Members. Any jurisdiction seeking membership shall apply to the Executive Director. 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 Board of Directors, 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.

Section 4. Membership Fee. Upon admission and execution of the Membership Agreement, each member shall pay a one-time, non-refundable Membership Fee of \$25,000 to the

Corporation. With respect to individual members, the schedule for payment of the Membership Fee may be modified by the Board of Directors.

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 of Directors. The Dues Schedule may be amended, modified, or substituted by a vote of the Membership, however, the schedule for payment of dues by individual members may be modified by the Board of Directors. 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 Membership 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 Executive Director, who shall, in turn, notify the Membership. 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 Membership 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 herein or in the Membership Agreement. Such automatic removal shall be effective upon written notice by the Chair of the Board of Directors and/or the 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 Board of Directors. The Board of Directors 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 Board of Directors for the transaction of 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 Board of Directors. The annual meeting 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 Board of Directors for annual and regular meetings and in the notice of meeting for special meetings. The Board of Directors 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 Membership shall be published following 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, in the case of public meetings, 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, a majority of the entire Membership, or upon request of the Executive Director. 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. The Member Representative shall provide written notice to the Executive Director of the proxy within a reasonable period of time in advance of the meeting of the members.

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. Appointment of Directors. All members of the Corporation have a right to appoint their Member Representative to serve as a director on the Board of Directors. Upon admission to Membership under Article II, Section 2 or in the event of a vacancy, member shall inform the Executive Director in writing whether it wishes to have its Member Representative serve or continue to serve on the Board of Directors. Declining to have a Member Representative serve on the Board of Directors shall have no effect on the Member's other rights under these Bylaws, and such member shall have the right to appoint or reinstate their Member Representative to the Board of Directors at any time by providing written notice to the Executive Director who shall, in turn, notify the Board of Directors.

Section 3. 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 4. 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 of Directors.

Section 5. Vacancies. If a Member Representative position on the Board of Directors becomes vacant for any reason including resignation or removal, the chief election official shall appoint a replacement in accordance with Article II, section 1 and shall notify the Executive Director in writing whether it wishes to have its replacement Member Representative serve as a director on the Board of Directors.

Section 6. 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 of Directors shall be held at such times as may be fixed by the Board of Directors. Special meetings of the Board of Directors may be held at any time whenever called by the Chair of the Board, two or more directors, or the Executive Director. Any Member Representative who is not a director may attend any meeting of the Board of Directors.

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 of Directors for annual and regular meetings and in the notice of meeting for special meetings. Minutes of any meeting of the Board of Directors shall be published following the meeting.

Section 7. Notice. Annual and special meetings of the Board of Directors 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 8. 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 of Directors. Directors are not permitted to give a proxy to someone to act on his or her behalf with respect to actions of the Board of Directors.

Section 9. 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 of Directors 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 of Directors or such committee shall be filed with the minutes of the proceedings of the Board of Directors 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 10. 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) approve or remove members; d) elect or remove officers; e) remove directors; 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, except with respect to quorum. In the absence of a contrary provision established by the Board of Directors, 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 of Directors, and the Executive Director shall serve as a non-voting member of the Executive Committee (collectively the “*ex officio* members”). Vacancies in the *ex officio* membership of the Executive Committee shall be addressed in accordance with Article V.

(b) Elected Membership: In addition to the *ex officio* members, until the Membership reaches thirty-four, the Executive Committee shall include two voting members of the Board of Directors elected by the Board of Directors. When the Membership reaches thirty-five, the number of voting members of the Board of Directors serving on the Executive Committee shall increase to four, with the election of the additional members occurring within a reasonable time following the admission of the thirty-fifth member. Such committee members shall serve in this capacity for terms of one year, not to exceed two consecutive one-year terms. In the event of a vacancy among the elected membership of the Executive Committee, in accordance with subsection d below, the Executive Committee shall take reasonable steps to propose a replacement to fill the unexpired term of his or her predecessor.

(c) Chair of Executive Committee: The Chair of the Board of Directors 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 of Directors, 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 of Directors a slate of candidates for officer positions and elected members of the Executive and Finance Committees, including in the event of a vacancy, and the Executive Director; and, in consultation with the Finance Committee, reviewing the compensation and performance of 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 or more of its members. Actions of the Executive Committee shall be reported to the Board of Directors.

Section 7. Finance Committee.

(a) *Ex Officio* Membership: The Finance Committee shall consist of the Treasurer and Secretary of the Board of Directors, and the Executive Director shall serve as a non-voting member of the Finance Committee (collectively, the “*ex officio* members”). Vacancies in the *ex officio* membership of the Finance Committee shall be addressed in accordance with Article V.

(b) Elected Membership: The Finance Committee shall include one voting member of the Board of Directors elected by the Board. This committee member shall serve in this capacity for terms of one year, not to exceed three consecutive one-year terms. In the event the voting member position on the Finance Committee becomes vacant, in accordance with subsection d below, the Executive Committee shall take reasonable steps to propose a replacement to fill the unexpired term of his or her predecessor.

(c) Chair of Finance Committee: The Treasurer shall be the Chair of the Finance Committee.

(d) Role and Powers of Finance Committee: Except as set forth in Article IV, Section 1 above, or as otherwise proscribed by the Board, the Finance Committee shall have the authority to exercise all powers of the Board of Directors between meetings of the Board. The Finance Committee will assist the Board of Directors with its financial oversight responsibilities including reviewing and recommending approval of the annual operating budget; reviewing periodic financial reports; and overseeing the management of financial assets and audits. The Finance Committee shall hold regular meetings at such times as it shall determine and special meetings as requested by any of its members. Actions of the Finance Committee shall be reported to the Board of Directors.

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, the Executive Director, and may include such other officers as may be deemed necessary.

Section 2. Term of Office, Vacancies and Removal. The officers, other than the Immediate Past Chair and the Executive Director, shall be elected by the Board of Directors from among its membership at the annual meeting of the Board. The Board of Directors 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 terms of one year, until the next annual meeting of the Board of Directors 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 of Directors may fill such vacancy. Any officer so appointed or elected shall serve only until such time as the unexpired term of his or her predecessor shall have expired unless re-elected by the Board of Directors. Any officer may be removed by a vote of the majority of the entire Board of Directors 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 of Directors.

(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 and members, 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 oversee the custody of the corporate seal of the Corporation, if any; and shall have authority to affix or cause to be affixed the same to any instrument requiring it; and, when so affixed, it may be attested by his or her signature. The Board of Directors 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 be chair of the Finance Committee. The treasurer shall oversee 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 or cause to be deposited 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 of Directors, the Treasurer shall render or cause to be provided a statement of accounts. The Treasurer shall at all reasonable times exhibit or cause to be exhibited the books and accounts to any officer or director of the Corporation, and shall perform or cause to be performed all duties incident to the office of Treasurer, subject to the supervision of the Board of Directors, and such other duties as shall from time to time be assigned by the Board. The Treasurer shall, if required by the Board of Directors, 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 of Directors; report on the progress of the Corporation's activities, 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 of Directors 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 of Directors 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 in the custody of the Executive Director (1) correct and complete books and records of accounts, (2) minutes of the proceedings of its Board of Directors, members, 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, in accordance with federal law.

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 improvements to voter registration in the United States; and

WHEREAS, ERIC seeks to lessen the burdens of government by facilitating the collaboration of states 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 in furthering its charitable and educational purposes by such states becoming members of ERIC and furnishing voter registration and other data to help ERIC understand the needs of states with respect to their use of voter registration systems, and assist state 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 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 Director 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 Registration Data and Motor Vehicle Department Data.
 - 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.

EXHIBIT A

- b. Within sixty (60) days of the Certification Date, and at least every sixty (60) days thereafter, the Member shall transmit the following data to ERIC: (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 (“Voter Registration Data”), and (2) all licensing or identification records from motor vehicles departments (excluding those fields unrelated to voter eligibility, such as fields related to an individual’s driving record), including those fields identified in Exhibit B (“MVD Data”). 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.
 - c. 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. Member may submit written requests to the Executive Director of ERIC for reasonable extensions of the grace period deadline if Member is unable to upload Member Data 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. If a grace period expires without a transmission to ERIC of Member Data from the Member, the Member shall be *automatically removed* from membership in accordance with the Bylaws.
3. Protection of ERIC Reports, Member Data, Third-Party Data, and ERIC Information.
- a. Definitions. The following definitions pertain to this Section and the Agreement as a whole.
 - i. ERIC Reports: Using Member Data (defined in Section 2 of this Agreement) and, in some cases, data from third-party sources, ERIC makes the reports described below available to its Members. These reports, in whole or in part, shall be collectively referred to in this Agreement as “ERIC Reports.”
 - A. **Eligible but Unregistered Report:** This report identifies individuals who appear to be eligible to register to vote in a member state but who do not appear to be registered. This report contains MVD Data and Voter Registration Data.
 - B. **Cross-State Movers Report:** This report identifies voters who appear to have moved from one ERIC member state to another ERIC member state. This report contains MVD Data and Voter Registration Data.
 - C. **In-State Movers Report:** This report identifies voters who appear to have moved within the member state or who have updated their contact information. This report contains MVD Data and Voter Registration Data.

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- D. **Duplicate Report:** This report identifies voters with duplicate registrations within the member state. This report contains Voter Registration Data. MVD Data is used to help strengthen the matches identified in this report but is not contained in the report.
- E. **Deceased Report:** This report identifies voters who may have died. This report is created using Social Security death data known as the Limited Access Death Master File (“LADMF”). This report contains Voter Registration Data that matches the LADMF Data. MVD Data is used to help strengthen the matches identified in this report but is not contained in the report.
- F. **Voter Participation Report:** This report identifies voters who appear to have voted (1) more than once in the Member jurisdiction in the same election, (2) in more than one Member jurisdiction in the same election, or (3) on behalf of a deceased voter within the Member jurisdiction. This report contains MVD Data and Voter Registration Data. In addition, this report contains voter history data.
- G. **National Change of Address (NCOA) Report (“NCOA Report”):** This report identifies voters who have moved using NCOALink data ERIC licenses from the United States Postal Service (“USPS”). There is no Member Data contained in this report.
- ii. Third-Party Data: The LADMF data and the NCOALink data ERIC uses to create the Deceased Report and the NCOA Report, respectively, is collectively referred to herein as “Third-Party Data.”
- iii. ERIC Information: Information relating to ERIC other than ERIC Reports, Member Data or Third-Party Data is collectively referred to herein as “ERIC Information.” By way of illustration only, ERIC Information includes, but is not limited to, ERIC governing documents, membership dues invoices, communications between the Member and ERIC, ERIC’s Information Security Management Plan, and documentation of ERIC’s federal tax-exempt status.
- iv. Records Request(s): All requests to members for ERIC Reports, Member Data, Third-Party Data or ERIC Information, including but not limited to requests that invoke state public records laws or the National Voter Registration Act (“NVRA”), to which a member believes it has a legal obligation to respond or comply with shall be collectively referred to in the Agreement as “Records Request(s).”
- b. Member Representations.

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- i. Member represents and warrants that the transmission of Member Data to ERIC or ERIC’s agents, contractors or subcontractors required under this Agreement and its use of ERIC Reports is and shall continue to be conducted in compliance with applicable state, federal and local laws, rules, and regulations.
 - ii. Member shall not use, transmit, sell, or disclose any ERIC Reports, Member Data, Third-Party Data or ERIC Information for any purpose other than the administration of elections under state or federal law, supporting the operations of ERIC, and responding to Records Requests consistent with the terms of this Agreement.
 - iii. Member shall use its best efforts to prevent the Unauthorized Disclosure (defined in subsection (g)(i) below) of ERIC Reports, Member Data, Third-Party Data, or protected ERIC Information.
- c. Confidentiality of ERIC Reports. The Member agrees that the federal statutes and regulations identified below (“Federal Protections”) protect and prohibit the disclosure of certain ERIC Reports, Member Data, and Third-Party Data. The Member agrees to prevent disclosure of and otherwise protect the ERIC Reports, Member Data, and Third-Party Data in accordance with the Federal Protections, including when responding to Records Request(s), as more fully set forth below.
- i. Driver’s Privacy Protection Act (“DPPA”): MVD is protected from disclosure under the DPPA, 18 U.S.C. § 2721 *et seq.*, unless a statutory exception applies.
 - ii. LADMF Regulations: LADMF data is protected from disclosure under Section 203 of the Bipartisan Budget Act of 2013, 42 U.S.C. § 1306c, and associated regulations administered by the National Technical Information Service, 15 CFR Part 1110 (“LADMF Regulations”), during the three-calendar year period starting from the date of death. The National Technical Information Service has certified ERIC to receive LADMF data, which ERIC uses to prepare Deceased Reports for Members.
 - iii. NCOALink Regulations: The NCOALink data used to create the NCOA Report is generally protected from disclosure pursuant to ERIC’s license agreement with the USPS. The license agreement is expressly subject to and derived from federal statutory privacy provisions under the Nondisclosure of Lists of Names and Addresses Act, 39 U.S.C. § 412 and the Privacy Act, 5 U.S.C. § 552a (“NCOALink Regulations”).
- d. Release of ERIC Reports, Member Data, and Third-Party Data.
- i. In accordance with the Federal Protections enumerated above, Member shall not release or disclose the following Reports in whole or in part:

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- A. **Cross-State Movers, In-State Movers, and Eligible but Unregistered Reports**, unless a valid DPPA statutory exception applies;
 - B. **Deceased Reports** or data contained therein during the three-year period of protection described above, unless the requestor is a “certified person” as set forth in the LADMF Regulations;
 - C. **NCOA Reports**; or
 - D. **Voter Participation Reports**, which, in addition to the Federal Protections, and as set forth above are prohibited from release under state law.
- ii. In accordance with Federal Protections above, Member is permitted to release the following ERIC Reports:
 - A. **In-State Duplicate Report**; and
 - B. **Deceased Report** or data contained therein after the expiration of the three-year period of protection for the LADMF data described above.
- e. Process for Managing of Records Requests for ERIC Reports, Member Data, Third-Party Data, and ERIC Information.
 - i. When a Member receives Records Request(s) for ERIC Reports, Member Data, Third-Party Data or ERIC Information, Member shall notify and confer with the ERIC Executive Director before releasing any information in response to the Records Request(s). The purpose of this requirement is to advance the goals of (a) fostering open communication between ERIC and its Members regarding the disclosure of information relating to ERIC in accordance with this Agreement and the Federal Protections; (b) creating consistency across the Membership with respect to the handling of the release of information relating to ERIC; (c) allowing for the case-by-case assessment of requests, including whether the request is for information that might legally be protected from disclosure on grounds other than those outlined in subsection (c).
 - ii. Member shall not have an obligation under this Agreement to release an ERIC Report, Member Data, Third Party Data or ERIC Information in response to Records Request(s) even if authorized to do so under the Agreement, including, by way of example and not limitation, if the Member determines that doing so would violate an applicable law in Member’s jurisdiction.

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f. ERIC Representations.

- i. ERIC represents and warrants that it does not and shall not use or transmit any ERIC Reports, Member Data, Third-Party Data or ERIC Information for any purpose other than providing services to its Members. ERIC's services to its members includes, but is not limited to, undertaking research projects with the assistance of third-parties to help evaluate and assess ERIC, provided that such research is in accordance with its status as a non-partisan organization exempt from federal taxation under 501(c)(3) of the Internal Revenue Code. Before undertaking any such research project, the ERIC Executive Director shall obtain the approval of the Executive Committee. ERIC's services may also include responding to requests for information from third-parties.
- ii. ERIC represents and warrants that it does and shall use its best efforts to prevent an ERIC Unauthorized Disclosure (defined in subsection (g)(ii)) of ERIC Reports, Member Data, Third-Party Data or protected ERIC information.
- iii. If ERIC receives a request from a third-party for ERIC Reports, Member Data, Third-Party Data or ERIC Information, ERIC will generally refer the requestor to the relevant member(s), understanding that ERIC may provide the requestor with public information such as information relating to its status as a 501(c)(3) public charity. If ERIC otherwise determines it is legally obligated to respond directly to a third-party information request, it will do so in accordance with subsections (c) and (d), after first notifying the Executive Committee.

g. Unauthorized Use or Disclosure of Data.

- i. Member: Should there be an unauthorized or impermissible use, access, acquisition, or disclosure or transmission of an ERIC Report, Member Data, Third-Party Data or protected ERIC Information, regardless of whether it is accidental or intentional (for example, Member intentionally sells, distributes, publishes or uses an ERIC Report for a purpose other than election administration, including a commercial purpose) or by a third party (collectively, "Unauthorized Disclosure"), Member shall, take the following steps:
 - A. **Notice to ERIC:** Member shall report to the Executive Director of ERIC immediately upon learning of any Unauthorized Disclosure. ERIC will notify the entire Membership of the Unauthorized Disclosure within a reasonable period of time thereafter, but no less than as required under federal or state law.

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- B. **Member Legal Management of Unauthorized Disclosure:** Where applicable, Member shall address the Unauthorized Disclosure in accordance with law and keep the ERIC Executive Director reasonably apprised of its efforts to do so and its progress.
- C. **ERIC Remediation Process:** Within ninety (90) days of ERIC receiving notice of the Unauthorized Disclosure, Member shall (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, provide 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 (or at a subsequent meeting as determined by the Executive Director of ERIC, in consultation with the Board Chair), following the Member's compliance with sub-sections (a) and (b) above, the Board 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) 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 or losses related to or stemming from the Unauthorized Disclosure.
- ii. Notice of Unauthorized Disclosure of Data/Indemnification-ERIC: Should there be an unauthorized disclosure of Member Data, Third-Party Data, or ERIC Reports by ERIC, whether accidental or intentional or the responsibility of a third party ("ERIC Unauthorized Disclosure"), ERIC shall immediately give notice to Members and take such other steps as required by law, insurance policies, and its incident response plan. ERIC shall keep the membership reasonably apprised of the steps it is taking to address the ERIC Unauthorized Disclosure. 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 attributable to a negligent act or omission by ERIC, capped at the limit of any applicable ERIC insurance policy.
- h. Miscellaneous. This provision 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.

EXHIBIT A

4. Utilizing ERIC Reports to Improve the Accuracy of State Voter Rolls, Increase Access to Voter Registration, and Investigate Possible Cases of Illegal Voting.

ERIC securely analyzes Member Data and Third-Party Data in order to provide its Members with the ERIC Reports. Members use the ERIC Reports to improve the accuracy of their voter registration rolls, provide voter registration information to potentially eligible but unregistered individuals, and investigate possible cases of illegal voting. “Member Data” is defined in Section 2 of this Agreement. “Third-Party Data” and “ERIC Reports” are defined in Section 3 of this Agreement.

Well-timed, frequent, and effective use of ERIC Reports will result in more accurate and up to date voter rolls at any given time. Additionally, more eligible citizens will be registered to vote. ERIC recognizes that Members have other significant year-around legal obligations associated with conducting elections. In recognition of these complex conditions, Members must request and act on ERIC Reports as specified in this section, and in a manner that complies with applicable federal and state laws.

a. Requirements for requesting ERIC Reports; schedules and deadlines. For the purposes of this subsection, a Member’s Date of Certification is the date established pursuant to Section 2(a) of this Agreement.

i. Initial Reports:

- A. Each Member must request and act on an Eligible but Unregistered Report by October 1 or fifteen (15) days before the close of registration, whichever is earlier, of the first Federal General Election following the Member’s Date of Certification. For the purposes of this requirement, close of registration means the earliest of the final day to register by mail or online. In furtherance of ERIC’s mission and to maximize the value of the Eligible but Unregistered report, the Member must request and act on it during a year in which a Federal General Election occurs.
- B. Each Member must request and act on a Cross-State Movers Report, an In-State Movers Report, a Duplicate Report, and a Deceased Report within 12 months of the Member’s Date of Certification. To be clear, each Member must request and act on all four reports specified in this subsection within the 12-month deadline.
- C. Each Member must request a Voter Participation Report for the first Federal General Election following the Member’s Date of Certification, unless the Member is deemed ineligible to receive this report pursuant to Section 5 of this Agreement.

ii. Subsequent Reports:

EXHIBIT A

- A. After a Member requests and acts on the ERIC Reports specified in subsections (i)(A) and (i)(B) above, the Member may request the report in these subsections on a schedule deemed appropriate by the Member and upon which ERIC staff can reasonably provide the requested reports. Members must complete action on any ERIC Report received by the deadline for that report as specified in subsection (b). In furtherance of ERIC's mission, and to maximize the value of membership in ERIC, Members are strongly encouraged to utilize these reports as frequently as possible while complying with applicable federal and state laws.
 - B. After an eligible Member requests and acts on the initial Voter Participation Report, the Member may request these reports pursuant to Section 5 of this Agreement.
 - C. Any Member who has not requested and acted on an ERIC Report specified in subsections (i)(B) and (i)(C) at least once by the date this section is adopted must request and act on the report(s) not yet requested. For unrequested reports specified in subsection (i)(B), the member has 12 months from the date this section is adopted to comply with this requirement. For an unrequested Voter Participation Report, all Members not deemed ineligible must request it for the next Federal General Election in which it is available.
- iii. National Change of Address Report: Each Member may request a National Change of Address Report any time following the Member's Date of Certification. Members are not required to request this report as a condition of membership.
- b. Requirements for acting on ERIC Reports, deadlines for taking action.

This section addresses deadlines and required actions for the Eligible but Unregistered, Cross-State Movers, In-State Movers, Duplicates, and Deceased Reports. See Section 5 for the deadlines and requirements pertaining to the Voter Participation Reports.

- i. Eligible but Unregistered Report:
 - A. These reports must be used to provide voter registration information to potentially eligible but not yet registered individuals.
 - B. When the Member receives an Eligible but Unregistered Report the Member must act on the report by, at a minimum, initiating contact with all individuals identified in the report deemed potentially eligible by the

EXHIBIT A

Member for the purposes of providing information on the most efficient way to register to vote, including the deadlines and eligibility

requirements for registering as specified in applicable state or federal laws.

- C. For the purposes of this Agreement, “individuals identified in the report deemed potentially eligible by the Member” refers to the individuals who remain on the Contact List after the Member has used any other official federal, state, or local data sources, or records internal to the Member, to identify and remove from the contact list individuals who are not eligible pursuant to state law.
 - D. For the purposes of this Agreement, “Contact List” refers to the final list of potentially eligible but unregistered individuals provided to the entity responsible for preparing the mailing (or any other form of contact) to the recipient of the voter registration information.
 - E. Members may not remove from the Contact List any individual identified in the report who otherwise appears to be eligible to register under federal or state law.
 - F. Members are not required to initiate contact with eligible or potentially eligible individuals more than once at the same address. Members are not required to contact any individual who has affirmatively confirmed their desire not to be contacted pursuant to this Agreement or who is otherwise ineligible to vote in the Member’s state.
 - G. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.
- ii. Cross-State and In-State Movers Reports:
- A. These reports must be used to improve the accuracy of the Member’s voter rolls.
 - B. When a Member receives a Cross-State Movers or In-State Movers Report the Member must act on the report by, at a minimum, initiating contact with all voters identified in the report in order to correct the inaccuracy or obtain information sufficient to inactivate or update the voter’s record. This requirement does not prevent the Member from taking any other action on a voter record identified in these reports that may be required by federal or state law.

EXHIBIT A

- C. ERIC recognizes Members may exclude from contact conducted in accordance with this subsection any voter identified in these reports where other official federal, state, or local data sources, or records internal to the Member, indicate the voter record is not out of date or inaccurate. Upon the request of the Executive Director, Members must provide to ERIC details on the excluded voter records.
 - D. Each Member has ninety (90) days after the report was provided to initiate contact with all voters for whom data in the report indicates a record is inaccurate or out of date.
 - E. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.
- iii. Duplicate and Deceased Voters Reports:
- A. These reports must be used to improve the accuracy of the Member's voter rolls.
 - B. When a Member receives a Duplicate or Deceased Report the Member must act on the report by, at a minimum, resolving all duplicate registrations or removing all deceased voters identified in these reports. This requirement does not prevent the Member from taking any other action on a voter record identified in these reports that may be required by federal or state law.
 - C. ERIC recognizes Members may not act on any voter record identified in these reports where other official federal, state, or local data sources, or records internal to the Member, indicate the voter is not deceased or the record is not a duplicate. Upon the request of the Executive Director, Members must provide to ERIC details on these voter records.
 - D. Each Member has ninety (90) days after the report was provided to act on all voter records for which data in the Deceased Report indicates the voter is deceased or for whom the data in the Duplicates Report indicates a registration record is a duplicate.
 - E. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.
- c. Accountability and Transparency. By July 1 of each year, the Executive Director must cause to be published a report of each Member's utilization of the ERIC Reports for the previous calendar year. At a minimum, for each Member, the report must disclose the total number of ERIC Reports requested, the specific ERIC Reports requested, and the frequency by which such ERIC Reports were requested

EXHIBIT A

throughout the preceding year. In consultation with the Executive Committee, the Executive Director may include other content related to how Members used ERIC in the preceding year. The first report will be published by July 31, 2025.

d. Certifying compliance with ERIC Report requirements.

- i. The goals of certifying compliance with Subsection (b) are to 1) ensure Members take seriously their obligations to effectuate ERIC’s mission of improving the accuracy of state voter rolls and providing voter registration information to all eligible citizens, 2) hold Members accountable to the public and to other members of the organization, and 3) provide ERIC with information needed to evaluate its effectiveness.
- ii. In the manner and by the deadline prescribed by the Executive Director, Members must provide written certification to the Executive Director that the Member has or has not complied with the requirements for acting on the Cross-State Movers, In-State Movers, Duplicate, Deceased, Eligible but Unregistered, and Voter Participation Reports. In consultation with the Executive Committee, the Executive Director may ask Members to submit supplemental information that may be useful to evaluating ERIC’s effectiveness.
- iii. Upon advance written notice from the Member Representative, Member staff other than the designated Member Representative may certify compliance. Written notice must be submitted via email to the Executive Director not less than one (1) day prior to the Member submitting the certification.
- iv. ERIC recognizes some Members may, on occasion, be unable to certify compliance due to voter registration system limitations, technical difficulties, or other circumstances. These Members must communicate such limitations or circumstances in writing to the Executive Director at 30 days prior to the first certification deadline established by the Executive Director or as such circumstances arise at any point during membership in ERIC. The Executive Director will assess the circumstances preventing the certification and work with the Member to determine if there are acceptable alternatives to achieving the goals of the certification requirement. This determination is in the sole discretion of the Executive Director, though the Executive Director will consult with the Executive Committee during the assessment process.

EXHIBIT A

- e. Deadline extensions to request a report, act on a report, or certify compliance with report requirements.
 - i. Eligible but Unregistered Reports:
 - A. Members may submit a written request for a reasonable extension to request their initial Eligible but Unregistered Report. The request must be submitted to the Executive Director not less than thirty (30) days before the applicable deadline. The request must set forth the reasons for the extension and provide a specific date when the report will be requested. Due to the inability to reschedule a Federal General Election, an extension must be based on and will only be granted in extraordinary circumstances.
 - B. Members may submit a written request for a brief extension to act on an initial or subsequent Eligible but Unregistered Report. The request must be submitted to the Executive Director not less than seven (7) days before the applicable deadline. The request must set forth the reasons for the extension and provide a specific date when contact will be initiated, except that the Member must initiate contact by a date that provides time for individuals on the Contact List to register and vote in the forthcoming Federal General Election.
 - C. Members may submit a written request for an extension to certify compliance with the requirements for this report in the manner and by the deadline established by the Executive Director pursuant to subsection (d).
 - ii. Cross-State and In-State Movers Reports:
 - A. Members may submit a written request for a reasonable extension to request or act on an initial Cross-State or In-State Movers report. The request must be submitted to the Executive Director not less than thirty (30) days before the 12-month deadline to request the report, or thirty (30) days before the deadline to initiate contact. The request must set forth the reasons an extension is needed and provide a specific date when the report will be requested, or contact will be initiated.
 - B. Members may submit a written request for a reasonable extension to act on a subsequent Cross-State or In-State Movers report. The request must be submitted to the Executive Director not less than thirty (30) days before the 90-day deadline. The request must set forth the reasons an

EXHIBIT A

extension is needed and provide a specific date when the report will be requested, or contact will be initiated.

- C. Members may submit a written request for an extension to certify compliance with the requirements for these reports in the manner and by the deadline established by the Executive Director pursuant to subsection (d).

iii. Deceased and Duplicates Reports:

- A. Members may submit a written request for a reasonable extension to request or act on voter records identified in an initial Deceased or Duplicates Report. The request must be submitted to the Executive Director not less than (30) days before the 12-month deadline to request the report, or thirty (30) days before the deadline to act on the report. The request must set forth the reasons an extension is needed and provide a specific date when the report will be requested, or action will be completed.
- B. Members may submit a written request for a reasonable extension to act on a subsequent Deceased or Duplicates Report. The request must be submitted to the Executive Director not less than thirty (30) days before the 90-day deadline. The request must set forth the reasons an extension is needed and provide a specific date when action will be completed.
- C. Members may submit a written request for an extension to certify compliance with the requirements for these reports in the manner and by the deadline established by the Executive Director pursuant to subsection (d).

iv. Voter Participation Reports.

- A. Members may submit a written request for a reasonable extension to complete its internal investigations arising from possible cases of illegal voting identified in a Voter Participation Report. The request must be submitted to the Executive Director not less than fifteen (15) days prior to the applicable deadline. The request must set forth the reasons for the extension request and provide a specific date when the internal investigations will be completed.
- B. Members may submit a written request for an extension to certify compliance with the requirements for this report in the manner and by

EXHIBIT A

the deadline established by the Executive Director pursuant to subsection (d).

- v. The Executive Director has sole discretion on whether to grant an extension under this subsection or proceed to the applicable Member removal provisions in subsection (f). The Executive Director will inform the Executive Committee of all extension requests submitted pursuant to this section.

f. Failure to request and complete action on reports.

- i. The Executive Director must notify, or cause to be notified, in writing, a Member who appears to be at risk of missing a deadline to request its initial Cross-State Movers, In-State Movers, Duplicates, Deceased, Eligible but Unregistered, or Voter Participation Report. A Member who fails to request, act on, or certify any initial report by the applicable deadline, and who fails to request an extension on any of these requirements as provided in subsection (e), is *automatically removed* from ERIC Membership.
- ii. A Member who fails to act on or certify any of their subsequent ERIC Reports by the applicable deadlines, and who fails to request an extension as provided in subsection (e), may be suspended from receiving additional ERIC Reports. Whether to suspend access to additional reports, and the duration of such suspension, is in the sole discretion of the Executive Director. The Executive Director shall take into account the circumstances of the failure to complete the required action and failure to request an extension, including whether the Member appeared to otherwise be acting in good faith to comply with the applicable requirements. The Executive Director will inform the Executive Committee of any actions taken pursuant to this subsection.

5. Voter Participation Reports.

- a. ERIC recognizes that the appearance of illegal voting, allegations of illegal voting, and actual illegal voting undermines public confidence in the electoral process and election outcomes. ERIC can be a tool to identify potentially illegal votes and refer them to Members for further investigation consistent with each state's laws. For the purposes of this Agreement, "illegal votes" means votes cast by an individual who may have voted more than once in the Member jurisdiction at the same election, voted in more than one Member jurisdiction at the same election, or voted on behalf of a deceased voter within the Member jurisdiction.

EXHIBIT A

- b. After completing an initial Voter Participation Report, eligible Members may request Voter Participation Reports following each Federal General Election as provided in subsection (c). An eligible Member is not required to request this report after they have requested and acted on their initial Voter Participation Report.
 - c. To receive the Voter Participation Report, Members must submit a written request to the Executive Director at least 30 calendar days before the applicable election. In the written request, the Member must: (1) specify the election for which it requests data identifying voters who appear to have cast improper votes, (2) affirm that it will submit to ERIC voting history data for the applicable election in a manner consistent with how voter files and motor vehicle records are submitted to ERIC, (3) affirm that it will accept the requested data from ERIC, (4) affirm that it will complete a reasonable internal investigation of any possible improper votes before publicly releasing information about the data, and (5) affirm that it can protect the confidentiality of the Voter Participation Report, either by state law or administrative rule, until the internal investigation is complete and the findings are turned over to law enforcement.
 - d. Any Member unable to provide the affirmation required in c(5) is deemed ineligible to receive the Voter Participation Report and must submit to the Executive Director a written explanation of why the Member cannot provide the affirmation in c(5). Members deemed ineligible to receive this report, or who do not request the report, are not required to submit voting history data for use in preparing Voter Participation Reports.
 - e. A Member who requests a Voter Participation Report must submit to ERIC the required voting history data no later than 90 days from the date the Member certifies the applicable Federal General Election pursuant to the Member's state law. In consultation with the Executive Director, the Member may request a deadline extension to accommodate a recount(s) or other post-election activity required by state law that will prevent the member from providing the voting history data by the 90-day deadline.
 - f. A Member who requests a Voter Participation Report must refer all findings of credible cases of illegal voting to the appropriate law enforcement authorities, as designated by the Member's state law, no later than December 31 of the calendar year following the applicable Federal General Election or 180 days after the Member receives its final Voter Participation Report, whichever is later.
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. State Specific Requirements. From time to time, legislation or implementing regulations enabling states to become members of ERIC will contain state-specific

EXHIBIT A

membership requirements not applicable to all Members. Such state-specific requirements are set forth in Exhibit C.

8. 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.
9. 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
10. 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.
11. 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 a majority vote of the entire Membership. 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.
12. 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.
13. 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.
14. 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

EXHIBIT A

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.

15. 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. This Agreement may be executed using electronic signatures.
16. 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.
17. Headings and Subsections. Section headings are provided for reference and do not constitute part of this Agreement.
18. 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:

Name:
Title: ERIC Executive Director
Address:
Phone:
Email:

[MEMBER]

By: _____
Name: _____
Title: _____
Date: _____

Notice Details:

With a copy to (optional):

Name:	Name:
Title:	Title:
Address:	Address:
Phone:	Phone:
Email:	Email:

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
7. Current record status
8. Phone number
9. E-mail address or other electronic contact method

Exhibit C

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).

From: Thompson, Michaela R (GOV)
Sent: Friday, February 10, 2023 2:25 PM AKST
To: Applebee, Josh M (GOV)
Subject: RE: ERIC

Yes, I can do Monday. The only thing I have on my schedule is a meeting from 9:30-10am so feel free to give me a call when you have time.

Michaela

From: Applebee, Josh M (GOV) <josh.applebee@alaska.gov>
Sent: Friday, February 10, 2023 2:17 PM
To: Thompson, Michaela R (GOV) <michaela.thompson@alaska.gov>
Subject: RE: ERIC

82 pages... wow!
I think I will definitely need you to talk me through all of these.

Early next week – Monday perhaps?

Josh

From: Thompson, Michaela R (GOV) <michaela.thompson@alaska.gov>
Sent: Friday, February 10, 2023 2:06 PM
To: Applebee, Josh M (GOV) <josh.applebee@alaska.gov>
Subject: ERIC

Hi Josh,

I wanted to make you aware that ERIC is updating their bylaws. They have released the proposed changes and these are to be voted on during the Board of Directors meeting on 2/19. If you have time I'd like to talk you through the changes that are being made so you and the Lt. Governor can be up to date.

Give me a call when you have time to discuss this or we can set up a time next week.

Thanks,

Michaela R. Thompson
Acting Director
State of Alaska, Division of Elections
Absentee and Petition Office
Phone: (907) 270-2700
Fax: (907) 270-2780



CONFIDENTIALITY NOTICE: This communication with its content and any attachments may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

From: Hamlin, Shane
Sent: Monday, February 13, 2023 3:22 PM AKST
To: Hamlin, Shane
CC: Haas, Ericka; Whitt, Sarah
Subject: PLEASE READ - Materials for Feb. 19 ERIC Board of Directors Meeting
Attachments: Agenda - February 19 2023 Annual ERIC Board of Directors Meeting.pdf, Unofficial Minutes - July 22 2022 ERIC Board of Directors Meeting.pdf, Unofficial Minutes - Dec 9 2022 ERIC Board of Directors Meeting.pdf
Importance: High

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

****Sent to the ERIC Board of Directors & Secondary Points of Contact****

Directors,

Please find attached the agenda for our upcoming meeting and the unofficial minutes from our July 22 and December 9, 2022, meetings.

I want to draw your attention to item 5 on the agenda. You will not be asked to vote on "Reform Proposals" to the ERIC Membership Agreement. That is, there will not be a vote at this time on the proposed changes to the EBUs, Cross-State Movers, In-State Movers, Deceased, and Duplicates Reports.

You will be asked to vote on Operational Enhancement amendments to the membership agreement, and Operational Enhancements and Reform Proposal amendments to the bylaws. The terms "Operational Enhancements" and "Reform Proposals" are defined in the cover memo I sent last week that accompanied the full text of the proposed amendments.

Other meeting notes/reminders:

- We're meeting at the [Washington Marriott at Metro Center](#), just a block away from the Hyatt. PLEASE NOTE: I will share the name of the room at the NASED/NASS Conference. (This is a security precaution.)
- A breakfast buffet will be available Sunday morning beginning at 7:15 am EST. Hope you'll all make your way to the meeting in time to grab some grub before we roll up our sleeves and get to work.
- Box lunches will be available at 11:45 am EST. We may take a short lunch break, or we may work through lunch. We'll play it by ear.
- Depending on your flight schedule, you may want to leave your luggage with the bag check service at the Hyatt and pick it up after our meeting. This may be a better option than bringing it with you to the new location. Up to you.

Looking forward to seeing you all soon. Safe travels!

Thanks,

-Shane

Shane Hamlin | Executive Director
ERIC | Electronic Registration Information Center
1201 Connecticut Ave NW, Suite 600
Washington, DC 20036
(202) 695-3464

www.ericstates.org



ERIC Board of Directors Meeting

July 22, 2022

8:30 am – 12:30 pm CDT

Madison Concourse Hotel | Zoom Video/Teleconference

Unofficial Minutes

Call to Order/ Roll Call

The meeting was called to order at 8:34 a.m. CDT. Chair Grandjean welcomed board members and staff in attendance. Secretary Maeda conducted the roll call. 28 Directors were present, 6 Directors were absent. See attached roll call documentation.

S. Hamlin indicated a revision to the agenda and that the performance data item would be discussed at a later meeting.

1. Membership and Board Updates/Issues

- A. John Lindback, non-voting member of the board, announced he is resigning from the ERIC Board of Directors effective immediately. John stated he has offered all he can to the organization, and he wants to be free to engage in other elections policy and advocacy work. He recognized he cannot do this and remain an effective non-voting member of the board. Board members expressed their gratitude for his contributions to the field of elections. They highlighted his distinguished career overseeing state elections in Alaska and Oregon, his leadership in the National Association of State Election Directors, his critical role in the creation of ERIC while serving as a senior officer at Pew, his tireless focus as ERIC's first Executive Director on ensuring the organization's start-up success and growth, and his contributions to the board as a non-voting board member over the last five years. John Left the meeting after thanking members for their comments and tributes.
- B. Chair Grandjean reported a group of Secretaries of State has asked the board to review a set of proposed changes to the bylaws and membership agreement. She reported these Secretaries convened a conference call to discuss and review these proposals in advance of this board meeting. She participated in the conference call to listen to their concerns and agreed to share the proposals with the board.

S. Hamlin displayed a list of the proposals the group of Secretaries asked the board to review, including:

- 1) Sunset Ex Officio Board Member positions at the end of the current term
- 2) Make use of Eligible but Unregistered report optional
- 3) Modify Voter Participation Report requirements including data from all members in the reports
- 4) Review list maintenance requirements and enforcement provisions
- 5) Clarify and strengthen language including data protection provisions

S. Hamlin reported the Executive Committee has formed a workgroup consisting of the committee members plus four other board members – the Member Representatives from

Alabama, Colorado, Georgia, and New Mexico. The workgroup is tasked with taking a deeper look at the requested changes and reporting back to the board with recommendations for action, if any.

- C. S. Hamlin reported that on July 14, 2022, Louisiana submitted its formal notice of resignation from ERIC. Under Article II, Section 7 of ERIC's bylaws, Louisiana's resignation will be effective on November 9, 2022.

2. Executive Director FY23 Goals

S. Hamlin presented goals for the year, tying core competencies with strategic goals and specific tasks. These include, but are not limited to, recruiting additional states; increasing the value of ERIC membership by increasing the frequency members request list maintenance reports; and hiring a new staff member.

3. Data Uploads – Informational/Status Update

S. Hamlin reported staff continues to work with states to review last activity date issues. Several issues arose related to redistricting and other actions that appear to have impacted last activity date calculations in some states. He said the reviews were nearly complete and virtual Q&A sessions would be scheduled to continue this work and answer any questions members may have.

4. Voter Participation Reports

S. Hamlin said a workgroup composed of approximately 18 people, including board members and their elections staff, would meet to review the membership agreement requirements related to Voter Participation Reports. The workgroup will review challenges associated with processing these reports and recommend ideas for improvement.

5. Key ERIC Activities

S. Hamlin reported 2022 List Maintenance Reports statistics. He said over the last year ERIC provided over 590 list maintenance reports identifying over 8 million out of date records, not including NCOA data. He reminded states to schedule the mandatory EBU reports if they had not already done so.

S. Steffen, ERIC's General Counsel, provided an update on active records requests submitted to ERIC member states.

6. Adjournment

There being no further business, the meeting was adjourned at 12:27 p.m. CDT.

Roll Call and Vote Tally Record

July 22, 2022 - Madison, WI/Zoom Teleconference

Called to Order at: 8:34 am CDT

Adjourned at: 12:17 pm CDT

				Roll Call	Other attendees from Member state
	Member State	Member Representative	Desingated Proxy	Present?	
1	Alabama	Clay Helms		X	
2	Alaska	Gail Fenumiai		Absent	
3	Arizona	Kori Lorick		X	
4	Colorado	Judd Choate		X	
5	Connecticut	Ted Bromley		Absent	
6	Delaware	Anthony Albence		X	
7	District of Columbia	Monica Evans		X	
8	Florida	Maria Matthews		X	
9	Georgia	Blake Evans		X	
10	Illinois	Brenadette Matthews		Absent	
11	Kentucky	Karen Sellers		X	
12	Iowa	Heidi Burhans		X	
13	Louisiana	Sherri Hadskey		X	
14	Maryland	Linda Lamone		X	
15	Massachusetts	Michelle Tassinari		X	
16	Michigan	Jonathan Brater		X	
17	Minnesota	David Maeda		X	
18	Missouri	Chrissy Peters		X	
19	Nevada	Mark Wlaschin		Absent	
20	Maine	Melissa Packard		X	
21	New Jersey	Lauren Zyriek		X	
22	New Mexico	Mandy Vigil		X	
23	Ohio	Mandi Grandjean		X	
24	Oregon	Deborah Scroggin		X	
25	Pennsylvania	Jonathan Marks		X	
26	Rhode Island	Rob Rock		Absent	
27	South Carolina	Howard Knapp		X	
28	Texas	Keith Ingram		X	
29	Utah	Ryan Cowley		X	
30	Vermont	Will Senning		Absent	
31	Virginia	Susan Beal		X	
32	Washington	Stuart Holmes		X	
33	West Virginia	Brittany Westfall		X	
34	Wisconsin	Meagan Wolfe		X	
	Non-Voting Board Member	David Becker		X	
	Non-Voting Board Member	John Lindback		X	Left after resigning
	Ex-Officio - Executive Director	Shane Hamlin		X	
	Ericka Haas	ERIC		X	
	Sarah Whitt	ERIC		X	
	Sally Steffen	ERIC Counsel		X	



ERIC Annual Board of Directors Meeting

February 19, 2023 | 8:00 am – 1:30 pm EST
Washington Marriott at Metro Center, Washington, D.C.*

1. Approval of Prior Meeting Minutes
2. Independent Cyber Security Assessment Options (Discussion/Board Guidance)
3. Member Updates (Discussion)
4. Membership Compliance Briefing (Discussion)
5. Bylaws and Membership Agreement Amendments
 - a. Bylaws: Operational Enhancements & Reform Proposal (Discussion/Membership Vote)
 - b. Membership Agreement: Operational Enhancements (Discussion/Membership Vote)
 - c. Membership Agreement: Reform Proposals (Discussion Only)
6. 2023 Elections (Discussion/Board Vote)
 - a. Officers and Committee Members
 - b. Non-Voting Board Member (if applicable)

*Virtual participation option provided in electronic meeting invitation



ERIC Board of Directors Meeting

December 9, 2022

2:00 p.m. – 5:00 p.m. EST

Zoom Video/Teleconference

Unofficial Minutes

Call to Order/ Roll Call

Chair Grandjean called the meeting to order at 2:04 p.m. EST. She welcomed board members and staff in attendance. Secretary Maeda conducted the roll call. 24 Directors were present, 5 were absent. See attached roll call documentation. J. Mullins, from Mullins P.C. was also in attendance.

Chair Grandjean noted there would be some turnover to the board given the previous month's election. She thanked all for their contributions to elections and on the ERIC Board of Directors.

1. Approval of prior Board/Membership meeting minutes

Chair Grandjean noted Executive Committee Meeting minutes were included in the meeting materials for informational purposes. No vote was required on those sets of minutes.

R. Rock moved and A. Albence seconded a motion to adopt the June 3, 2022, ERIC Membership Meeting minutes. No discussion. Motion was adopted on a voice vote.

R. Rock moved and A. Albence seconded a motion to adopt the June 3, 2022, ERIC Board of Directors Meeting minutes. No discussion. Motion was adopted on a voice vote.

2. Fiscal Year 2022 Financial Audit

S. Hamlin introduced CPA John Mullins to provide the audit report. Mullins presented the audit report. Mullins reported ERIC's financial statements "present, fairly, in all material respects, the financial position of ERIC as of June 30, 2022, and the changes in its net assets and its cash flows for the year ended in accordance with accounting principles generally accepted in the United States of America." Mullins invited board members to raise questions and comments. There was no further discussion.

3. 2021 IRS Form 990

S. Hamlin presented information from the filing, reviewing each section and offering board members an opportunity to ask questions. He will provide board members with a secure link to the draft for additional review prior to submitting the 990 to the IRS. There was no further discussion.

4. Bylaws and Membership Agreement Working Group

S. Hamlin reported on the workgroup's activities. He said the group had met four times since September and that he would share a written summary of the workgroup's efforts in the coming week. Chair Grandjean thanked workgroup members for all their work. S. Hamlin invited board members to raise questions and comments. There was no further discussion.

5. Updates to ERIC's Information Security Management Plan

S. Hamlin and E. Haas went through the plan related documents, highlighting specific proposed changes.

R. Rock moved the board to approve the recommended 2022 updates to ERIC's information security documents, specifically changes and additions to the Master Risk Matrix; the Information Security Management Plan; and ERIC Security Policies (changes made to 002 Information Sensitivity; 010 Acceptable Use; 011 Mobile Computing and Remote Network Access; 015 Security Training and Awareness; 022 Encryption; 023 Cryptographic Hashing; 050 Data Retention; 100 Information Security Incident Handling; 200 Configuration Management; 902 Hashing Application Terms and Conditions Sample.

R. Cowley gave the second. Brief discussion followed. Secretary Maeda conducted a roll call vote. All voted "yes." Motion was approved. See attached roll call documentation.

6. Member and ERIC Activity Updates

S. Hamlin provided information on the February board meeting in Washington DC.

He said ERIC staff were meeting with members' tech and security staff to review outside cyber assessment options. ERIC staff also plan to schedule virtual ERIC 101 sessions for members' tech/reporting staff.

There was no further discussion.

7. Adjournment

There being no further business, the meeting was adjourned at 3:56 p.m. EST.

Roll Call and Vote Tally Record
Dec. 9, 2022 Zoom Teleconference

Called to Order at: 2:05 EST Adjourned at: 3:56 EST

			Attendance Roll Call	Other attendees from Member state	Roll Call for Motions Motion to approve updates to ERIC's Information Security Management Plan, Risk Matrix and Associated Policies.
Member State	Member Representative	Desingated Proxy	Present?		Yes/No/Absent
1 Alabama	Clay Helms		X		Yes
2 Alaska	Gail Fenumiai		Absent		Absent
3 Arizona	Kori Lorick		Absent		Absent
4 Colorado	Judd Choate		X		Yes
5 Connecticut	Ted Bromley		Absent		Absent
6 Delaware	Anthony Albence		X		Yes
7 District of Columbia	Monica Evans		X		Yes
8 Florida	Maria Matthews		X		Yes
9 Georgia	Blake Evans		X		Yes
10 Illinois	Brenadette Matthews		X		Yes
11 Kentucky	Karen Sellers		X	Taylor Brown	Yes
12 Iowa	Heidi Burhans		Absent		Absent
13 Maine	Melissa Packard		X		Yes
14 Maryland	Linda Lamone	Melissa Dorsey	X		Inelgible (Director's Vote)
15 Massachusetts	Michelle Tassinari		Absent		Absent
16 Michigan	Jonathan Brater		X		Yes
17 Minnesota	David Maeda		X		Yes
18 Missouri	Chrissy Peters		X		Yes
19 Nevada	Mark Wlaschin		X		Yes
20 New Jersey	Lauren Zyriek		X	Brittany Giampola	Yes
21 New Mexico	Mandy Vigil		X		Yes
22 Ohio	Mandi Grandjean		X		Yes
23 Oregon	Molly Woon		Absent		Absent
24 Pennsylvania	Jonathan Marks		X		Yes
25 Rhode Island	Rob Rock		X		Yes
26 South Carolina	Howard Knapp		X	Brian Leach	Yes
27 Texas	Keith Ingram		X		Absent for the vote
28 Utah	Ryan Cowley		X		Yes
29 Vermont	Will Senning		X		Yes
30 Virginia	Susan Beal		X		Absetn for the vote
31 Washington	Stuart Holmes		X		Yes
32 West Virginia	Brittany Westfall		X		Yes
33 Wisconsin	Meagan Wolfe		X		Yes
Non-Voting Board Member	David Becker		X		
Non-Voting Board Member	Vacant				
Ex-Officio - Executive Director	Shane Hamlin		X		
Erica Haas	ERIC		X		
Sarah Whitt	ERIC		X		
Sally Steffen	ERIC General Counsel		X		

From: Kimberly Smith
Sent: Friday, February 17, 2023 11:51 AM AKST
To: Andrew Dowd; afontes@azsos.gov; agrandjean@OhioSOS.Gov; Andrew Buller; Anthony Albence; James Tatum; Jocelyn Benson; beredondo@cee.pr.gov; Barbara Jackson McIntosh; Brad King; Brian Newby; Bradford Raffensperger; Brenda Cabrera; bret.kelly@ncsbe.gov; Brian Kruse; Brian Sleeth; bryan.caskey@ks.gov; Brittany Westfall; Brian Wood; Carol Morris; Thompson, Carol A (GOV); Caroline Fawkes; Carri Crum; Charles Holiday; Jay Ashcroft; cisco@sos.nv.gov; C.J. Garrison; Douglas Kellner; David Maeda; Dana Corson; Debby Erickson; Derrin Robinson; Sandra Pinsonault; D. Pliner; dwight.shellman@sos.state.co.us; Fiti Tavai; Guy Mickle; Heidi Burhans; Heather Hawthorne; Howard Knapp; Timaka James-Jones; Melanie Clark; Jason Hancock; James Boggs; Jeff Hancock; joe.iseke@gec.guam.gov; john.thurston@sos.arkansas.gov; Janine Petty; jroebuck@miottawa.org; jshew@douglascountyks.org; julie.flynn@maine.gov; kingram@sos.texas.gov; Kathleen Montejo; Kori House; kplacencia@sos.ri.gov; kristen.e.uyeda@hawaii.gov; Kyle Thomas; Kyle Ardoin; Lealofi Uiagalelei; Lori Larsen; LR Booth; Linda Von Nessi; Mandy.Vigil@state.nm.us; Maria.Matthews@DOS.myflorida.com; maria.pangelinan@gec.guam.gov; mark.goins@tn.gov; Diane Meadows; meagan.Wolfe@wi.gov; Monica Evans; Michael.Dickerson@mecklenburgcountync.gov; michael.watson@sos.ms.gov; Michelle.Tassinari@sec.state.ma.us; mike.spence@caddoclerk.com; molly.woon@so.oregon.gov; Nancy Boren; Nicole Browne; Norma Figueroa Morales; nikki.charlson@maryland.gov; Nicholas Lima; pat.nakamoto@hawaiicounty.gov; Patricia Piecuch; pattyweeks@co.nezperce.id.us; Paul Lux; Rachel Bledi; Rachel.Soulek@state.sd.us; Ralph Artigliere; rloy@deltacounty.com; robertd@pointing.com; Jana Maddux; Rozan Mitchell; Batina Dodge; Shelly Jackson; Michael Adams; Lori Stottler; Stuart Holmes; Susan Beals; Susan Lapsley; tami.spero@humboldtcountynv.gov; Timothy DeCarlo; Theodore Bromley; Tonia Fernandez; Will Senning
CC: Donald Palmer; Thomas Hicks; Benjamin Hovland; Christy McCormick; Steven Frid; Amanda Joiner; Kristen Muthig; Kristen Lee; Heather Ford; Robin Sargent
Subject: Standards Board Annual Meeting Update
Importance: High

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Standards Board Members,

Please save the dates of **Tuesday, April 18** (full day) and **Wednesday, April 19** (half day) for the Standards Board annual meeting in **Phoenix, Arizona**. Previously we indicated the meeting would be held April 13 and 14; however, we were unable to identify a location that could accommodate our group on those dates. We apologize for any inconvenience.

In addition to the meeting, we are exploring optional activities for Monday, April 17 (the day before the meeting begins). Please hold these dates on your calendar and plan to join us. Your participation on both meeting days is very important and we appreciate your service on the Standards Board.

We will provide additional location and logistics information in the very near future. Please reach out with any questions you may have in the meantime.

Thank you,

Kimberly Smith | Alternate Designated Federal Officer (ADFO), EAC Standards Board
U.S. Election Assistance Commission
633 3rd Street NW, Suite 200 | Washington, DC 20001
www.eac.gov

From: Hamlin, Shane
Sent: Thursday, February 23, 2023 10:16 AM AKST
To: Hamlin, Shane
CC: Haas, Ericka; Whitt, Sarah
Subject: Opportunity - AP Media inquiry - Survey

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****Sent to ERIC Board of Directors and Secondary Points of Contact.****

Directors,

A fair number of you have shared with me an email from Christina Almeida Cassidy, with the Associated Press, asking you to complete a short survey regarding your ERIC membership. (The survey questions are below.) She is not asking for any federally protected ERIC data. Below are her questions. I'm reaching out to encourage to use her third question – "If not, how has the state benefited from ERIC? – as an opportunity to tell your ERIC story. Consider taking a few minutes to explain how ERIC helps you, maybe include a link to any published reports or data, etc. Basically, while the other questions might be answered with simple "yes", "no, or "NA" and have a negative connotation, the third question is a great opportunity that should not be overlooked. Please let me know if you'd like to jump on a call to discuss this further.

Thanks,
-Shane

From the AP:

"QUESTIONS:

- _ Is the state Elections Board considering withdrawing from ERIC?
- _ If yes, what are the concerns and when will a final decision be made?
- _ If not, how has the state benefited from using ERIC?
- _ Are you aware of any legislation in your state that would compel withdrawal from ERIC?
- _ If there is, does the board support these legislative efforts requiring your state to withdraw from ERIC?"

From: Hamlin, Shane
Sent: Friday, February 24, 2023 5:14 PM AKST
To: Hamlin, Shane
CC: Haas, Ericka; Whitt, Sarah
Subject: March 17 Meeting - Deadline/Notice Regarding Amendments
Attachments: ERIC Bylaws-Membership Agreement Proposed Amendments CLEAN Version 2-8-2023.docx, ERIC Bylaws-Membership Agreement Proposed Amendments COMPARE Version 2-8-23.docx
Importance: High

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

****Sent to the ERIC Board of Directors and Secondary Points of Contact****

Members,

This is one of several emails I'll send that addresses deadlines and process or logistical matters for our March 17, 2023, meeting. **This email pertains to deadlines and submission requirements for additional amendments.**

All amendments must be submitted to me via email by 5 pm Friday, March 3. I will review the amendments, package them up, and distribute them to the Board of Directors by March 7; 10 days before the board meeting. This timeline ensures compliance **with** the notice requirements set forth in Article II, Section 10, of ERIC's bylaws.

The Chair and Vice Chair have agreed on the following:

1. Only voting board members may submit amendments.
2. Alternative proposals will be accepted and distributed to the members for consideration. Alternative proposals are defined as a proposal that is substantively different, in whole or in part, from the "a la carte" model currently on the table. In other words—a proposal that deviates in material ways from the proposed model. To ensure members can fairly assess an alternative proposal, it should be fully drafted/fleshed out. A short summary may be helpful but is not required.
3. Other changes that could be described as housekeeping, minor wordsmithing, corrections to typos, or that are within scope of the "a la carte" model or other proposed changes are welcome by the deadline. These should be clearly laid out with line and page references or in some other manner that makes it as easy to understand what the proposed change is and where it applies to the underlying amendment.

To aid in these processes, please find attached a Word version of the amendment documents. I've included a "clean" version and a "track changes" version.

As always, please let me know if you have any questions. Stay tuned for additional information and notices for the meeting.

Finally, please do your best to participate in one or both open mic calls I set up for March 8 and March 10.

Thank you,

-Shane

Shane Hamlin | Executive Director
ERIC | Electronic Registration Information Center
1201 Connecticut Ave NW, Suite 600
Washington, DC 20036
(202) 695-3464

www.ericstates.org

ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

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Last updated on March 28, 2014; May 21, 2015; October 28, 2015; December 16, 2016; November 30, 2018; February 3, 2020; June 3, 2022

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ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

BYLAWS

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, 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 Executive Director who shall, in turn, notify the Membership.

Section 2. Admission of Members. Any jurisdiction seeking membership shall apply to the Executive Director. 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 Board of Directors, 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.

Section 4. Membership Fee. Upon admission and execution of the Membership Agreement, each member shall pay a one-time, non-refundable Membership Fee of \$25,000 to the

Corporation. With respect to individual members, the schedule for payment of the Membership Fee may be modified by the Board of Directors.

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 of Directors. The Dues Schedule may be amended, modified, or substituted by a vote of the Membership, however, the schedule for payment of dues by individual members may be modified by the Board of Directors. 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 Membership 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 Executive Director, who shall, in turn, notify the Membership. 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 Membership 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 herein or in the Membership Agreement. Such automatic removal shall be effective upon written notice by the Chair of the Board of Directors and/or the 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 Board of Directors. The Board of Directors 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 Board of Directors for the transaction of 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 Board of Directors. The annual meeting 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 Board of Directors for annual and regular meetings and in the notice of meeting for special meetings. The Board of Directors 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 Membership shall be published following 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, in the case of public meetings, 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, a majority of the entire Membership, or upon request of the Executive Director. 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. The Member Representative shall provide written notice to the Executive Director of the proxy within a reasonable period of time in advance of the meeting of the members.

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. Appointment of Directors. All members of the Corporation have a right to appoint their Member Representative to serve as a director on the Board of Directors. Upon admission to Membership under Article II, Section 2 or in the event of a vacancy, member shall inform the Executive Director in writing whether it wishes to have its Member Representative serve or continue to serve on the Board of Directors. Declining to have a Member Representative serve on the Board of Directors shall have no effect on the Member's other rights under these Bylaws, and such member shall have the right to appoint or reinstate their Member Representative to the Board of Directors at any time by providing written notice to the Executive Director who shall, in turn, notify the Board of Directors.

Section 3. 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 4. 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 of Directors.

Section 5. Vacancies. If a Member Representative position on the Board of Directors becomes vacant for any reason including resignation or removal, the chief election official shall appoint a replacement in accordance with Article II, section 1 and shall notify the Executive Director in writing whether it wishes to have its replacement Member Representative serve as a director on the Board of Directors.

Section 6. 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 of Directors shall be held at such times as may be fixed by the Board of Directors. Special meetings of the Board of Directors may be held at any time whenever called by the Chair of the Board, two or more directors, or the Executive Director. Any Member Representative who is not a director may attend any meeting of the Board of Directors.

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 of Directors for annual and regular meetings and in the notice of meeting for special meetings. Minutes of any meeting of the Board of Directors shall be published following the meeting.

Section 7. Notice. Annual and special meetings of the Board of Directors 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 8. 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 of Directors. Directors are not permitted to give a proxy to someone to act on his or her behalf with respect to actions of the Board of Directors.

Section 9. 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 of Directors 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 of Directors or such committee shall be filed with the minutes of the proceedings of the Board of Directors 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 10. 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) approve or remove members; d) elect or remove officers; e) remove directors; 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, except with respect to quorum. In the absence of a contrary provision established by the Board of Directors, 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 of Directors, and the Executive Director shall serve as a non-voting member of the Executive Committee (collectively the “*ex officio* members”). Vacancies in the *ex officio* membership of the Executive Committee shall be addressed in accordance with Article V.

(b) Elected Membership: In addition to the *ex officio* members, until the Membership reaches thirty-four, the Executive Committee shall include two voting members of the Board of Directors elected by the Board of Directors. When the Membership reaches thirty-five, the number of voting members of the Board of Directors serving on the Executive Committee shall increase to four, with the election of the additional members occurring within a reasonable time following the admission of the thirty-fifth member. Such committee members shall serve in this capacity for terms of one year, not to exceed two consecutive one-year terms. In the event of a vacancy among the elected membership of the Executive Committee, in accordance with subsection d below, the Executive Committee shall take reasonable steps to propose a replacement to fill the unexpired term of his or her predecessor.

(c) Chair of Executive Committee: The Chair of the Board of Directors 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 of Directors, 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 of Directors a slate of candidates for officer positions and elected members of the Executive and Finance Committees, including in the event of a vacancy, and the Executive Director; and, in consultation with the Finance Committee, reviewing the compensation and performance of 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 or more of its members. Actions of the Executive Committee shall be reported to the Board of Directors.

Section 7. Finance Committee.

(a) Ex Officio Membership: The Finance Committee shall consist of the Treasurer and Secretary of the Board of Directors, and the Executive Director shall serve as a non-voting member of the Finance Committee (collectively, the “*ex officio* members”). Vacancies in the *ex officio* membership of the Finance Committee shall be addressed in accordance with Article V.

(b) Elected Membership: The Finance Committee shall include one voting member of the Board of Directors elected by the Board. This committee member shall serve in this capacity for terms of one year, not to exceed three consecutive one-year terms. In the event the voting member position on the Finance Committee becomes vacant, in accordance with subsection d below, the Executive Committee shall take reasonable steps to propose a replacement to fill the unexpired term of his or her predecessor.

(c) Chair of Finance Committee: The Treasurer shall be the Chair of the Finance Committee.

(d) Role and Powers of Finance Committee: Except as set forth in Article IV, Section 1 above, or as otherwise proscribed by the Board, the Finance Committee shall have the authority to exercise all powers of the Board of Directors between meetings of the Board. The Finance Committee will assist the Board of Directors with its financial oversight responsibilities including reviewing and recommending approval of the annual operating budget; reviewing periodic financial reports; and overseeing the management of financial assets and audits. The Finance Committee shall hold regular meetings at such times as it shall determine and special meetings as requested by any of its members. Actions of the Finance Committee shall be reported to the Board of Directors.

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, the Executive Director, and may include such other officers as may be deemed necessary.

Section 2. Term of Office, Vacancies and Removal. The officers, other than the Immediate Past Chair and the Executive Director, shall be elected by the Board of Directors from among its membership at the annual meeting of the Board. The Board of Directors 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 terms of one year, until the next annual meeting of the Board of Directors 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 of Directors may fill such vacancy. Any officer so appointed or elected shall serve only until such time as the unexpired term of his or her predecessor shall have expired unless re-elected by the Board of Directors. Any officer may be removed by a vote of the majority of the entire Board of Directors 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 of Directors.

(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 and members, 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 oversee the custody of the corporate seal of the Corporation, if any; and shall have authority to affix or cause to be affixed the same to any instrument requiring it; and, when so affixed, it may be attested by his or her signature. The Board of Directors 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 be chair of the Finance Committee. The treasurer shall oversee 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 or cause to be deposited 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 of Directors, the Treasurer shall render or cause to be provided a statement of accounts. The Treasurer shall at all reasonable times exhibit or cause to be exhibited the books and accounts to any officer or director of the Corporation, and shall perform or cause to be performed all duties incident to the office of Treasurer, subject to the supervision of the Board of Directors, and such other duties as shall from time to time be assigned by the Board. The Treasurer shall, if required by the Board of Directors, 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 of Directors; report on the progress of the Corporation's activities, 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 of Directors 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 of Directors 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 in the custody of the Executive Director (1) correct and complete books and records of accounts, (2) minutes of the proceedings of its Board of Directors, members, 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, in accordance with federal law.

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 improvements to voter registration in the United States; and

WHEREAS, ERIC seeks to lessen the burdens of government by facilitating the collaboration of states 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 in furthering its charitable and educational purposes by such states becoming members of ERIC and furnishing voter registration and other data to help ERIC understand the needs of states with respect to their use of voter registration systems, and assist state 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 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 Director 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 Registration Data and Motor Vehicle Department Data.
 - 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.

EXHIBIT A

- b. Within sixty (60) days of the Certification Date, and at least every sixty (60) days thereafter, the Member shall transmit the following data to ERIC: (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 (“Voter Registration Data”), and (2) all licensing or identification records from motor vehicles departments (excluding those fields unrelated to voter eligibility, such as fields related to an individual’s driving record), including those fields identified in Exhibit B (“MVD Data”). 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.
 - c. 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. Member may submit written requests to the Executive Director of ERIC for reasonable extensions of the grace period deadline if Member is unable to upload Member Data 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. If a grace period expires without a transmission to ERIC of Member Data from the Member, the Member shall be *automatically removed* from membership in accordance with the Bylaws.
3. Protection of ERIC Reports, Member Data, Third-Party Data, and ERIC Information.
- a. Definitions. The following definitions pertain to this Section and the Agreement as a whole.
 - i. ERIC Reports: Using Member Data (defined in Section 2 of this Agreement) and, in some cases, data from third-party sources, ERIC makes the reports described below available to its Members. These reports, in whole or in part, shall be collectively referred to in this Agreement as “ERIC Reports.”
 - A. **Eligible but Unregistered Report:** This report identifies individuals who appear to be eligible to register to vote in a member state but who do not appear to be registered. This report contains MVD Data and Voter Registration Data.
 - B. **Cross-State Movers Report:** This report identifies voters who appear to have moved from one ERIC member state to another ERIC member state. This report contains MVD Data and Voter Registration Data.
 - C. **In-State Movers Report:** This report identifies voters who appear to have moved within the member state or who have updated their contact information. This report contains MVD Data and Voter Registration Data.

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- D. **Duplicate Report:** This report identifies voters with duplicate registrations within the member state. This report contains Voter Registration Data. MVD Data is used to help strengthen the matches identified in this report but is not contained in the report.
- E. **Deceased Report:** This report identifies voters who may have died. This report is created using Social Security death data known as the Limited Access Death Master File (“LADMF”). This report contains Voter Registration Data that matches the LADMF Data. MVD Data is used to help strengthen the matches identified in this report but is not contained in the report.
- F. **Voter Participation Report:** This report identifies voters who appear to have voted (1) more than once in the Member jurisdiction in the same election, (2) in more than one Member jurisdiction in the same election, or (3) on behalf of a deceased voter within the Member jurisdiction. This report contains MVD Data and Voter Registration Data. In addition, this report contains voter history data.
- G. **National Change of Address (NCOA) Report (“NCOA Report”):** This report identifies voters who have moved using NCOALink data ERIC licenses from the United States Postal Service (“USPS”). There is no Member Data contained in this report.
- ii. Third-Party Data: The LADMF data and the NCOALink data ERIC uses to create the Deceased Report and the NCOA Report, respectively, is collectively referred to herein as “Third-Party Data.”
- iii. ERIC Information: Information relating to ERIC other than ERIC Reports, Member Data or Third-Party Data is collectively referred to herein as “ERIC Information.” By way of illustration only, ERIC Information includes, but is not limited to, ERIC governing documents, membership dues invoices, communications between the Member and ERIC, ERIC’s Information Security Management Plan, and documentation of ERIC’s federal tax-exempt status.
- iv. Records Request(s): All requests to members for ERIC Reports, Member Data, Third-Party Data or ERIC Information, including but not limited to requests that invoke state public records laws or the National Voter Registration Act (“NVRA”), to which a member believes it has a legal obligation to respond or comply with shall be collectively referred to in the Agreement as “Records Request(s).”
- b. Member Representations.

EXHIBIT A

- i. Member represents and warrants that the transmission of Member Data to ERIC or ERIC’s agents, contractors or subcontractors required under this Agreement and its use of ERIC Reports is and shall continue to be conducted in compliance with applicable state, federal and local laws, rules, and regulations.
 - ii. Member shall not use, transmit, sell, or disclose any ERIC Reports, Member Data, Third-Party Data or ERIC Information for any purpose other than the administration of elections under state or federal law, supporting the operations of ERIC, and responding to Records Requests consistent with the terms of this Agreement.
 - iii. Member shall use its best efforts to prevent the Unauthorized Disclosure (defined in subsection (g)(i) below) of ERIC Reports, Member Data, Third-Party Data, or protected ERIC Information.
- c. Confidentiality of ERIC Reports. The Member agrees that the federal statutes and regulations identified below (“Federal Protections”) protect and prohibit the disclosure of certain ERIC Reports, Member Data, and Third-Party Data. The Member agrees to prevent disclosure of and otherwise protect the ERIC Reports, Member Data, and Third-Party Data in accordance with the Federal Protections, including when responding to Records Request(s), as more fully set forth below.
- i. Driver’s Privacy Protection Act (“DPPA”): MVD is protected from disclosure under the DPPA, 18 U.S.C. § 2721 *et seq*, unless a statutory exception applies.
 - ii. LADMF Regulations: LADMF data is protected from disclosure under Section 203 of the Bipartisan Budget Act of 2013, 42 U.S.C. § 1306c, and associated regulations administered by the National Technical Information Service, 15 CFR Part 1110 (“LADMF Regulations”), during the three-calendar year period starting from the date of death. The National Technical Information Service has certified ERIC to receive LADMF data, which ERIC uses to prepare Deceased Reports for Members.
 - iii. NCOALink Regulations: The NCOALink data used to create the NCOA Report is generally protected from disclosure pursuant to ERIC’s license agreement with the USPS. The license agreement is expressly subject to and derived from federal statutory privacy provisions under the Nondisclosure of Lists of Names and Addresses Act, 39 U.S.C. § 412 and the Privacy Act, 5 U.S.C. § 552a (“NCOALink Regulations”).
- d. Release of ERIC Reports, Member Data, and Third-Party Data.
- i. In accordance with the Federal Protections enumerated above, Member shall not release or disclose the following Reports in whole or in part:

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- A. **Cross-State Movers, In-State Movers, and Eligible but Unregistered Reports**, unless a valid DPPA statutory exception applies;
 - B. **Deceased Reports** or data contained therein during the three-year period of protection described above, unless the requestor is a “certified person” as set forth in the LADMF Regulations;
 - C. **NCOA Reports**; or
 - D. **Voter Participation Reports**, which, in addition to the Federal Protections, and as set forth above are prohibited from release under state law.
- ii. In accordance with Federal Protections above, Member is permitted to release the following ERIC Reports:
 - A. **In-State Duplicate Report**; and
 - B. **Deceased Report** or data contained therein after the expiration of the three-year period of protection for the LADMF data described above.
- e. Process for Managing of Records Requests for ERIC Reports, Member Data, Third-Party Data, and ERIC Information.
 - i. When a Member receives Records Request(s) for ERIC Reports, Member Data, Third-Party Data or ERIC Information, Member shall notify and confer with the ERIC Executive Director before releasing any information in response to the Records Request(s). The purpose of this requirement is to advance the goals of (a) fostering open communication between ERIC and its Members regarding the disclosure of information relating to ERIC in accordance with this Agreement and the Federal Protections; (b) creating consistency across the Membership with respect to the handling of the release of information relating to ERIC; (c) allowing for the case-by-case assessment of requests, including whether the request is for information that might legally be protected from disclosure on grounds other than those outlined in subsection (c).
 - ii. Member shall not have an obligation under this Agreement to release an ERIC Report, Member Data, Third Party Data or ERIC Information in response to Records Request(s) even if authorized to do so under the Agreement, including, by way of example and not limitation, if the Member determines that doing so would violate an applicable law in Member’s jurisdiction.

EXHIBIT A

f. ERIC Representations.

- i. ERIC represents and warrants that it does not and shall not use or transmit any ERIC Reports, Member Data, Third-Party Data or ERIC Information for any purpose other than providing services to its Members. ERIC's services to its members includes, but is not limited to, undertaking research projects with the assistance of third-parties to help evaluate and assess ERIC, provided that such research is in accordance with its status as a non-partisan organization exempt from federal taxation under 501(c)(3) of the Internal Revenue Code. Before undertaking any such research project, the ERIC Executive Director shall obtain the approval of the Executive Committee. ERIC's services may also include responding to requests for information from third-parties.
- ii. ERIC represents and warrants that it does and shall use its best efforts to prevent an ERIC Unauthorized Disclosure (defined in subsection (g)(ii)) of ERIC Reports, Member Data, Third-Party Data or protected ERIC information.
- iii. If ERIC receives a request from a third-party for ERIC Reports, Member Data, Third-Party Data or ERIC Information, ERIC will generally refer the requestor to the relevant member(s), understanding that ERIC may provide the requestor with public information such as information relating to its status as a 501(c)(3) public charity. If ERIC otherwise determines it is legally obligated to respond directly to a third-party information request, it will do so in accordance with subsections (c) and (d), after first notifying the Executive Committee.

g. Unauthorized Use or Disclosure of Data.

- i. Member: Should there be an unauthorized or impermissible use, access, acquisition, or disclosure or transmission of an ERIC Report, Member Data, Third-Party Data or protected ERIC Information, regardless of whether it is accidental or intentional (for example, Member intentionally sells, distributes, publishes or uses an ERIC Report for a purpose other than election administration, including a commercial purpose) or by a third party (collectively, "Unauthorized Disclosure"), Member shall, take the following steps:
 - A. **Notice to ERIC:** Member shall report to the Executive Director of ERIC immediately upon learning of any Unauthorized Disclosure. ERIC will notify the entire Membership of the Unauthorized Disclosure within a reasonable period of time thereafter, but no less than as required under federal or state law.

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- B. **Member Legal Management of Unauthorized Disclosure:** Where applicable, Member shall address the Unauthorized Disclosure in accordance with law and keep the ERIC Executive Director reasonably apprised of its efforts to do so and its progress.
- C. **ERIC Remediation Process:** Within ninety (90) days of ERIC receiving notice of the Unauthorized Disclosure, Member shall (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, provide 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 (or at a subsequent meeting as determined by the Executive Director of ERIC, in consultation with the Board Chair), following the Member's compliance with sub-sections (a) and (b) above, the Board 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) 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 or losses related to or stemming from the Unauthorized Disclosure.
- ii. Notice of Unauthorized Disclosure of Data/Indemnification-ERIC: Should there be an unauthorized disclosure of Member Data, Third-Party Data, or ERIC Reports by ERIC, whether accidental or intentional or the responsibility of a third party ("ERIC Unauthorized Disclosure"), ERIC shall immediately give notice to Members and take such other steps as required by law, insurance policies, and its incident response plan. ERIC shall keep the membership reasonably apprised of the steps it is taking to address the ERIC Unauthorized Disclosure. 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 attributable to a negligent act or omission by ERIC, capped at the limit of any applicable ERIC insurance policy.
- h. Miscellaneous. This provision 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.

EXHIBIT A

4. Utilizing ERIC Reports to Improve the Accuracy of State Voter Rolls, Increase Access to Voter Registration, and Investigate Possible Cases of Illegal Voting.

ERIC securely analyzes Member Data and Third-Party Data in order to provide its Members with the ERIC Reports. Members use the ERIC Reports to improve the accuracy of their voter registration rolls, provide voter registration information to potentially eligible but unregistered individuals, and investigate possible cases of illegal voting. “Member Data” is defined in Section 2 of this Agreement. “Third-Party Data” and “ERIC Reports” are defined in Section 3 of this Agreement.

Well-timed, frequent, and effective use of ERIC Reports will result in more accurate and up to date voter rolls at any given time. Additionally, more eligible citizens will be registered to vote. ERIC recognizes that Members have other significant year-around legal obligations associated with conducting elections. In recognition of these complex conditions, Members must request and act on ERIC Reports as specified in this section, and in a manner that complies with applicable federal and state laws.

a. Requirements for requesting ERIC Reports; schedules and deadlines. For the purposes of this subsection, a Member’s Date of Certification is the date established pursuant to Section 2(a) of this Agreement.

i. Initial Reports:

- A. Each Member must request and act on an Eligible but Unregistered Report by October 1 or fifteen (15) days before the close of registration, whichever is earlier, of the first Federal General Election following the Member’s Date of Certification. For the purposes of this requirement, close of registration means the earliest of the final day to register by mail or online. In furtherance of ERIC’s mission and to maximize the value of the Eligible but Unregistered report, the Member must request and act on it during a year in which a Federal General Election occurs.
- B. Each Member must request and act on a Cross-State Movers Report, an In-State Movers Report, a Duplicate Report, and a Deceased Report within 12 months of the Member’s Date of Certification. To be clear, each Member must request and act on all four reports specified in this subsection within the 12-month deadline.
- C. Each Member must request a Voter Participation Report for the first Federal General Election following the Member’s Date of Certification, unless the Member is deemed ineligible to receive this report pursuant to Section 5 of this Agreement.

ii. Subsequent Reports:

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- A. After a Member requests and acts on the ERIC Reports specified in subsections (i)(A) and (i)(B) above, the Member may request the report in these subsections on a schedule deemed appropriate by the Member and upon which ERIC staff can reasonably provide the requested reports. Members must complete action on any ERIC Report received by the deadline for that report as specified in subsection (b). In furtherance of ERIC's mission, and to maximize the value of membership in ERIC, Members are strongly encouraged to utilize these reports as frequently as possible while complying with applicable federal and state laws.
 - B. After an eligible Member requests and acts on the initial Voter Participation Report, the Member may request these reports pursuant to Section 5 of this Agreement.
 - C. Any Member who has not requested and acted on an ERIC Report specified in subsections (i)(B) and (i)(C) at least once by the date this section is adopted must request and act on the report(s) not yet requested. For unrequested reports specified in subsection (i)(B), the member has 12 months from the date this section is adopted to comply with this requirement. For an unrequested Voter Participation Report, all Members not deemed ineligible must request it for the next Federal General Election in which it is available.
- iii. National Change of Address Report: Each Member may request a National Change of Address Report any time following the Member's Date of Certification. Members are not required to request this report as a condition of membership.
- b. Requirements for acting on ERIC Reports, deadlines for taking action.

This section addresses deadlines and required actions for the Eligible but Unregistered, Cross-State Movers, In-State Movers, Duplicates, and Deceased Reports. See Section 5 for the deadlines and requirements pertaining to the Voter Participation Reports.

- i. Eligible but Unregistered Report:
 - A. These reports must be used to provide voter registration information to potentially eligible but not yet registered individuals.
 - B. When the Member receives an Eligible but Unregistered Report the Member must act on the report by, at a minimum, initiating contact with all individuals identified in the report deemed potentially eligible by the

EXHIBIT A

Member for the purposes of providing information on the most efficient way to register to vote, including the deadlines and eligibility

requirements for registering as specified in applicable state or federal laws.

- C. For the purposes of this Agreement, “individuals identified in the report deemed potentially eligible by the Member” refers to the individuals who remain on the Contact List after the Member has used any other official federal, state, or local data sources, or records internal to the Member, to identify and remove from the contact list individuals who are not eligible pursuant to state law.
 - D. For the purposes of this Agreement, “Contact List” refers to the final list of potentially eligible but unregistered individuals provided to the entity responsible for preparing the mailing (or any other form of contact) to the recipient of the voter registration information.
 - E. Members may not remove from the Contact List any individual identified in the report who otherwise appears to be eligible to register under federal or state law.
 - F. Members are not required to initiate contact with eligible or potentially eligible individuals more than once at the same address. Members are not required to contact any individual who has affirmatively confirmed their desire not to be contacted pursuant to this Agreement or who is otherwise ineligible to vote in the Member’s state.
 - G. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.
- ii. Cross-State and In-State Movers Reports:
- A. These reports must be used to improve the accuracy of the Member’s voter rolls.
 - B. When a Member receives a Cross-State Movers or In-State Movers Report the Member must act on the report by, at a minimum, initiating contact with all voters identified in the report in order to correct the inaccuracy or obtain information sufficient to inactivate or update the voter’s record. This requirement does not prevent the Member from taking any other action on a voter record identified in these reports that may be required by federal or state law.

EXHIBIT A

- C. ERIC recognizes Members may exclude from contact conducted in accordance with this subsection any voter identified in these reports where other official federal, state, or local data sources, or records internal to the Member, indicate the voter record is not out of date or inaccurate. Upon the request of the Executive Director, Members must provide to ERIC details on the excluded voter records.
 - D. Each Member has ninety (90) days after the report was provided to initiate contact with all voters for whom data in the report indicates a record is inaccurate or out of date.
 - E. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.
- iii. Duplicate and Deceased Voters Reports:
- A. These reports must be used to improve the accuracy of the Member's voter rolls.
 - B. When a Member receives a Duplicate or Deceased Report the Member must act on the report by, at a minimum, resolving all duplicate registrations or removing all deceased voters identified in these reports. This requirement does not prevent the Member from taking any other action on a voter record identified in these reports that may be required by federal or state law.
 - C. ERIC recognizes Members may not act on any voter record identified in these reports where other official federal, state, or local data sources, or records internal to the Member, indicate the voter is not deceased or the record is not a duplicate. Upon the request of the Executive Director, Members must provide to ERIC details on these voter records.
 - D. Each Member has ninety (90) days after the report was provided to act on all voter records for which data in the Deceased Report indicates the voter is deceased or for whom the data in the Duplicates Report indicates a registration record is a duplicate.
 - E. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.
- c. Accountability and Transparency. By July 1 of each year, the Executive Director must cause to be published a report of each Member's utilization of the ERIC Reports for the previous calendar year. At a minimum, for each Member, the report must disclose the total number of ERIC Reports requested, the specific ERIC Reports requested, and the frequency by which such ERIC Reports were requested

EXHIBIT A

throughout the preceding year. In consultation with the Executive Committee, the Executive Director may include other content related to how Members used ERIC in the preceding year. The first report will be published by July 31, 2025.

d. Certifying compliance with ERIC Report requirements.

- i. The goals of certifying compliance with Subsection (b) are to 1) ensure Members take seriously their obligations to effectuate ERIC's mission of improving the accuracy of state voter rolls and providing voter registration information to all eligible citizens, 2) hold Members accountable to the public and to other members of the organization, and 3) provide ERIC with information needed to evaluate its effectiveness.
- ii. In the manner and by the deadline prescribed by the Executive Director, Members must provide written certification to the Executive Director that the Member has or has not complied with the requirements for acting on the Cross-State Movers, In-State Movers, Duplicate, Deceased, Eligible but Unregistered, and Voter Participation Reports. In consultation with the Executive Committee, the Executive Director may ask Members to submit supplemental information that may be useful to evaluating ERIC's effectiveness.
- iii. Upon advance written notice from the Member Representative, Member staff other than the designated Member Representative may certify compliance. Written notice must be submitted via email to the Executive Director not less than one (1) day prior to the Member submitting the certification.
- iv. ERIC recognizes some Members may, on occasion, be unable to certify compliance due to voter registration system limitations, technical difficulties, or other circumstances. These Members must communicate such limitations or circumstances in writing to the Executive Director at 30 days prior to the first certification deadline established by the Executive Director or as such circumstances arise at any point during membership in ERIC. The Executive Director will assess the circumstances preventing the certification and work with the Member to determine if there are acceptable alternatives to achieving the goals of the certification requirement. This determination is in the sole discretion of the Executive Director, though the Executive Director will consult with the Executive Committee during the assessment process.

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- e. Deadline extensions to request a report, act on a report, or certify compliance with report requirements.
 - i. Eligible but Unregistered Reports:
 - A. Members may submit a written request for a reasonable extension to request their initial Eligible but Unregistered Report. The request must be submitted to the Executive Director not less than thirty (30) days before the applicable deadline. The request must set forth the reasons for the extension and provide a specific date when the report will be requested. Due to the inability to reschedule a Federal General Election, an extension must be based on and will only be granted in extraordinary circumstances.
 - B. Members may submit a written request for a brief extension to act on an initial or subsequent Eligible but Unregistered Report. The request must be submitted to the Executive Director not less than seven (7) days before the applicable deadline. The request must set forth the reasons for the extension and provide a specific date when contact will be initiated, except that the Member must initiate contact by a date that provides time for individuals on the Contact List to register and vote in the forthcoming Federal General Election.
 - C. Members may submit a written request for an extension to certify compliance with the requirements for this report in the manner and by the deadline established by the Executive Director pursuant to subsection (d).
 - ii. Cross-State and In-State Movers Reports:
 - A. Members may submit a written request for a reasonable extension to request or act on an initial Cross-State or In-State Movers report. The request must be submitted to the Executive Director not less than thirty (30) days before the 12-month deadline to request the report, or thirty (30) days before the deadline to initiate contact. The request must set forth the reasons an extension is needed and provide a specific date when the report will be requested, or contact will be initiated.
 - B. Members may submit a written request for a reasonable extension to act on a subsequent Cross-State or In-State Movers report. The request must be submitted to the Executive Director not less than thirty (30) days before the 90-day deadline. The request must set forth the reasons an

EXHIBIT A

extension is needed and provide a specific date when the report will be requested, or contact will be initiated.

- C. Members may submit a written request for an extension to certify compliance with the requirements for these reports in the manner and by the deadline established by the Executive Director pursuant to subsection (d).

iii. Deceased and Duplicates Reports:

- A. Members may submit a written request for a reasonable extension to request or act on voter records identified in an initial Deceased or Duplicates Report. The request must be submitted to the Executive Director not less than (30) days before the 12-month deadline to request the report, or thirty (30) days before the deadline to act on the report. The request must set forth the reasons an extension is needed and provide a specific date when the report will be requested, or action will be completed.
- B. Members may submit a written request for a reasonable extension to act on a subsequent Deceased or Duplicates Report. The request must be submitted to the Executive Director not less than thirty (30) days before the 90-day deadline. The request must set forth the reasons an extension is needed and provide a specific date when action will be completed.
- C. Members may submit a written request for an extension to certify compliance with the requirements for these reports in the manner and by the deadline established by the Executive Director pursuant to subsection (d).

iv. Voter Participation Reports.

- A. Members may submit a written request for a reasonable extension to complete its internal investigations arising from possible cases of illegal voting identified in a Voter Participation Report. The request must be submitted to the Executive Director not less than fifteen (15) days prior to the applicable deadline. The request must set forth the reasons for the extension request and provide a specific date when the internal investigations will be completed.
- B. Members may submit a written request for an extension to certify compliance with the requirements for this report in the manner and by

EXHIBIT A

the deadline established by the Executive Director pursuant to subsection (d).

- v. The Executive Director has sole discretion on whether to grant an extension under this subsection or proceed to the applicable Member removal provisions in subsection (f). The Executive Director will inform the Executive Committee of all extension requests submitted pursuant to this section.

f. Failure to request and complete action on reports.

- i. The Executive Director must notify, or cause to be notified, in writing, a Member who appears to be at risk of missing a deadline to request its initial Cross-State Movers, In-State Movers, Duplicates, Deceased, Eligible but Unregistered, or Voter Participation Report. A Member who fails to request, act on, or certify any initial report by the applicable deadline, and who fails to request an extension on any of these requirements as provided in subsection (e), is *automatically removed* from ERIC Membership.
- ii. A Member who fails to act on or certify any of their subsequent ERIC Reports by the applicable deadlines, and who fails to request an extension as provided in subsection (e), may be suspended from receiving additional ERIC Reports. Whether to suspend access to additional reports, and the duration of such suspension, is in the sole discretion of the Executive Director. The Executive Director shall take into account the circumstances of the failure to complete the required action and failure to request an extension, including whether the Member appeared to otherwise be acting in good faith to comply with the applicable requirements. The Executive Director will inform the Executive Committee of any actions taken pursuant to this subsection.

5. Voter Participation Reports.

- a. ERIC recognizes that the appearance of illegal voting, allegations of illegal voting, and actual illegal voting undermines public confidence in the electoral process and election outcomes. ERIC can be a tool to identify potentially illegal votes and refer them to Members for further investigation consistent with each state's laws. For the purposes of this Agreement, "illegal votes" means votes cast by an individual who may have voted more than once in the Member jurisdiction at the same election, voted in more than one Member jurisdiction at the same election, or voted on behalf of a deceased voter within the Member jurisdiction.

EXHIBIT A

- b. After completing an initial Voter Participation Report, eligible Members may request Voter Participation Reports following each Federal General Election as provided in subsection (c). An eligible Member is not required to request this report after they have requested and acted on their initial Voter Participation Report.
 - c. To receive the Voter Participation Report, Members must submit a written request to the Executive Director at least 30 calendar days before the applicable election. In the written request, the Member must: (1) specify the election for which it requests data identifying voters who appear to have cast improper votes, (2) affirm that it will submit to ERIC voting history data for the applicable election in a manner consistent with how voter files and motor vehicle records are submitted to ERIC, (3) affirm that it will accept the requested data from ERIC, (4) affirm that it will complete a reasonable internal investigation of any possible improper votes before publicly releasing information about the data, and (5) affirm that it can protect the confidentiality of the Voter Participation Report, either by state law or administrative rule, until the internal investigation is complete and the findings are turned over to law enforcement.
 - d. Any Member unable to provide the affirmation required in c(5) is deemed ineligible to receive the Voter Participation Report and must submit to the Executive Director a written explanation of why the Member cannot provide the affirmation in c(5). Members deemed ineligible to receive this report, or who do not request the report, are not required to submit voting history data for use in preparing Voter Participation Reports.
 - e. A Member who requests a Voter Participation Report must submit to ERIC the required voting history data no later than 90 days from the date the Member certifies the applicable Federal General Election pursuant to the Member's state law. In consultation with the Executive Director, the Member may request a deadline extension to accommodate a recount(s) or other post-election activity required by state law that will prevent the member from providing the voting history data by the 90-day deadline.
 - f. A Member who requests a Voter Participation Report must refer all findings of credible cases of illegal voting to the appropriate law enforcement authorities, as designated by the Member's state law, no later than December 31 of the calendar year following the applicable Federal General Election or 180 days after the Member receives its final Voter Participation Report, whichever is later.
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. State Specific Requirements. From time to time, legislation or implementing regulations enabling states to become members of ERIC will contain state-specific

EXHIBIT A

membership requirements not applicable to all Members. Such state-specific requirements are set forth in Exhibit C.

8. 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.
9. 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.
10. 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.
11. 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 a majority vote of the entire Membership. 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.
12. 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.
13. 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.
14. 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

EXHIBIT A

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.

15. 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. This Agreement may be executed using electronic signatures.
16. 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.
17. Headings and Subsections. Section headings are provided for reference and do not constitute part of this Agreement.
18. 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:

Name:
Title: ERIC Executive Director
Address:
Phone:
Email:

[MEMBER]

By: _____
Name: _____
Title: _____
Date: _____

Notice Details:

With a copy to (optional):

Name:	Name:
Title:	Title:
Address:	Address:
Phone:	Phone:
Email:	Email:

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
7. Current record status
8. Phone number
9. E-mail address or other electronic contact method

Exhibit C

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).

Last updated on March 28, 2014; May 21, 2015; October 28, 2015; December 16, 2016; November 30, 2018; February 3, 2020; June 3, 2022

ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

BYLAWS

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Last updated on March 28, 2014; May 21, 2015; October 28, 2015; December 16, 2016; November 30, 2018; February 3, 2020; June 3, 2022

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Last updated on March 28, 2014; May 21, 2015; October 28, 2015; December 16, 2016; November 30, 2018; February 3, 2020; June 3, 2022

ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

BYLAWS

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, 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 ~~ERIC~~ Executive Director who shall, in turn, notify the Membership.

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 Board of Directors, 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.

Section 4. Membership Fee. Upon admission and execution of the Membership Agreement, each member shall pay a one-time, non-refundable Membership Fee of \$25,000 to the

Corporation. With respect to individual members, the schedule for payment of the Membership Fee may be modified by the Board of Directors.

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 of Directors. The Dues Schedule may be amended, modified, or substituted by a vote of the Membership, however, the schedule for payment of dues by individual members may be modified by the Board of Directors. 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 Membership 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 and ERIC’s~~ Executive Director, who shall, in turn, notify the Membership. 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 Membership 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 herein or in the Membership Agreement. Such automatic removal shall be effective upon written notice by the Chair of the Board of Directors and/or ~~ERIC’s~~ 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 Board of Directors. The Board of Directors 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 Board of Directors 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 Board of Directors. The annual meeting 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 Board of Directors for annual and regular meetings and in the notice of meeting for special meetings. The Board of Directors 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 Membership shall be published following 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, in the case of public meetings, 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, or upon request of the Executive Director. 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. The Member Representative shall provide written notice to ERIC's the Executive Director of the proxy within a reasonable period of time in advance of the meeting of the members.

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. Appointment of Directors. All members of the Corporation have a right to appoint their Member Representative to serve as a director on the Board of Directors. Upon admission to Membership under Article II, Section 2 or in the event of a vacancy, member shall inform ERIC's the Executive Director in writing whether it wishes to have its Member Representative serve or continue to serve on the Board of Directors. Declining to have a Member Representative serve on the Board of Directors shall have no effect on the Member's other rights under these Bylaws, and such member shall have the right to appoint or reinstate their Member Representative to the Board of Directors at any time by providing written notice to ERIC's the Executive Director who shall, in turn, notify the Board of Directors.

~~**Section 3. — Non-Voting Seats on Board of Directors.** The Board of Directors may include up to two non-voting members of the Board for individuals who are experts in voting and elections but not governmental employees. Such non-voting directors shall serve two-year, renewable terms.~~

~~**Section 4.**~~ **Section 3. 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 5.**~~ **Section 4. 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 of Directors.

~~**Section 6.**~~ **Section 5. Vacancies.** If a Member Representative position on the Board of Directors becomes vacant for any reason including resignation or removal, the chief election

official shall appoint a replacement in accordance with Article II, section 1 and shall notify the Executive Director in writing whether it wishes to have its replacement Member Representative serve as a director on the Board of Directors.

~~Section 7.~~**Section 6. 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 of Directors shall be held at such times as may be fixed by the Board of Directors. Special meetings of the Board of Directors may be held at any time whenever called by the Chair of the Board, ~~any two~~ **or more** directors, or ~~ERIC's~~ **the** Executive Director. Any Member Representative who is not a director may attend any meeting of the Board of Directors.

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 of Directors for annual and regular meetings and in the notice of meeting for special meetings. Minutes of any meeting of the Board of Directors shall be published following the meeting.

~~Section 8.~~**Section 7. Notice.** Annual and special meetings of the Board of Directors 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 9.~~**Section 8. 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 of Directors. Directors are not permitted to give a proxy to someone to act on his or her behalf with respect to actions of the Board of Directors.

~~Section 10.~~**Section 9. 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 of Directors 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 of Directors or such committee shall be filed with the minutes of the proceedings of the Board of Directors 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 11.~~Section 10. **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) approve or remove members; d) elect or remove officers; e) remove directors; f) elect ~~or remove non-voting members of the Board of Directors;~~ g) elect members of committees; h) hire or discharge an executive director; i) adopt an agreement of merger or consolidation; j) recommend to the Membership the sale, lease or exchange of all or substantially all of the Corporation's property and assets; or k) 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, except with respect to quorum. In the absence of a contrary provision established by the Board of Directors, 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 of Directors, and the Executive Director shall serve as a non-voting member of the Executive Committee (collectively the “*ex officio* members”). Vacancies in the *ex officio* membership of the Executive Committee shall be addressed in accordance with Article V.

(b) **Elected Membership:** In addition to the *ex officio* members, until the Membership reaches thirty-four, the Executive Committee shall include two voting members of the Board of Directors elected by the Board of Directors. When the Membership reaches thirty-five, the number of voting members of the Board of Directors serving on the Executive Committee shall increase to four, with the election of the additional members occurring within a reasonable time following the admission of the thirty-fifth member. Such committee members shall serve in this capacity for terms of one year, not to exceed two consecutive one-year terms. In the event of a vacancy among the elected membership of the Executive Committee, in accordance with subsection d below, the Executive Committee shall take reasonable steps to propose a replacement to fill the unexpired term of his or her predecessor.

(c) **Chair of Executive Committee:** The Chair of the Board of Directors 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 of Directors, 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 of Directors a slate of candidates for officer positions and elected members of the Executive and Finance Committees, including in the event of a vacancy, and the Executive Director; and, in consultation with the Finance Committee, reviewing the compensation and performance of 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 or more of its members. Actions of the Executive Committee shall be reported to the Board of Directors.

Section 7. Finance Committee.

(a) **Ex Officio Membership:** The Finance Committee shall consist of the Treasurer and Secretary of the Board of Directors, and the Executive Director shall serve as a non-voting member of the Finance Committee (collectively, the “*ex officio* members”). Vacancies in the *ex officio* membership of the Finance Committee shall be addressed in accordance with Article V.

(b) **Elected Membership:** The Finance Committee shall include one voting member of the Board of Directors elected by the Board. This committee member shall serve in this capacity for terms of one year, not to exceed ~~two~~three consecutive one-year terms. In the event the voting member position on the Finance Committee becomes vacant, in accordance with subsection d below, the Executive Committee shall take reasonable steps to propose a replacement to fill the unexpired term of his or her predecessor.

(c) Chair of Finance Committee: The Treasurer shall be the Chair of the Finance Committee.

(d) Role and Powers of Finance Committee: Except as set forth in Article IV, Section 1 above, or as otherwise proscribed by the Board, the Finance Committee shall have the authority to exercise all powers of the Board of Directors between meetings of the Board. The Finance Committee will assist the Board of Directors with its financial oversight responsibilities including reviewing and recommending approval of the annual operating budget; reviewing periodic financial reports; and overseeing the management of financial assets and audits. The Finance Committee shall hold regular meetings at such times as it shall determine and special meetings as requested by any of its members. Actions of the Finance Committee shall be reported to the Board of Directors.

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, the Executive Director, and may include such other officers as may be deemed necessary.

Section 2. Term of Office, Vacancies and Removal. The officers, other than the Immediate Past Chair and the Executive Director, shall be elected by the Board of Directors from among its membership at the annual meeting of the Board. The Board of Directors 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~~ terms of one year, until the next annual meeting of the Board of Directors 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 of Directors may fill such vacancy. Any officer so appointed or elected shall serve only until such time as the unexpired term of his or her predecessor shall have expired unless re-elected by the Board of Directors. Any officer may be removed by a vote of the majority of the entire Board of Directors 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 of Directors.

(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 ~~and members~~, 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 oversee the custody of the corporate seal of the Corporation, if any; and shall have authority to affix or cause to be affixed the same to any instrument requiring it; and, when so affixed, it may be attested by his or her signature. The Board of Directors 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 be chair of the Finance Committee. The treasurer shall oversee 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 or cause to be deposited 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 of Directors, ~~and at the annual membership meeting,~~ the Treasurer shall render ~~or cause to be provided~~ a statement of accounts. The Treasurer shall at all reasonable times exhibit or cause to be exhibited the books and accounts to any officer or director of the Corporation, and shall perform or cause to be performed all duties incident to the office of Treasurer, subject to the supervision of the Board of Directors, and such other duties as shall from time to time be assigned by the Board. The Treasurer shall, if required by the Board of Directors, 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 of Directors; 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 of Directors 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 of Directors 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 in the custody of the Executive Director~~ (1) correct and complete books and records of accounts, (2) minutes of the proceedings of its Board of Directors, ~~members~~, 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, in accordance with federal law.

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.

Last updated on March 28, 2014; May 21, 2015; October 28, 2015; December 16, 2016; November 30, 2018; February 3, 2020; June 3, 2022

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~~ improvements to voter registration 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~~ Director 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"): Registration Data and Motor Vehicle Department 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 the following data to ERIC: (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, ("Voter Registration Data"), and (2) all licensing or identification records ~~contained in the from~~ motor vehicles ~~database~~ departments (excluding those fields unrelated to voter eligibility, such as fields related to an individual's driving record), including those fields identified in Exhibit B: ("MVD Data"). 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 requests to the Executive Director of ERIC for a reasonable extension extensions of the grace period deadline if Member is unable to meet that deadline upload Member Data 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. If a grace period expires without a transmission to ERIC of Member Data from the Member, the Member shall be automatically removed from membership in accordance with the Bylaws.~~

Commented [SH1]: Amendment to the Amendment. After "(MVD Data), insert "Voter Registration Data and MVD Data shall be referred to collectively as "Member Data."

EXHIBIT A

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 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.
3. Use and Protection of Data. The ERIC Reports, Member Data, Third-Party Data, 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 Information.
 - a. Definitions. The following definitions pertain to this Section and the Agreement as a whole.
 - i. ERIC (“Reports: Using Member Data (defined in Section 2 of this Agreement) and, in some cases, data from third-party sources, ERIC Data”) (Member Data, Additional Member Data and ERIC Data shall makes the reports described below available to its Members. These reports, in whole or in part, shall be collectively referred to in this Agreement as “Data”) in its possession. The Member ERIC Reports.”
 - A. Eligible but Unregistered Report: This report identifies individuals who appear to be eligible to register to vote in a member state but who do not appear to be registered. This report contains MVD Data and Voter Registration Data.
 - B. Cross-State Movers Report: This report identifies voters who appear to have moved from one ERIC member state to another ERIC member state. This report contains MVD Data and Voter Registration Data.
 - C. In-State Movers Report: This report identifies voters who appear to have moved within the member state or who have updated their contact information. This report contains MVD Data and Voter Registration Data.
 - D. Duplicate Report: This report identifies voters with duplicate registrations within the member state. This report contains Voter Registration Data. MVD Data is used to help strengthen the matches identified in this report but is not contained in the report.
 - E. Deceased Report: This report identifies voters who may have died. This report is created using Social Security death data known as the

EXHIBIT A

Limited Access Death Master File (“LADMF”). This report contains Voter Registration Data that matches the LADMF Data. MVD Data is used to help strengthen the matches identified in this report but is not contained in the report.

F. **Voter Participation Report:** This report identifies voters who appear to have voted (1) more than once in the Member jurisdiction in the same election, (2) in more than one Member jurisdiction in the same election, or (3) on behalf of a deceased voter within the Member jurisdiction. This report contains MVD Data and Voter Registration Data. In addition, this report contains voter history data.

G. **National Change of Address (NCOA) Report (“NCOA Report”):** This report identifies voters who have moved using NCOALink data ERIC licenses from the United States Postal Service (“USPS”). There is no Member Data contained in this report.

- ii. **Third-Party Data:** The LADMF data and the NCOALink data ERIC uses to create the Deceased Report and the NCOA Report, respectively, is collectively referred to herein as “Third-Party Data.”
- iii. **ERIC Information:** Information relating to ERIC other than ERIC Reports, Member Data or Third-Party Data is collectively referred to herein as “ERIC Information.” By way of illustration only, ERIC Information includes, but is not limited to, ERIC governing documents, membership dues invoices, communications between the Member and ERIC, ERIC’s Information Security Management Plan, and documentation of ERIC’s federal tax-exempt status.
- iv. **Records Request(s):** All requests to members for ERIC Reports, Member Data, Third-Party Data or ERIC Information, including but not limited to requests that invoke state public records laws or the National Voter Registration Act (“NVRA”), to which a member believes it has a legal obligation to respond or comply with shall be collectively referred to in the Agreement as “Records Request(s).”

b. Member Representations.

- i. **Member represents and warrants that all uses and transmissions the transmission of Data originating from the Member Data to ERIC and/or ERIC’s agents, contractors or subcontractors comply fully with required under this Agreement and its use of ERIC Reports is and shall continue to be conducted in compliance with applicable state, federal and local laws, rules, and regulations. The**

EXHIBIT A

- a.ii. ~~Member shall not use or, transmit, sell, or disclose any ERIC Reports, Member Data, Third-Party Data or ERIC Information 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, supporting the operations of ERIC, and responding to Records Requests consistent with the terms of this Agreement.~~
- iii. ~~Member shall use its best efforts to prevent the Unauthorized Use or Disclosure of Data—(defined in subsection (g)(i) below) of ERIC Reports, Member Data, Third-Party Data, or protected ERIC Information.~~
- c. Confidentiality of ERIC Reports. The Member agrees that the federal statutes and regulations identified below (“Federal Protections”) protect and prohibit the disclosure of certain ERIC Reports, Member Data, and Third-Party Data. The Member agrees to prevent disclosure of and otherwise protect the ERIC Reports, Member Data, and Third-Party Data in accordance with the Federal Protections, including when responding to Records Request(s), as more fully set forth below.
- i. Driver’s Privacy Protection Act (“DPPA”): MVD is protected from disclosure under the DPPA, 18 U.S.C. § 2721 *et seq.*, unless a statutory exception applies.
- ii. LADMF Regulations: LADMF data is protected from disclosure under Section 203 of the Bipartisan Budget Act of 2013, 42 U.S.C. § 1306c, and associated regulations administered by the National Technical Information Service, 15 CFR Part 1110 (“LADMF Regulations”), during the three-calendar year period starting from the date of death. The National Technical Information Service has certified ERIC to receive LADMF data, which ERIC uses to prepare Deceased Reports for Members.
- iii. NCOALink Regulations: The NCOALink data used to create the NCOA Report is generally protected from disclosure pursuant to ERIC’s license agreement with the USPS. The license agreement is expressly subject to and derived from federal statutory privacy provisions under the Nondisclosure of Lists of Names and Addresses Act, 39 U.S.C. § 412 and the Privacy Act, 5 U.S.C. § 552a (“NCOALink Regulations”).
- d. Release of ERIC Reports, Member Data, and Third-Party Data.
- i. In accordance with the Federal Protections enumerated above, Member shall not release or disclose the following Reports in whole or in part:

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- A. **Cross-State Movers, In-State Movers, and Eligible but Unregistered Reports**, unless a valid DPPA statutory exception applies;
 - B. **Deceased Reports** or data contained therein during the three-year period of protection described above, unless the requestor is a “certified person” as set forth in the LADMF Regulations;
 - C. **NCOA Reports**; or
 - D. **Voter Participation Reports**, which, in addition to the Federal Protections, and as set forth above are prohibited from release under state law.
 - ii. In accordance with Federal Protections above, Member is permitted to release the following ERIC Reports:
 - A. **In-State Duplicate Report**; and
 - B. **Deceased Report** or data contained therein after the expiration of the three-year period of protection for the LADMF data described above.
- e. Process for Managing of Records Requests for ERIC Reports, Member Data, Third-Party Data, and ERIC Information.
 - i. When a Member receives Records Request(s) for ERIC Reports, Member Data, Third-Party Data or ERIC Information, Member shall notify and confer with the ERIC Executive Director before releasing any information in response to the Records Request(s). The purpose of this requirement is to advance the goals of (a) fostering open communication between ERIC and its Members regarding the disclosure of information relating to ERIC in accordance with this Agreement and the Federal Protections; (b) creating consistency across the Membership with respect to the handling of the release of information relating to ERIC; (c) allowing for the case-by-case assessment of requests, including whether the request is for information that might legally be protected from disclosure on grounds other than those outlined in subsection (c).
 - ii. Member shall not have an obligation under this Agreement to release an ERIC Report, Member Data, Third Party Data or ERIC Information in response to Records Request(s) even if authorized to do so under the Agreement, including, by way of example and not limitation, if the Member determines that doing so would violate an applicable law in Member’s jurisdiction.

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f. ERIC Representations.

- i. ERIC represents and warrants that it does not and shall not use or transmit any ERIC Reports, Member Data, Third-Party Data or ERIC Information for any purpose other than providing services to its Members. ERIC's services to its members includes, but is not limited to, undertaking research projects with the assistance of third-parties to help evaluate and assess ERIC, provided that such research is in accordance with its status as a non-partisan organization exempt from federal taxation under 501(c)(3) of the Internal Revenue Code. Before undertaking any such research project, the ERIC Executive Director shall obtain the approval of the Executive Committee. ERIC's services may also include responding to requests for information from third-parties.
- ii. ERIC represents and warrants that it does and shall use its best efforts to prevent an ERIC Unauthorized Disclosure (defined in subsection (g)(ii)) of ERIC Reports, Member Data, Third-Party Data or protected ERIC information.
- iii. If ERIC receives a request from a third-party for ERIC Reports, Member Data, Third-Party Data or ERIC Information, ERIC will generally refer the requestor to the relevant member(s), understanding that ERIC may provide the requestor with public information such as information relating to its status as a 501(c)(3) public charity. If ERIC otherwise determines it is legally obligated to respond directly to a third-party information request, it will do so in accordance with subsections (c) and (d), after first notifying the Executive Committee.

g. Unauthorized Use or Disclosure of Data.

- i. Member: Should there be an unauthorized or impermissible use, access, acquisition, or disclosure or transmission of ~~Data~~an ERIC Report, Member Data, Third-Party Data or protected ERIC Information, regardless of whether it is accidental or intentional (for example, Member intentionally sells, distributes, publishes or uses ~~any~~an ERIC ~~Data~~Report for ~~any~~a purpose other than election administration, including ~~any~~a commercial purpose) or ~~the responsibility of~~by a third party (collectively, "Unauthorized Disclosure"), Member shall, ~~withi~~take the following steps:
 - A. **Notice to ERIC:** Member shall report to the Executive Director of ERIC immediately upon learning of any Unauthorized Disclosure. ERIC will notify the entire Membership of the Unauthorized Disclosure within a reasonable period of time thereafter, but no less than as required under federal or state law.

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B. Member Legal Management of Unauthorized Disclosure: Where applicable, Member shall address the Unauthorized Disclosure in accordance with law and keep the ERIC Executive Director reasonably apprised of its efforts to do so and its progress.

b.C. ERIC Remediation Process: Within ninety (90) days of ERIC receiving notice of the Unauthorized Disclosure-, Member shall (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~~provide 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 (or at a subsequent meeting as determined by the Executive Director of ERIC, in consultation with the Board Chair), following the Member's compliance with sub-sections (a) and (b) above, the Board 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 or losses related to or stemming from the Unauthorized Disclosure.

e. ~~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.~~

d.ii. ~~Unauthorized Disclosure of Data/Indemnification-ERIC: Should there be an unauthorized disclosure of motor vehicle dataMember Data, Third-Party Data, or ERIC Reports by ERIC, whether accidental or intentional or the responsibility of a third party ("ERIC Unauthorized Disclosure"), ERIC shall immediately give notice to Members; and take such other steps as required by law, insurance policies, and its incident response plan. ERIC shall keep the~~

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membership reasonably apprised of the steps it is taking to address the ERIC Unauthorized Disclosure. 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 attributable to a negligent act or omission by ERIC, capped at the limit of any applicable ERIC insurance policy.

h. Miscellaneous. This provision 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.

4. Utilizing ERIC Reports to Improve the Accuracy of State Voter Rolls, Increase Access to Voter Registration, and Investigate Possible Cases of Illegal Voting.

ERIC securely analyzes Member Data and Third-Party Data in order to provide its Members with the ERIC Reports. Members use the ERIC Reports to improve the accuracy of their voter registration rolls, provide voter registration information to potentially eligible but unregistered individuals, and investigate possible cases of illegal voting. "Member Data" is defined in Section 2 of this Agreement. "Third-Party Data" and "ERIC Reports" are defined in Section 3 of this Agreement.

Well-timed, frequent, and effective use of ERIC Reports will result in more accurate and up to date voter rolls at any given time. Additionally, more eligible citizens will be registered to vote. ERIC recognizes that Members have other significant year-around legal obligations associated with conducting elections. In recognition of these complex conditions, Members must request and act on ERIC Reports as specified in this section, and in a manner that complies with applicable federal and state laws.

a. Requirements for requesting ERIC Reports; schedules and deadlines. For the purposes of this subsection, a Member's Date of Certification is the date established pursuant to Section 2(a) of this Agreement.

i. Initial Reports:

A. Each Member must request and act on an Eligible but Unregistered Report by October 1 or fifteen (15) days before the close of registration, whichever is earlier, of the first Federal General Election following the Member's Date of Certification. For the purposes of this requirement, close of registration means the earliest of the final day to register by mail or online. In furtherance of ERIC's mission and to maximize the value of the Eligible but Unregistered report, the Member must request and act on it during a year in which a Federal General Election occurs.

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B. Each Member must request and act on a Cross-State Movers Report, an In-State Movers Report, a Duplicate Report, and a Deceased Report within 12 months of the Member's Date of Certification. To be clear, each Member must request and act on all four reports specified in this subsection within the 12-month deadline.

C. Each Member must request a Voter Participation Report for the first Federal General Election following the Member's Date of Certification, unless the Member is deemed ineligible to receive this report pursuant to Section 5 of this Agreement.

ii. Subsequent Reports: **NOTE: This section begins on next page.**

A. _____

~~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~~

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~~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 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.~~

A. 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. After a Member requests and acts on the ERIC Reports specified in subsections (i)(A) and (i)(B) above, the Member may request the report in these subsections on a schedule deemed appropriate by the Member and upon which ERIC staff can reasonably provide the requested reports. Members must complete action on any ERIC Report received by the deadline for that report as specified in subsection (b). In furtherance of ERIC's mission, and to maximize the value of membership in ERIC, Members are strongly encouraged to utilize these reports as frequently as possible while complying with applicable federal and state laws.

B. After an eligible Member requests and acts on the initial Voter Participation Report, the Member may request these reports pursuant to Section 5 of this Agreement.

C. Any Member who has not requested and acted on an ERIC Report specified in subsections (i)(B) and (i)(C) at least once by the date this section is adopted must request and act on the report(s) not yet requested. For unrequested reports specified in subsection (i)(B), the member has 12 months from the date this section is adopted to comply with this requirement. For an unrequested Voter Participation Report, all Members not deemed ineligible must request it for the next Federal General Election in which it is available.

iii. National Change of Address Report: Each Member may request a National Change of Address Report any time following the Member's Date of

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Certification. Members are not required to request this report as a condition of membership.

b. Requirements for acting on ERIC Reports, deadlines for taking action.

This section addresses deadlines and required actions for the Eligible but Unregistered, Cross-State Movers, In-State Movers, Duplicates, and Deceased Reports. See Section 5 for the deadlines and requirements pertaining to the Voter Participation Reports.

i. Eligible but Unregistered Report:

A. These reports must be used to provide voter registration information to potentially eligible but not yet registered individuals.

B. When the Member receives an Eligible but Unregistered Report the Member must act on the report by, at a minimum, initiating contact with all individuals identified in the report deemed potentially eligible by the Member for the purposes of providing information on the most efficient way to register to vote, including the deadlines and eligibility

requirements for registering as specified in applicable state or federal laws.

C. For the purposes of this Agreement, “individuals identified in the report deemed potentially eligible by the Member” refers to the individuals who remain on the Contact List after the Member has used any other official federal, state, or local data sources, or records internal to the Member, to identify and remove from the contact list individuals who are not eligible pursuant to state law.

D. For the purposes of this Agreement, “Contact List” refers to the final list of potentially eligible but unregistered individuals provided to the entity responsible for preparing the mailing (or any other form of contact) to the recipient of the voter registration information.

E. Members may not remove from the Contact List any individual identified in the report who otherwise appears to be eligible to register under federal or state law.

F. Members are not required to initiate contact with eligible or potentially eligible individuals more than once at the same address. Members are not required to contact any individual who has affirmatively confirmed their desire not to be contacted pursuant to this Agreement or who is otherwise ineligible to vote in the Member’s state.

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G. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.

ii. Cross-State and In-State Movers Reports:

A. These reports must be used to improve the accuracy of the Member's voter rolls.

b.B. When a Member receives a Cross-State Movers or In-State Movers Report the Member must act on the report by, at a minimum, initiating contact with all voters identified in the report 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. This requirement does not prevent the Member from taking any other action on a voter record identified in these reports that may be required by federal or state law.

C. ERIC recognizes Members may exclude from contact conducted in accordance with this subsection any voter identified in these reports where other official federal, state, or local data sources, or records internal to the Member, indicate the voter record is not out of date or inaccurate. Upon the request of the Executive Director, Members must provide to ERIC details on the excluded voter records.

~~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 91st 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*.~~

~~e. 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.~~

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- ~~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.~~
 - ~~D. Voter Participation Data. Each Member has ninety (90) days after the report was provided to initiate contact with all voters for whom data in the report indicates a record is inaccurate or out of date.~~
 - ~~E. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.~~
- iii. Duplicate and Deceased Voters Reports:
 - A. These reports must be used to improve the accuracy of the Member's voter rolls.
 - B. When a Member receives a Duplicate or Deceased Report the Member must act on the report by, at a minimum, resolving all duplicate registrations or removing all deceased voters identified in these reports. This requirement does not prevent the Member from taking any other action on a voter record identified in these reports that may be required by federal or state law.
 - C. ERIC recognizes Members may not act on any voter record identified in these reports where other official federal, state, or local data sources, or records internal to the Member, indicate the voter is not deceased or the record is not a duplicate. Upon the request of the Executive Director, Members must provide to ERIC details on these voter records.
 - D. Each Member has ninety (90) days after the report was provided to act on all voter records for which data in the Deceased Report indicates the voter is deceased or for whom the data in the Duplicates Report indicates a registration record is a duplicate.
 - E. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.
- c. Accountability and Transparency. By July 1 of each year, the Executive Director must cause to be published a report of each Member's utilization of the ERIC Reports for the previous calendar year. At a minimum, for each Member, the report must disclose the total number of ERIC Reports requested, the specific ERIC

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Reports requested, and the frequency by which such ERIC Reports were requested throughout the preceding year. In consultation with the Executive Committee, the Executive Director may include other content related to how Members used ERIC in the preceding year. The first report will be published by July 31, 2025.

d. Certifying compliance with ERIC Report requirements.

- i. The goals of certifying compliance with Subsection (b) are to 1) ensure Members take seriously their obligations to effectuate ERIC’s mission of improving the accuracy of state voter rolls and providing voter registration information to all eligible citizens, 2) hold Members accountable to the public and to other members of the organization, and 3) provide ERIC with information needed to evaluate its effectiveness.
- ii. In the manner and by the deadline prescribed by the Executive Director, Members must provide written certification to the Executive Director that the Member has or has not complied with the requirements for acting on the Cross-State Movers, In-State Movers, Duplicate, Deceased, Eligible but Unregistered, and Voter Participation Reports. In consultation with the Executive Committee, the Executive Director may ask Members to submit supplemental information that may be useful to evaluating ERIC’s effectiveness.
- iii. Upon advance written notice from the Member Representative, Member staff other than the designated Member Representative may certify compliance. Written notice must be submitted via email to the Executive Director not less than one (1) day prior to the Member submitting the certification.
- iv. ERIC recognizes some Members may, on occasion, be unable to certify compliance due to voter registration system limitations, technical difficulties, or other circumstances. These Members must communicate such limitations or circumstances in writing to the Executive Director at 30 days prior to the first certification deadline established by the Executive Director or as such circumstances arise at any point during membership in ERIC. The Executive Director will assess the circumstances preventing the certification and work with the Member to determine if there are acceptable alternatives to achieving the goals of the certification requirement. This determination is in the sole discretion of the Executive Director, though the Executive Director will consult with the Executive Committee during the assessment process.

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e. Deadline extensions to request a report, act on a report, or certify compliance with report requirements.

i. Eligible but Unregistered Reports:

A. Members may submit a written request for a reasonable extension to request their initial Eligible but Unregistered Report. The request must be submitted to the Executive Director not less than thirty (30) days before the applicable deadline. The request must set forth the reasons for the extension and provide a specific date when the report will be requested. Due to the inability to reschedule a Federal General Election, an extension must be based on and will only be granted in extraordinary circumstances.

B. Members may submit a written request for a brief extension to act on an initial or subsequent Eligible but Unregistered Report. The request must be submitted to the Executive Director not less than seven (7) days before the applicable deadline. The request must set forth the reasons for the extension and provide a specific date when contact will be initiated, except that the Member must initiate contact by a date that provides time for individuals on the Contact List to register and vote in the forthcoming Federal General Election.

C. Members may submit a written request for an extension to certify compliance with the requirements for this report in the manner and by the deadline established by the Executive Director pursuant to subsection (d).

ii. Cross-State and In-State Movers Reports:

A. Members may submit a written request for a reasonable extension to request or act on an initial Cross-State or In-State Movers report. The request must be submitted to the Executive Director not less than thirty (30) days before the 12-month deadline to request the report, or thirty (30) days before the deadline to initiate contact. The request must set forth the reasons an extension is needed and provide a specific date when the report will be requested, or contact will be initiated.

B. Members may submit a written request for a reasonable extension to act on a subsequent Cross-State or In-State Movers report. The request must be submitted to the Executive Director not less than thirty (30) days before the 90-day deadline. The request must set forth the reasons an

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extension is needed and provide a specific date when the report will be requested, or contact will be initiated.

- C. Members may submit a written request for an extension to certify compliance with the requirements for these reports in the manner and by the deadline established by the Executive Director pursuant to subsection (d).

iii. Deceased and Duplicates Reports:

- A. Members may submit a written request for a reasonable extension to request or act on voter records identified in an initial Deceased or Duplicates Report. The request must be submitted to the Executive Director not less than (30) days before the 12-month deadline to request the report, or thirty (30) days before the deadline to act on the report. The request must set forth the reasons an extension is needed and provide a specific date when the report will be requested, or action will be completed.

- B. Members may submit a written request for a reasonable extension to act on a subsequent Deceased or Duplicates Report. The request must be submitted to the Executive Director not less than thirty (30) days before the 90-day deadline. The request must set forth the reasons an extension is needed and provide a specific date when action will be completed.

- C. Members may submit a written request for an extension to certify compliance with the requirements for these reports in the manner and by the deadline established by the Executive Director pursuant to subsection (d).

iv. Voter Participation Reports:

- A. Members may submit a written request for a reasonable extension to complete its internal investigations arising from possible cases of illegal voting identified in a Voter Participation Report. The request must be submitted to the Executive Director not less than fifteen (15) days prior to the applicable deadline. The request must set forth the reasons for the extension request and provide a specific date when the internal investigations will be completed.

- B. Members may submit a written request for an extension to certify compliance with the requirements for this report in the manner and by

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the deadline established by the Executive Director pursuant to subsection (d).

- v. The Executive Director has sole discretion on whether to grant an extension under this subsection or proceed to the applicable Member removal provisions in subsection (f). The Executive Director will inform the Executive Committee of all extension requests submitted pursuant to this section.

f. Failure to request and complete action on reports.

- i. The Executive Director must notify, or cause to be notified, in writing, a Member who appears to be at risk of missing a deadline to request its initial Cross-State Movers, In-State Movers, Duplicates, Deceased, Eligible but Unregistered, or Voter Participation Report. A Member who fails to request, act on, or certify any initial report by the applicable deadline, and who fails to request an extension on any of these requirements as provided in subsection (e), is automatically removed from ERIC Membership.

- ii. A Member who fails to act on or certify any of their subsequent ERIC Reports by the applicable deadlines, and who fails to request an extension as provided in subsection (e), may be suspended from receiving additional ERIC Reports. Whether to suspend access to additional reports, and the duration of such suspension, is in the sole discretion of the Executive Director. The Executive Director shall take into account the circumstances of the failure to complete the required action and failure to request an extension, including whether the Member appeared to otherwise be acting in good faith to comply with the applicable requirements. The Executive Director will inform the Executive Committee of any actions taken pursuant to this subsection.

5. Voter Participation Reports.

- 6.a. _____ ERIC recognizes that the appearance of improperillegal voting, allegations of improperillegal voting, and actual improperillegal voting undermines public confidence in the electoral process and election outcomes. ERIC can be a tool to identify potentially improperillegal votes; and refer them to Members for further investigation consistent with each state's laws. For the purposes of this Agreement, "improperillegal votes" means votes cast by an individual who may have voted more than once in the Member jurisdiction at the same election, voted in more than one Member jurisdiction

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at the same election, or voted on behalf of a deceased voter within the Member jurisdiction.

~~Upon the written request of a Member Representative, ERIC shall provide the Member with data identifying voters who appear to have cast improper votes in a preceding election. Members shall not be required to request these data. Use or acceptance of these data shall not be a condition of membership.~~

- ~~b. After completing an initial Voter Participation Report, eligible Members may request Voter Participation Reports following each Federal General Election as provided in subsection (c). An eligible Member is not required to request this report after they have requested and acted on their initial Voter Participation Report.~~
- ~~c. To receive ~~these data~~ the Voter Participation Report, Members ~~shall~~ must submit a written request to the Executive Director at least 30 calendar days before the applicable election. In the written request, the Member must: (1) specify the election for which it requests data identifying voters who appear to have cast improper votes, (2) affirm that it will submit to ERIC voting history data for the applicable election in a manner consistent with how voter files and motor vehicle records are submitted to ERIC, (3) affirm that it will accept the requested data from ERIC, (4) affirm that it will complete a reasonable internal investigation of any possible improper votes before publicly releasing information about the data, and (5) affirm that it can protect the confidentiality of the ~~individual-level data~~ Voter Participation Report, either by state law or administrative rule, until the internal investigation is complete and the findings are turned over to law enforcement.~~
- ~~d. Any Member unable to provide the affirmation required in c(5) is deemed ineligible to receive the Voter Participation Report and must submit to the Executive Director a written explanation of why the Member cannot provide the affirmation in c(5). Members deemed ineligible to receive this report, or who do not request the report, are not required to submit voting history data for use in preparing Voter Participation Reports.~~
- ~~e. A Member who requests a Voter Participation Report must submit to ERIC the required voting history data no later than 90 days from the date the Member certifies the applicable Federal General Election pursuant to the Member's state law. In consultation with the Executive Director, the Member may request a deadline extension to accommodate a recount(s) or other post-election activity required by state law that will prevent the member from providing the voting history data by the 90-day deadline.~~

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- ~~f.~~ A Member who requests a Voter Participation Report must refer all findings of credible cases of illegal voting to the appropriate law enforcement authorities, as designated by the Member's state law, no later than December 31 of the calendar year following the applicable Federal General Election or 180 days after the Member receives its final Voter Participation Report, whichever is later.
- ~~7.6.~~ 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.
- ~~8.~~ 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.~~
7. 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-C.~~
- ~~9.~~
- ~~10.8.~~ 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.
9. 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.~~
10. 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.~~
11. 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 a majority vote of the entire Membership. 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.~~

EXHIBIT A

~~14.12.~~ 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.

~~15.13.~~ 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.

~~14.~~ 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.~~

~~17.15.~~ 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. ~~This Agreement may be executed using electronic signatures.~~

~~16.~~ 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.~~

~~19.17.~~ Headings and Subsections. Section headings are provided for reference and do not constitute part of this Agreement.

~~20.18.~~ 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: ERIC Executive Director _____
Address:	Address:
Phone:	Phone:
Fax: _____	Fax:
Email: _____	

[MEMBER]

By: _____
Name: _____
Title: _____
Date: _____

Notice Details:

With a copy to: (optional):

Name:	Name:
Title:	Title:
Address:	Address:
Phone:	Phone:
Fax: _____	Fax: _____
Email: _____	Email: _____

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~~
- 10.8. Phone number
- 11.9. 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:

- B. — 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.
- C. — 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)*
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 DC

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).

From: Hamlin, Shane
Sent: Monday, February 27, 2023 7:23 AM AKST
To: Hamlin, Shane
CC: Haas, Ericka; Whitt, Sarah
Subject: March 17 Meeting - Deadline/Notice Regarding Amendments
Attachments: ERIC Bylaws-Membership Agreement Proposed Amendments CLEAN Version 2-8-2023.docx, ERIC Bylaws-Membership Agreement Proposed Amendments COMPARE Version 2-8-23.docx
Importance: High

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

****Sent to the ERIC Board of Directors and Secondary Points of Contact.****

Members,

I'm resending the message below and attachments. Since the original message went out after hours last Friday, I want to make sure you see it/have a chance to read it.

Thanks,

-Shane

Shane Hamlin | Executive Director
ERIC | Electronic Registration Information Center
1201 Connecticut Ave NW, Suite 600
Washington, DC 20036
(202) 695-3464

www.ericstates.org

From: Hamlin, Shane
Sent: Friday, February 24, 2023 6:15 PM
To: Hamlin, Shane <shane.hamlin@ericstates.org>
Cc: Haas, Ericka <ericka.haas@ericstates.org>; Whitt, Sarah <sarah.whitt@ericstates.org>
Subject: March 17 Meeting - Deadline/Notice Regarding Amendments
Importance: High

****Sent to the ERIC Board of Directors and Secondary Points of Contact****

Members,

This is one of several emails I'll send that addresses deadlines and process or logistical matters for our March 17, 2023, meeting. **This email pertains to deadlines and submission requirements for additional amendments.**

All amendments must be submitted to me via email by 5 pm Friday, March 3. I will review the amendments, package them up, and distribute them to the Board of Directors by March 7; 10 days before the board meeting. This timeline ensures compliance **with** the notice requirements set forth in Article II, Section 10, of ERIC's bylaws.

The Chair and Vice Chair have agreed on the following:

1. Only voting board members may submit amendments.
2. Alternative proposals will be accepted and distributed to the members for consideration. Alternative proposals are defined as a proposal that is substantively different, in whole or in part, from the "a la carte" model currently on the table. In other words—a proposal that deviates in material ways from the proposed model. To ensure members can fairly assess an alternative proposal, it should be fully drafted/fleshed out. A short summary may be helpful but is not required.
3. Other changes that could be described as housekeeping, minor wordsmithing, corrections to typos, or that are within scope of the "a la carte" model or other proposed changes are welcome by the deadline. These should be clearly laid out with line and page references or in some other manner that makes it as easy to understand what the proposed change is and where it applies to the underlying amendment.

To aid in these processes, please find attached a Word version of the amendment documents. I've included a "clean" version and a "track changes" version.

As always, please let me know if you have any questions. Stay tuned for additional information and notices for the meeting.

Finally, please do your best to participate in one or both open mic calls I set up for March 8 and March 10.

Thank you,

-Shane

Shane Hamlin | Executive Director
ERIC | Electronic Registration Information Center
1201 Connecticut Ave NW, Suite 600
Washington, DC 20036
(202) 695-3464

www.ericstates.org

ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

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Last updated on March 28, 2014; May 21, 2015; October 28, 2015; December 16, 2016; November 30, 2018; February 3, 2020; June 3, 2022

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ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

BYLAWS

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, 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 Executive Director who shall, in turn, notify the Membership.

Section 2. Admission of Members. Any jurisdiction seeking membership shall apply to the Executive Director. 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 Board of Directors, 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.

Section 4. Membership Fee. Upon admission and execution of the Membership Agreement, each member shall pay a one-time, non-refundable Membership Fee of \$25,000 to the

Corporation. With respect to individual members, the schedule for payment of the Membership Fee may be modified by the Board of Directors.

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 of Directors. The Dues Schedule may be amended, modified, or substituted by a vote of the Membership, however, the schedule for payment of dues by individual members may be modified by the Board of Directors. 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 Membership 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 Executive Director, who shall, in turn, notify the Membership. 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 Membership 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 herein or in the Membership Agreement. Such automatic removal shall be effective upon written notice by the Chair of the Board of Directors and/or the 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 Board of Directors. The Board of Directors 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 Board of Directors for the transaction of 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 Board of Directors. The annual meeting 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 Board of Directors for annual and regular meetings and in the notice of meeting for special meetings. The Board of Directors 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 Membership shall be published following 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, in the case of public meetings, 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, a majority of the entire Membership, or upon request of the Executive Director. 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. The Member Representative shall provide written notice to the Executive Director of the proxy within a reasonable period of time in advance of the meeting of the members.

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. Appointment of Directors. All members of the Corporation have a right to appoint their Member Representative to serve as a director on the Board of Directors. Upon admission to Membership under Article II, Section 2 or in the event of a vacancy, member shall inform the Executive Director in writing whether it wishes to have its Member Representative serve or continue to serve on the Board of Directors. Declining to have a Member Representative serve on the Board of Directors shall have no effect on the Member's other rights under these Bylaws, and such member shall have the right to appoint or reinstate their Member Representative to the Board of Directors at any time by providing written notice to the Executive Director who shall, in turn, notify the Board of Directors.

Section 3. 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 4. 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 of Directors.

Section 5. Vacancies. If a Member Representative position on the Board of Directors becomes vacant for any reason including resignation or removal, the chief election official shall appoint a replacement in accordance with Article II, section 1 and shall notify the Executive Director in writing whether it wishes to have its replacement Member Representative serve as a director on the Board of Directors.

Section 6. 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 of Directors shall be held at such times as may be fixed by the Board of Directors. Special meetings of the Board of Directors may be held at any time whenever called by the Chair of the Board, two or more directors, or the Executive Director. Any Member Representative who is not a director may attend any meeting of the Board of Directors.

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 of Directors for annual and regular meetings and in the notice of meeting for special meetings. Minutes of any meeting of the Board of Directors shall be published following the meeting.

Section 7. Notice. Annual and special meetings of the Board of Directors 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 8. 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 of Directors. Directors are not permitted to give a proxy to someone to act on his or her behalf with respect to actions of the Board of Directors.

Section 9. 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 of Directors 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 of Directors or such committee shall be filed with the minutes of the proceedings of the Board of Directors 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 10. 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) approve or remove members; d) elect or remove officers; e) remove directors; 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, except with respect to quorum. In the absence of a contrary provision established by the Board of Directors, 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 of Directors, and the Executive Director shall serve as a non-voting member of the Executive Committee (collectively the “*ex officio* members”). Vacancies in the *ex officio* membership of the Executive Committee shall be addressed in accordance with Article V.

(b) Elected Membership: In addition to the *ex officio* members, until the Membership reaches thirty-four, the Executive Committee shall include two voting members of the Board of Directors elected by the Board of Directors. When the Membership reaches thirty-five, the number of voting members of the Board of Directors serving on the Executive Committee shall increase to four, with the election of the additional members occurring within a reasonable time following the admission of the thirty-fifth member. Such committee members shall serve in this capacity for terms of one year, not to exceed two consecutive one-year terms. In the event of a vacancy among the elected membership of the Executive Committee, in accordance with subsection d below, the Executive Committee shall take reasonable steps to propose a replacement to fill the unexpired term of his or her predecessor.

(c) Chair of Executive Committee: The Chair of the Board of Directors 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 of Directors, 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 of Directors a slate of candidates for officer positions and elected members of the Executive and Finance Committees, including in the event of a vacancy, and the Executive Director; and, in consultation with the Finance Committee, reviewing the compensation and performance of 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 or more of its members. Actions of the Executive Committee shall be reported to the Board of Directors.

Section 7. Finance Committee.

(a) Ex Officio Membership: The Finance Committee shall consist of the Treasurer and Secretary of the Board of Directors, and the Executive Director shall serve as a non-voting member of the Finance Committee (collectively, the “*ex officio* members”). Vacancies in the *ex officio* membership of the Finance Committee shall be addressed in accordance with Article V.

(b) Elected Membership: The Finance Committee shall include one voting member of the Board of Directors elected by the Board. This committee member shall serve in this capacity for terms of one year, not to exceed three consecutive one-year terms. In the event the voting member position on the Finance Committee becomes vacant, in accordance with subsection d below, the Executive Committee shall take reasonable steps to propose a replacement to fill the unexpired term of his or her predecessor.

(c) Chair of Finance Committee: The Treasurer shall be the Chair of the Finance Committee.

(d) Role and Powers of Finance Committee: Except as set forth in Article IV, Section 1 above, or as otherwise proscribed by the Board, the Finance Committee shall have the authority to exercise all powers of the Board of Directors between meetings of the Board. The Finance Committee will assist the Board of Directors with its financial oversight responsibilities including reviewing and recommending approval of the annual operating budget; reviewing periodic financial reports; and overseeing the management of financial assets and audits. The Finance Committee shall hold regular meetings at such times as it shall determine and special meetings as requested by any of its members. Actions of the Finance Committee shall be reported to the Board of Directors.

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, the Executive Director, and may include such other officers as may be deemed necessary.

Section 2. Term of Office, Vacancies and Removal. The officers, other than the Immediate Past Chair and the Executive Director, shall be elected by the Board of Directors from among its membership at the annual meeting of the Board. The Board of Directors 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 terms of one year, until the next annual meeting of the Board of Directors 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 of Directors may fill such vacancy. Any officer so appointed or elected shall serve only until such time as the unexpired term of his or her predecessor shall have expired unless re-elected by the Board of Directors. Any officer may be removed by a vote of the majority of the entire Board of Directors 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 of Directors.

(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 and members, 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 oversee the custody of the corporate seal of the Corporation, if any; and shall have authority to affix or cause to be affixed the same to any instrument requiring it; and, when so affixed, it may be attested by his or her signature. The Board of Directors 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 be chair of the Finance Committee. The treasurer shall oversee 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 or cause to be deposited 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 of Directors, the Treasurer shall render or cause to be provided a statement of accounts. The Treasurer shall at all reasonable times exhibit or cause to be exhibited the books and accounts to any officer or director of the Corporation, and shall perform or cause to be performed all duties incident to the office of Treasurer, subject to the supervision of the Board of Directors, and such other duties as shall from time to time be assigned by the Board. The Treasurer shall, if required by the Board of Directors, 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 of Directors; report on the progress of the Corporation's activities, 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 of Directors 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 of Directors 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 in the custody of the Executive Director (1) correct and complete books and records of accounts, (2) minutes of the proceedings of its Board of Directors, members, 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, in accordance with federal law.

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 improvements to voter registration in the United States; and

WHEREAS, ERIC seeks to lessen the burdens of government by facilitating the collaboration of states 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 in furthering its charitable and educational purposes by such states becoming members of ERIC and furnishing voter registration and other data to help ERIC understand the needs of states with respect to their use of voter registration systems, and assist state 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 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 Director 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 Registration Data and Motor Vehicle Department Data.
 - 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.

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- b. Within sixty (60) days of the Certification Date, and at least every sixty (60) days thereafter, the Member shall transmit the following data to ERIC: (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 (“Voter Registration Data”), and (2) all licensing or identification records from motor vehicles departments (excluding those fields unrelated to voter eligibility, such as fields related to an individual’s driving record), including those fields identified in Exhibit B (“MVD Data”). 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.
 - c. 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. Member may submit written requests to the Executive Director of ERIC for reasonable extensions of the grace period deadline if Member is unable to upload Member Data 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. If a grace period expires without a transmission to ERIC of Member Data from the Member, the Member shall be *automatically removed* from membership in accordance with the Bylaws.
3. Protection of ERIC Reports, Member Data, Third-Party Data, and ERIC Information.
- a. Definitions. The following definitions pertain to this Section and the Agreement as a whole.
 - i. ERIC Reports: Using Member Data (defined in Section 2 of this Agreement) and, in some cases, data from third-party sources, ERIC makes the reports described below available to its Members. These reports, in whole or in part, shall be collectively referred to in this Agreement as “ERIC Reports.”
 - A. **Eligible but Unregistered Report:** This report identifies individuals who appear to be eligible to register to vote in a member state but who do not appear to be registered. This report contains MVD Data and Voter Registration Data.
 - B. **Cross-State Movers Report:** This report identifies voters who appear to have moved from one ERIC member state to another ERIC member state. This report contains MVD Data and Voter Registration Data.
 - C. **In-State Movers Report:** This report identifies voters who appear to have moved within the member state or who have updated their contact information. This report contains MVD Data and Voter Registration Data.

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- D. **Duplicate Report:** This report identifies voters with duplicate registrations within the member state. This report contains Voter Registration Data. MVD Data is used to help strengthen the matches identified in this report but is not contained in the report.
- E. **Deceased Report:** This report identifies voters who may have died. This report is created using Social Security death data known as the Limited Access Death Master File (“LADMF”). This report contains Voter Registration Data that matches the LADMF Data. MVD Data is used to help strengthen the matches identified in this report but is not contained in the report.
- F. **Voter Participation Report:** This report identifies voters who appear to have voted (1) more than once in the Member jurisdiction in the same election, (2) in more than one Member jurisdiction in the same election, or (3) on behalf of a deceased voter within the Member jurisdiction. This report contains MVD Data and Voter Registration Data. In addition, this report contains voter history data.
- G. **National Change of Address (NCOA) Report (“NCOA Report”):** This report identifies voters who have moved using NCOALink data ERIC licenses from the United States Postal Service (“USPS”). There is no Member Data contained in this report.
- ii. Third-Party Data: The LADMF data and the NCOALink data ERIC uses to create the Deceased Report and the NCOA Report, respectively, is collectively referred to herein as “Third-Party Data.”
- iii. ERIC Information: Information relating to ERIC other than ERIC Reports, Member Data or Third-Party Data is collectively referred to herein as “ERIC Information.” By way of illustration only, ERIC Information includes, but is not limited to, ERIC governing documents, membership dues invoices, communications between the Member and ERIC, ERIC’s Information Security Management Plan, and documentation of ERIC’s federal tax-exempt status.
- iv. Records Request(s): All requests to members for ERIC Reports, Member Data, Third-Party Data or ERIC Information, including but not limited to requests that invoke state public records laws or the National Voter Registration Act (“NVRA”), to which a member believes it has a legal obligation to respond or comply with shall be collectively referred to in the Agreement as “Records Request(s).”
- b. Member Representations.

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- i. Member represents and warrants that the transmission of Member Data to ERIC or ERIC’s agents, contractors or subcontractors required under this Agreement and its use of ERIC Reports is and shall continue to be conducted in compliance with applicable state, federal and local laws, rules, and regulations.
 - ii. Member shall not use, transmit, sell, or disclose any ERIC Reports, Member Data, Third-Party Data or ERIC Information for any purpose other than the administration of elections under state or federal law, supporting the operations of ERIC, and responding to Records Requests consistent with the terms of this Agreement.
 - iii. Member shall use its best efforts to prevent the Unauthorized Disclosure (defined in subsection (g)(i) below) of ERIC Reports, Member Data, Third-Party Data, or protected ERIC Information.
- c. Confidentiality of ERIC Reports. The Member agrees that the federal statutes and regulations identified below (“Federal Protections”) protect and prohibit the disclosure of certain ERIC Reports, Member Data, and Third-Party Data. The Member agrees to prevent disclosure of and otherwise protect the ERIC Reports, Member Data, and Third-Party Data in accordance with the Federal Protections, including when responding to Records Request(s), as more fully set forth below.
- i. Driver’s Privacy Protection Act (“DPPA”): MVD is protected from disclosure under the DPPA, 18 U.S.C. § 2721 *et seq*, unless a statutory exception applies.
 - ii. LADMF Regulations: LADMF data is protected from disclosure under Section 203 of the Bipartisan Budget Act of 2013, 42 U.S.C. § 1306c, and associated regulations administered by the National Technical Information Service, 15 CFR Part 1110 (“LADMF Regulations”), during the three-calendar year period starting from the date of death. The National Technical Information Service has certified ERIC to receive LADMF data, which ERIC uses to prepare Deceased Reports for Members.
 - iii. NCOALink Regulations: The NCOALink data used to create the NCOA Report is generally protected from disclosure pursuant to ERIC’s license agreement with the USPS. The license agreement is expressly subject to and derived from federal statutory privacy provisions under the Nondisclosure of Lists of Names and Addresses Act, 39 U.S.C. § 412 and the Privacy Act, 5 U.S.C. § 552a (“NCOALink Regulations”).
- d. Release of ERIC Reports, Member Data, and Third-Party Data.
- i. In accordance with the Federal Protections enumerated above, Member shall not release or disclose the following Reports in whole or in part:

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- A. **Cross-State Movers, In-State Movers, and Eligible but Unregistered Reports**, unless a valid DPPA statutory exception applies;
 - B. **Deceased Reports** or data contained therein during the three-year period of protection described above, unless the requestor is a “certified person” as set forth in the LADMF Regulations;
 - C. **NCOA Reports**; or
 - D. **Voter Participation Reports**, which, in addition to the Federal Protections, and as set forth above are prohibited from release under state law.
- ii. In accordance with Federal Protections above, Member is permitted to release the following ERIC Reports:
 - A. **In-State Duplicate Report**; and
 - B. **Deceased Report** or data contained therein after the expiration of the three-year period of protection for the LADMF data described above.
- e. Process for Managing of Records Requests for ERIC Reports, Member Data, Third-Party Data, and ERIC Information.
 - i. When a Member receives Records Request(s) for ERIC Reports, Member Data, Third-Party Data or ERIC Information, Member shall notify and confer with the ERIC Executive Director before releasing any information in response to the Records Request(s). The purpose of this requirement is to advance the goals of (a) fostering open communication between ERIC and its Members regarding the disclosure of information relating to ERIC in accordance with this Agreement and the Federal Protections; (b) creating consistency across the Membership with respect to the handling of the release of information relating to ERIC; (c) allowing for the case-by-case assessment of requests, including whether the request is for information that might legally be protected from disclosure on grounds other than those outlined in subsection (c).
 - ii. Member shall not have an obligation under this Agreement to release an ERIC Report, Member Data, Third Party Data or ERIC Information in response to Records Request(s) even if authorized to do so under the Agreement, including, by way of example and not limitation, if the Member determines that doing so would violate an applicable law in Member’s jurisdiction.

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f. ERIC Representations.

- i. ERIC represents and warrants that it does not and shall not use or transmit any ERIC Reports, Member Data, Third-Party Data or ERIC Information for any purpose other than providing services to its Members. ERIC's services to its members includes, but is not limited to, undertaking research projects with the assistance of third-parties to help evaluate and assess ERIC, provided that such research is in accordance with its status as a non-partisan organization exempt from federal taxation under 501(c)(3) of the Internal Revenue Code. Before undertaking any such research project, the ERIC Executive Director shall obtain the approval of the Executive Committee. ERIC's services may also include responding to requests for information from third-parties.
- ii. ERIC represents and warrants that it does and shall use its best efforts to prevent an ERIC Unauthorized Disclosure (defined in subsection (g)(ii)) of ERIC Reports, Member Data, Third-Party Data or protected ERIC information.
- iii. If ERIC receives a request from a third-party for ERIC Reports, Member Data, Third-Party Data or ERIC Information, ERIC will generally refer the requestor to the relevant member(s), understanding that ERIC may provide the requestor with public information such as information relating to its status as a 501(c)(3) public charity. If ERIC otherwise determines it is legally obligated to respond directly to a third-party information request, it will do so in accordance with subsections (c) and (d), after first notifying the Executive Committee.

g. Unauthorized Use or Disclosure of Data.

- i. Member: Should there be an unauthorized or impermissible use, access, acquisition, or disclosure or transmission of an ERIC Report, Member Data, Third-Party Data or protected ERIC Information, regardless of whether it is accidental or intentional (for example, Member intentionally sells, distributes, publishes or uses an ERIC Report for a purpose other than election administration, including a commercial purpose) or by a third party (collectively, "Unauthorized Disclosure"), Member shall, take the following steps:
 - A. **Notice to ERIC:** Member shall report to the Executive Director of ERIC immediately upon learning of any Unauthorized Disclosure. ERIC will notify the entire Membership of the Unauthorized Disclosure within a reasonable period of time thereafter, but no less than as required under federal or state law.

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- B. Member Legal Management of Unauthorized Disclosure:** Where applicable, Member shall address the Unauthorized Disclosure in accordance with law and keep the ERIC Executive Director reasonably apprised of its efforts to do so and its progress.
- C. ERIC Remediation Process:** Within ninety (90) days of ERIC receiving notice of the Unauthorized Disclosure, Member shall (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, provide 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 (or at a subsequent meeting as determined by the Executive Director of ERIC, in consultation with the Board Chair), following the Member's compliance with sub-sections (a) and (b) above, the Board 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) 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 or losses related to or stemming from the Unauthorized Disclosure.
- ii. Notice of Unauthorized Disclosure of Data/Indemnification-ERIC: Should there be an unauthorized disclosure of Member Data, Third-Party Data, or ERIC Reports by ERIC, whether accidental or intentional or the responsibility of a third party ("ERIC Unauthorized Disclosure"), ERIC shall immediately give notice to Members and take such other steps as required by law, insurance policies, and its incident response plan. ERIC shall keep the membership reasonably apprised of the steps it is taking to address the ERIC Unauthorized Disclosure. 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 attributable to a negligent act or omission by ERIC, capped at the limit of any applicable ERIC insurance policy.
- h. Miscellaneous. This provision 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.

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4. Utilizing ERIC Reports to Improve the Accuracy of State Voter Rolls, Increase Access to Voter Registration, and Investigate Possible Cases of Illegal Voting.

ERIC securely analyzes Member Data and Third-Party Data in order to provide its Members with the ERIC Reports. Members use the ERIC Reports to improve the accuracy of their voter registration rolls, provide voter registration information to potentially eligible but unregistered individuals, and investigate possible cases of illegal voting. “Member Data” is defined in Section 2 of this Agreement. “Third-Party Data” and “ERIC Reports” are defined in Section 3 of this Agreement.

Well-timed, frequent, and effective use of ERIC Reports will result in more accurate and up to date voter rolls at any given time. Additionally, more eligible citizens will be registered to vote. ERIC recognizes that Members have other significant year-around legal obligations associated with conducting elections. In recognition of these complex conditions, Members must request and act on ERIC Reports as specified in this section, and in a manner that complies with applicable federal and state laws.

a. Requirements for requesting ERIC Reports; schedules and deadlines. For the purposes of this subsection, a Member’s Date of Certification is the date established pursuant to Section 2(a) of this Agreement.

i. Initial Reports:

- A. Each Member must request and act on an Eligible but Unregistered Report by October 1 or fifteen (15) days before the close of registration, whichever is earlier, of the first Federal General Election following the Member’s Date of Certification. For the purposes of this requirement, close of registration means the earliest of the final day to register by mail or online. In furtherance of ERIC’s mission and to maximize the value of the Eligible but Unregistered report, the Member must request and act on it during a year in which a Federal General Election occurs.
- B. Each Member must request and act on a Cross-State Movers Report, an In-State Movers Report, a Duplicate Report, and a Deceased Report within 12 months of the Member’s Date of Certification. To be clear, each Member must request and act on all four reports specified in this subsection within the 12-month deadline.
- C. Each Member must request a Voter Participation Report for the first Federal General Election following the Member’s Date of Certification, unless the Member is deemed ineligible to receive this report pursuant to Section 5 of this Agreement.

ii. Subsequent Reports:

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- A. After a Member requests and acts on the ERIC Reports specified in subsections (i)(A) and (i)(B) above, the Member may request the report in these subsections on a schedule deemed appropriate by the Member and upon which ERIC staff can reasonably provide the requested reports. Members must complete action on any ERIC Report received by the deadline for that report as specified in subsection (b). In furtherance of ERIC's mission, and to maximize the value of membership in ERIC, Members are strongly encouraged to utilize these reports as frequently as possible while complying with applicable federal and state laws.
 - B. After an eligible Member requests and acts on the initial Voter Participation Report, the Member may request these reports pursuant to Section 5 of this Agreement.
 - C. Any Member who has not requested and acted on an ERIC Report specified in subsections (i)(B) and (i)(C) at least once by the date this section is adopted must request and act on the report(s) not yet requested. For unrequested reports specified in subsection (i)(B), the member has 12 months from the date this section is adopted to comply with this requirement. For an unrequested Voter Participation Report, all Members not deemed ineligible must request it for the next Federal General Election in which it is available.
- iii. National Change of Address Report: Each Member may request a National Change of Address Report any time following the Member's Date of Certification. Members are not required to request this report as a condition of membership.
- b. Requirements for acting on ERIC Reports, deadlines for taking action.

This section addresses deadlines and required actions for the Eligible but Unregistered, Cross-State Movers, In-State Movers, Duplicates, and Deceased Reports. See Section 5 for the deadlines and requirements pertaining to the Voter Participation Reports.

- i. Eligible but Unregistered Report:
 - A. These reports must be used to provide voter registration information to potentially eligible but not yet registered individuals.
 - B. When the Member receives an Eligible but Unregistered Report the Member must act on the report by, at a minimum, initiating contact with all individuals identified in the report deemed potentially eligible by the

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Member for the purposes of providing information on the most efficient way to register to vote, including the deadlines and eligibility

requirements for registering as specified in applicable state or federal laws.

- C. For the purposes of this Agreement, “individuals identified in the report deemed potentially eligible by the Member” refers to the individuals who remain on the Contact List after the Member has used any other official federal, state, or local data sources, or records internal to the Member, to identify and remove from the contact list individuals who are not eligible pursuant to state law.
 - D. For the purposes of this Agreement, “Contact List” refers to the final list of potentially eligible but unregistered individuals provided to the entity responsible for preparing the mailing (or any other form of contact) to the recipient of the voter registration information.
 - E. Members may not remove from the Contact List any individual identified in the report who otherwise appears to be eligible to register under federal or state law.
 - F. Members are not required to initiate contact with eligible or potentially eligible individuals more than once at the same address. Members are not required to contact any individual who has affirmatively confirmed their desire not to be contacted pursuant to this Agreement or who is otherwise ineligible to vote in the Member’s state.
 - G. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.
- ii. Cross-State and In-State Movers Reports:
- A. These reports must be used to improve the accuracy of the Member’s voter rolls.
 - B. When a Member receives a Cross-State Movers or In-State Movers Report the Member must act on the report by, at a minimum, initiating contact with all voters identified in the report in order to correct the inaccuracy or obtain information sufficient to inactivate or update the voter’s record. This requirement does not prevent the Member from taking any other action on a voter record identified in these reports that may be required by federal or state law.

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- C. ERIC recognizes Members may exclude from contact conducted in accordance with this subsection any voter identified in these reports where other official federal, state, or local data sources, or records internal to the Member, indicate the voter record is not out of date or inaccurate. Upon the request of the Executive Director, Members must provide to ERIC details on the excluded voter records.
 - D. Each Member has ninety (90) days after the report was provided to initiate contact with all voters for whom data in the report indicates a record is inaccurate or out of date.
 - E. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.
- iii. Duplicate and Deceased Voters Reports:
- A. These reports must be used to improve the accuracy of the Member's voter rolls.
 - B. When a Member receives a Duplicate or Deceased Report the Member must act on the report by, at a minimum, resolving all duplicate registrations or removing all deceased voters identified in these reports. This requirement does not prevent the Member from taking any other action on a voter record identified in these reports that may be required by federal or state law.
 - C. ERIC recognizes Members may not act on any voter record identified in these reports where other official federal, state, or local data sources, or records internal to the Member, indicate the voter is not deceased or the record is not a duplicate. Upon the request of the Executive Director, Members must provide to ERIC details on these voter records.
 - D. Each Member has ninety (90) days after the report was provided to act on all voter records for which data in the Deceased Report indicates the voter is deceased or for whom the data in the Duplicates Report indicates a registration record is a duplicate.
 - E. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.
- c. Accountability and Transparency. By July 1 of each year, the Executive Director must cause to be published a report of each Member's utilization of the ERIC Reports for the previous calendar year. At a minimum, for each Member, the report must disclose the total number of ERIC Reports requested, the specific ERIC Reports requested, and the frequency by which such ERIC Reports were requested

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throughout the preceding year. In consultation with the Executive Committee, the Executive Director may include other content related to how Members used ERIC in the preceding year. The first report will be published by July 31, 2025.

d. Certifying compliance with ERIC Report requirements.

- i. The goals of certifying compliance with Subsection (b) are to 1) ensure Members take seriously their obligations to effectuate ERIC's mission of improving the accuracy of state voter rolls and providing voter registration information to all eligible citizens, 2) hold Members accountable to the public and to other members of the organization, and 3) provide ERIC with information needed to evaluate its effectiveness.
- ii. In the manner and by the deadline prescribed by the Executive Director, Members must provide written certification to the Executive Director that the Member has or has not complied with the requirements for acting on the Cross-State Movers, In-State Movers, Duplicate, Deceased, Eligible but Unregistered, and Voter Participation Reports. In consultation with the Executive Committee, the Executive Director may ask Members to submit supplemental information that may be useful to evaluating ERIC's effectiveness.
- iii. Upon advance written notice from the Member Representative, Member staff other than the designated Member Representative may certify compliance. Written notice must be submitted via email to the Executive Director not less than one (1) day prior to the Member submitting the certification.
- iv. ERIC recognizes some Members may, on occasion, be unable to certify compliance due to voter registration system limitations, technical difficulties, or other circumstances. These Members must communicate such limitations or circumstances in writing to the Executive Director at 30 days prior to the first certification deadline established by the Executive Director or as such circumstances arise at any point during membership in ERIC. The Executive Director will assess the circumstances preventing the certification and work with the Member to determine if there are acceptable alternatives to achieving the goals of the certification requirement. This determination is in the sole discretion of the Executive Director, though the Executive Director will consult with the Executive Committee during the assessment process.

EXHIBIT A

- e. Deadline extensions to request a report, act on a report, or certify compliance with report requirements.
 - i. Eligible but Unregistered Reports:
 - A. Members may submit a written request for a reasonable extension to request their initial Eligible but Unregistered Report. The request must be submitted to the Executive Director not less than thirty (30) days before the applicable deadline. The request must set forth the reasons for the extension and provide a specific date when the report will be requested. Due to the inability to reschedule a Federal General Election, an extension must be based on and will only be granted in extraordinary circumstances.
 - B. Members may submit a written request for a brief extension to act on an initial or subsequent Eligible but Unregistered Report. The request must be submitted to the Executive Director not less than seven (7) days before the applicable deadline. The request must set forth the reasons for the extension and provide a specific date when contact will be initiated, except that the Member must initiate contact by a date that provides time for individuals on the Contact List to register and vote in the forthcoming Federal General Election.
 - C. Members may submit a written request for an extension to certify compliance with the requirements for this report in the manner and by the deadline established by the Executive Director pursuant to subsection (d).
 - ii. Cross-State and In-State Movers Reports:
 - A. Members may submit a written request for a reasonable extension to request or act on an initial Cross-State or In-State Movers report. The request must be submitted to the Executive Director not less than thirty (30) days before the 12-month deadline to request the report, or thirty (30) days before the deadline to initiate contact. The request must set forth the reasons an extension is needed and provide a specific date when the report will be requested, or contact will be initiated.
 - B. Members may submit a written request for a reasonable extension to act on a subsequent Cross-State or In-State Movers report. The request must be submitted to the Executive Director not less than thirty (30) days before the 90-day deadline. The request must set forth the reasons an

EXHIBIT A

extension is needed and provide a specific date when the report will be requested, or contact will be initiated.

- C. Members may submit a written request for an extension to certify compliance with the requirements for these reports in the manner and by the deadline established by the Executive Director pursuant to subsection (d).

iii. Deceased and Duplicates Reports:

- A. Members may submit a written request for a reasonable extension to request or act on voter records identified in an initial Deceased or Duplicates Report. The request must be submitted to the Executive Director not less than (30) days before the 12-month deadline to request the report, or thirty (30) days before the deadline to act on the report. The request must set forth the reasons an extension is needed and provide a specific date when the report will be requested, or action will be completed.
- B. Members may submit a written request for a reasonable extension to act on a subsequent Deceased or Duplicates Report. The request must be submitted to the Executive Director not less than thirty (30) days before the 90-day deadline. The request must set forth the reasons an extension is needed and provide a specific date when action will be completed.
- C. Members may submit a written request for an extension to certify compliance with the requirements for these reports in the manner and by the deadline established by the Executive Director pursuant to subsection (d).

iv. Voter Participation Reports.

- A. Members may submit a written request for a reasonable extension to complete its internal investigations arising from possible cases of illegal voting identified in a Voter Participation Report. The request must be submitted to the Executive Director not less than fifteen (15) days prior to the applicable deadline. The request must set forth the reasons for the extension request and provide a specific date when the internal investigations will be completed.
- B. Members may submit a written request for an extension to certify compliance with the requirements for this report in the manner and by

EXHIBIT A

the deadline established by the Executive Director pursuant to subsection (d).

- v. The Executive Director has sole discretion on whether to grant an extension under this subsection or proceed to the applicable Member removal provisions in subsection (f). The Executive Director will inform the Executive Committee of all extension requests submitted pursuant to this section.

f. Failure to request and complete action on reports.

- i. The Executive Director must notify, or cause to be notified, in writing, a Member who appears to be at risk of missing a deadline to request its initial Cross-State Movers, In-State Movers, Duplicates, Deceased, Eligible but Unregistered, or Voter Participation Report. A Member who fails to request, act on, or certify any initial report by the applicable deadline, and who fails to request an extension on any of these requirements as provided in subsection (e), is *automatically removed* from ERIC Membership.
- ii. A Member who fails to act on or certify any of their subsequent ERIC Reports by the applicable deadlines, and who fails to request an extension as provided in subsection (e), may be suspended from receiving additional ERIC Reports. Whether to suspend access to additional reports, and the duration of such suspension, is in the sole discretion of the Executive Director. The Executive Director shall take into account the circumstances of the failure to complete the required action and failure to request an extension, including whether the Member appeared to otherwise be acting in good faith to comply with the applicable requirements. The Executive Director will inform the Executive Committee of any actions taken pursuant to this subsection.

5. Voter Participation Reports.

- a. ERIC recognizes that the appearance of illegal voting, allegations of illegal voting, and actual illegal voting undermines public confidence in the electoral process and election outcomes. ERIC can be a tool to identify potentially illegal votes and refer them to Members for further investigation consistent with each state's laws. For the purposes of this Agreement, "illegal votes" means votes cast by an individual who may have voted more than once in the Member jurisdiction at the same election, voted in more than one Member jurisdiction at the same election, or voted on behalf of a deceased voter within the Member jurisdiction.

EXHIBIT A

- b. After completing an initial Voter Participation Report, eligible Members may request Voter Participation Reports following each Federal General Election as provided in subsection (c). An eligible Member is not required to request this report after they have requested and acted on their initial Voter Participation Report.
 - c. To receive the Voter Participation Report, Members must submit a written request to the Executive Director at least 30 calendar days before the applicable election. In the written request, the Member must: (1) specify the election for which it requests data identifying voters who appear to have cast improper votes, (2) affirm that it will submit to ERIC voting history data for the applicable election in a manner consistent with how voter files and motor vehicle records are submitted to ERIC, (3) affirm that it will accept the requested data from ERIC, (4) affirm that it will complete a reasonable internal investigation of any possible improper votes before publicly releasing information about the data, and (5) affirm that it can protect the confidentiality of the Voter Participation Report, either by state law or administrative rule, until the internal investigation is complete and the findings are turned over to law enforcement.
 - d. Any Member unable to provide the affirmation required in c(5) is deemed ineligible to receive the Voter Participation Report and must submit to the Executive Director a written explanation of why the Member cannot provide the affirmation in c(5). Members deemed ineligible to receive this report, or who do not request the report, are not required to submit voting history data for use in preparing Voter Participation Reports.
 - e. A Member who requests a Voter Participation Report must submit to ERIC the required voting history data no later than 90 days from the date the Member certifies the applicable Federal General Election pursuant to the Member's state law. In consultation with the Executive Director, the Member may request a deadline extension to accommodate a recount(s) or other post-election activity required by state law that will prevent the member from providing the voting history data by the 90-day deadline.
 - f. A Member who requests a Voter Participation Report must refer all findings of credible cases of illegal voting to the appropriate law enforcement authorities, as designated by the Member's state law, no later than December 31 of the calendar year following the applicable Federal General Election or 180 days after the Member receives its final Voter Participation Report, whichever is later.
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. State Specific Requirements. From time to time, legislation or implementing regulations enabling states to become members of ERIC will contain state-specific

EXHIBIT A

membership requirements not applicable to all Members. Such state-specific requirements are set forth in Exhibit C.

8. 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.
9. 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
10. 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.
11. 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 a majority vote of the entire Membership. 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.
12. 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.
13. 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.
14. 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

EXHIBIT A

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.

15. 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. This Agreement may be executed using electronic signatures.
16. 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.
17. Headings and Subsections. Section headings are provided for reference and do not constitute part of this Agreement.
18. 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:

Name:
Title: ERIC Executive Director
Address:
Phone:
Email:

[MEMBER]

By: _____
Name: _____
Title: _____
Date: _____

Notice Details:

With a copy to (optional):

Name:	Name:
Title:	Title:
Address:	Address:
Phone:	Phone:
Email:	Email:

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
7. Current record status
8. Phone number
9. E-mail address or other electronic contact method

Exhibit C

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).

Last updated on March 28, 2014; May 21, 2015; October 28, 2015; December 16, 2016; November 30, 2018; February 3, 2020; June 3, 2022

ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

BYLAWS

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Last updated on March 28, 2014; May 21, 2015; October 28, 2015; December 16, 2016; November 30, 2018; February 3, 2020; June 3, 2022

ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

BYLAWS

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, 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 ~~ERIC~~-Executive Director who shall, in turn, notify the Membership.

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 Board of Directors, 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.

Section 4. Membership Fee. Upon admission and execution of the Membership Agreement, each member shall pay a one-time, non-refundable Membership Fee of \$25,000 to the

Corporation. With respect to individual members, the schedule for payment of the Membership Fee may be modified by the Board of Directors.

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 of Directors. The Dues Schedule may be amended, modified, or substituted by a vote of the Membership, however, the schedule for payment of dues by individual members may be modified by the Board of Directors. 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 Membership 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 and ERIC’s~~ Executive Director, who shall, in turn, notify the Membership. 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 Membership 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 herein or in the Membership Agreement. Such automatic removal shall be effective upon written notice by the Chair of the Board of Directors and/or ~~ERIC’s~~ 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 Board of Directors. The Board of Directors 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 Board of Directors 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 Board of Directors. The annual meeting 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 Board of Directors for annual and regular meetings and in the notice of meeting for special meetings. The Board of Directors 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 Membership shall be published following 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, in the case of public meetings, 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, or upon request of the Executive Director. 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. The Member Representative shall provide written notice to ERIC's the Executive Director of the proxy within a reasonable period of time in advance of the meeting of the members.

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. Appointment of Directors. All members of the Corporation have a right to appoint their Member Representative to serve as a director on the Board of Directors. Upon admission to Membership under Article II, Section 2 or in the event of a vacancy, member shall inform ERIC's the Executive Director in writing whether it wishes to have its Member Representative serve or continue to serve on the Board of Directors. Declining to have a Member Representative serve on the Board of Directors shall have no effect on the Member's other rights under these Bylaws, and such member shall have the right to appoint or reinstate their Member Representative to the Board of Directors at any time by providing written notice to ERIC's the Executive Director who shall, in turn, notify the Board of Directors.

~~**Section 3. — Non-Voting Seats on Board of Directors.** The Board of Directors may include up to two non-voting members of the Board for individuals who are experts in voting and elections but not governmental employees. Such non-voting directors shall serve two-year, renewable terms.~~

~~**Section 4.**~~ **Section 3. 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 5.**~~ **Section 4. 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 of Directors.

~~**Section 6.**~~ **Section 5. Vacancies.** If a Member Representative position on the Board of Directors becomes vacant for any reason including resignation or removal, the chief election

official shall appoint a replacement in accordance with Article II, section 1 and shall notify the Executive Director in writing whether it wishes to have its replacement Member Representative serve as a director on the Board of Directors.

~~Section 7.~~**Section 6. 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 of Directors shall be held at such times as may be fixed by the Board of Directors. Special meetings of the Board of Directors may be held at any time whenever called by the Chair of the Board, ~~any two~~ **or more** directors, or ~~ERIC's~~ **the** Executive Director. Any Member Representative who is not a director may attend any meeting of the Board of Directors.

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 of Directors for annual and regular meetings and in the notice of meeting for special meetings. Minutes of any meeting of the Board of Directors shall be published following the meeting.

~~Section 8.~~**Section 7. Notice.** Annual and special meetings of the Board of Directors 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 9.~~**Section 8. 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 of Directors. Directors are not permitted to give a proxy to someone to act on his or her behalf with respect to actions of the Board of Directors.

~~Section 10.~~**Section 9. 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 of Directors 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 of Directors or such committee shall be filed with the minutes of the proceedings of the Board of Directors 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 11.~~Section 10. **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) approve or remove members; d) elect or remove officers; e) remove directors; f) elect ~~or remove non-voting members of the Board of Directors;~~ g) elect members of committees; h) hire or discharge an executive director; i) adopt an agreement of merger or consolidation; j) recommend to the Membership the sale, lease or exchange of all or substantially all of the Corporation's property and assets; or k) 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, except with respect to quorum. In the absence of a contrary provision established by the Board of Directors, 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 of Directors, and the Executive Director shall serve as a non-voting member of the Executive Committee (collectively the “*ex officio* members”). Vacancies in the *ex officio* membership of the Executive Committee shall be addressed in accordance with Article V.

(b) **Elected Membership:** In addition to the *ex officio* members, until the Membership reaches thirty-four, the Executive Committee shall include two voting members of the Board of Directors elected by the Board of Directors. When the Membership reaches thirty-five, the number of voting members of the Board of Directors serving on the Executive Committee shall increase to four, with the election of the additional members occurring within a reasonable time following the admission of the thirty-fifth member. Such committee members shall serve in this capacity for terms of one year, not to exceed two consecutive one-year terms. In the event of a vacancy among the elected membership of the Executive Committee, in accordance with subsection d below, the Executive Committee shall take reasonable steps to propose a replacement to fill the unexpired term of his or her predecessor.

(c) **Chair of Executive Committee:** The Chair of the Board of Directors 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 of Directors, 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 of Directors a slate of candidates for officer positions and elected members of the Executive and Finance Committees, including in the event of a vacancy, and the Executive Director; and, in consultation with the Finance Committee, reviewing the compensation and performance of 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 or more of its members. Actions of the Executive Committee shall be reported to the Board of Directors.

Section 7. Finance Committee.

(a) **Ex Officio Membership:** The Finance Committee shall consist of the Treasurer and Secretary of the Board of Directors, and the Executive Director shall serve as a non-voting member of the Finance Committee (collectively, the “*ex officio* members”). Vacancies in the *ex officio* membership of the Finance Committee shall be addressed in accordance with Article V.

(b) **Elected Membership:** The Finance Committee shall include one voting member of the Board of Directors elected by the Board. This committee member shall serve in this capacity for terms of one year, not to exceed ~~two~~three consecutive one-year terms. In the event the voting member position on the Finance Committee becomes vacant, in accordance with subsection d below, the Executive Committee shall take reasonable steps to propose a replacement to fill the unexpired term of his or her predecessor.

(c) Chair of Finance Committee: The Treasurer shall be the Chair of the Finance Committee.

(d) Role and Powers of Finance Committee: Except as set forth in Article IV, Section 1 above, or as otherwise proscribed by the Board, the Finance Committee shall have the authority to exercise all powers of the Board of Directors between meetings of the Board. The Finance Committee will assist the Board of Directors with its financial oversight responsibilities including reviewing and recommending approval of the annual operating budget; reviewing periodic financial reports; and overseeing the management of financial assets and audits. The Finance Committee shall hold regular meetings at such times as it shall determine and special meetings as requested by any of its members. Actions of the Finance Committee shall be reported to the Board of Directors.

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, the Executive Director, and may include such other officers as may be deemed necessary.

Section 2. Term of Office, Vacancies and Removal. The officers, other than the Immediate Past Chair and the Executive Director, shall be elected by the Board of Directors from among its membership at the annual meeting of the Board. The Board of Directors 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~~ terms of one year, until the next annual meeting of the Board of Directors 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 of Directors may fill such vacancy. Any officer so appointed or elected shall serve only until such time as the unexpired term of his or her predecessor shall have expired unless re-elected by the Board of Directors. Any officer may be removed by a vote of the majority of the entire Board of Directors 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 of Directors.

(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 ~~and members~~, 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 oversee the custody of the corporate seal of the Corporation, if any; and shall have authority to affix or cause to be affixed the same to any instrument requiring it; and, when so affixed, it may be attested by his or her signature. The Board of Directors 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 be chair of the Finance Committee. The treasurer shall oversee 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 or cause to be deposited 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 of Directors, ~~and at the annual membership meeting,~~ the Treasurer shall render ~~or cause to be provided~~ a statement of accounts. The Treasurer shall at all reasonable times exhibit or cause to be exhibited the books and accounts to any officer or director of the Corporation, and shall perform or cause to be performed all duties incident to the office of Treasurer, subject to the supervision of the Board of Directors, and such other duties as shall from time to time be assigned by the Board. The Treasurer shall, if required by the Board of Directors, 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 of Directors; 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 of Directors 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 of Directors 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 in the custody of the Executive Director~~ (1) correct and complete books and records of accounts, (2) minutes of the proceedings of its Board of Directors, ~~members~~, 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, in accordance with federal law.

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.

Last updated on March 28, 2014; May 21, 2015; October 28, 2015; December 16, 2016; November 30, 2018; February 3, 2020; June 3, 2022

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~~ improvements to voter registration 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~~ Director 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"): Registration Data and Motor Vehicle Department 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 the following data to ERIC: (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, ("Voter Registration Data"), and (2) all licensing or identification records ~~contained in the from~~ motor vehicles ~~database~~ departments (excluding those fields unrelated to voter eligibility, such as fields related to an individual's driving record), including those fields identified in Exhibit B: ("MVD Data"). 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 requests to the Executive Director of ERIC for a reasonable extension extensions of the grace period deadline if Member is unable to meet that deadline upload Member Data 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. If a grace period expires without a transmission to ERIC of Member Data from the Member, the Member shall be automatically removed from membership in accordance with the Bylaws.~~

Commented [SH1]: Amendment to the Amendment. After "(MVD Data), insert "Voter Registration Data and MVD Data shall be referred to collectively as "Member Data."

EXHIBIT A

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 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.
3. Use and Protection of Data. The ERIC Reports, Member Data, Third-Party Data, 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 Information.
 - a. Definitions. The following definitions pertain to this Section and the Agreement as a whole.
 - i. ERIC (“Reports: Using Member Data (defined in Section 2 of this Agreement) and, in some cases, data from third-party sources, ERIC Data”) (Member Data, Additional Member Data and ERIC Data shall makes the reports described below available to its Members. These reports, in whole or in part, shall be collectively referred to in this Agreement as “Data”) in its possession. The Member-ERIC Reports.”
 - A. Eligible but Unregistered Report: This report identifies individuals who appear to be eligible to register to vote in a member state but who do not appear to be registered. This report contains MVD Data and Voter Registration Data.
 - B. Cross-State Movers Report: This report identifies voters who appear to have moved from one ERIC member state to another ERIC member state. This report contains MVD Data and Voter Registration Data.
 - C. In-State Movers Report: This report identifies voters who appear to have moved within the member state or who have updated their contact information. This report contains MVD Data and Voter Registration Data.
 - D. Duplicate Report: This report identifies voters with duplicate registrations within the member state. This report contains Voter Registration Data. MVD Data is used to help strengthen the matches identified in this report but is not contained in the report.
 - E. Deceased Report: This report identifies voters who may have died. This report is created using Social Security death data known as the

EXHIBIT A

Limited Access Death Master File (“LADMF”). This report contains Voter Registration Data that matches the LADMF Data. MVD Data is used to help strengthen the matches identified in this report but is not contained in the report.

F. **Voter Participation Report:** This report identifies voters who appear to have voted (1) more than once in the Member jurisdiction in the same election, (2) in more than one Member jurisdiction in the same election, or (3) on behalf of a deceased voter within the Member jurisdiction. This report contains MVD Data and Voter Registration Data. In addition, this report contains voter history data.

G. **National Change of Address (NCOA) Report (“NCOA Report”):** This report identifies voters who have moved using NCOALink data ERIC licenses from the United States Postal Service (“USPS”). There is no Member Data contained in this report.

- ii. **Third-Party Data:** The LADMF data and the NCOALink data ERIC uses to create the Deceased Report and the NCOA Report, respectively, is collectively referred to herein as “Third-Party Data.”
- iii. **ERIC Information:** Information relating to ERIC other than ERIC Reports, Member Data or Third-Party Data is collectively referred to herein as “ERIC Information.” By way of illustration only, ERIC Information includes, but is not limited to, ERIC governing documents, membership dues invoices, communications between the Member and ERIC, ERIC’s Information Security Management Plan, and documentation of ERIC’s federal tax-exempt status.
- iv. **Records Request(s):** All requests to members for ERIC Reports, Member Data, Third-Party Data or ERIC Information, including but not limited to requests that invoke state public records laws or the National Voter Registration Act (“NVRA”), to which a member believes it has a legal obligation to respond or comply with shall be collectively referred to in the Agreement as “Records Request(s).”

b. Member Representations.

- i. Member represents and warrants that ~~all uses and transmissions~~the transmission of Data originating from the Member Data to ERIC and/or ERIC’s agents, contractors or subcontractors ~~comply fully with required~~ under this Agreement and its use of ERIC Reports is and shall continue to be conducted in compliance with applicable state, federal and local laws, rules, and regulations. ~~The~~

EXHIBIT A

- ~~a.ii.~~ Member shall not use or, transmit, sell, or disclose any ERIC Reports, Member Data, Third-Party Data or ERIC Information 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, supporting the operations of ERIC, and responding to Records Requests consistent with the terms of this Agreement.
- ~~iii.~~ Member shall use its best efforts to prevent the Unauthorized Use or Disclosure of Data—(defined in subsection (g)(i) below) of ERIC Reports, Member Data, Third-Party Data, or protected ERIC Information.
- ~~c.~~ Confidentiality of ERIC Reports. The Member agrees that the federal statutes and regulations identified below (“Federal Protections”) protect and prohibit the disclosure of certain ERIC Reports, Member Data, and Third-Party Data. The Member agrees to prevent disclosure of and otherwise protect the ERIC Reports, Member Data, and Third-Party Data in accordance with the Federal Protections, including when responding to Records Request(s), as more fully set forth below.
- ~~i.~~ Driver’s Privacy Protection Act (“DPPA”): MVD is protected from disclosure under the DPPA, 18 U.S.C. § 2721 *et seq.*, unless a statutory exception applies.
- ~~ii.~~ LADMF Regulations: LADMF data is protected from disclosure under Section 203 of the Bipartisan Budget Act of 2013, 42 U.S.C. § 1306c, and associated regulations administered by the National Technical Information Service, 15 CFR Part 1110 (“LADMF Regulations”), during the three-calendar year period starting from the date of death. The National Technical Information Service has certified ERIC to receive LADMF data, which ERIC uses to prepare Deceased Reports for Members.
- ~~iii.~~ NCOALink Regulations: The NCOALink data used to create the NCOA Report is generally protected from disclosure pursuant to ERIC’s license agreement with the USPS. The license agreement is expressly subject to and derived from federal statutory privacy provisions under the Nondisclosure of Lists of Names and Addresses Act, 39 U.S.C. § 412 and the Privacy Act, 5 U.S.C. § 552a (“NCOALink Regulations”).
- ~~d.~~ Release of ERIC Reports, Member Data, and Third-Party Data.
- ~~i.~~ In accordance with the Federal Protections enumerated above, Member shall not release or disclose the following Reports in whole or in part:

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- A. **Cross-State Movers, In-State Movers, and Eligible but Unregistered Reports**, unless a valid DPPA statutory exception applies;
 - B. **Deceased Reports** or data contained therein during the three-year period of protection described above, unless the requestor is a “certified person” as set forth in the LADMF Regulations;
 - C. **NCOA Reports**; or
 - D. **Voter Participation Reports**, which, in addition to the Federal Protections, and as set forth above are prohibited from release under state law.
 - ii. In accordance with Federal Protections above, Member is permitted to release the following ERIC Reports:
 - A. **In-State Duplicate Report**; and
 - B. **Deceased Report** or data contained therein after the expiration of the three-year period of protection for the LADMF data described above.
- e. Process for Managing of Records Requests for ERIC Reports, Member Data, Third-Party Data, and ERIC Information.
 - i. When a Member receives Records Request(s) for ERIC Reports, Member Data, Third-Party Data or ERIC Information, Member shall notify and confer with the ERIC Executive Director before releasing any information in response to the Records Request(s). The purpose of this requirement is to advance the goals of (a) fostering open communication between ERIC and its Members regarding the disclosure of information relating to ERIC in accordance with this Agreement and the Federal Protections; (b) creating consistency across the Membership with respect to the handling of the release of information relating to ERIC; (c) allowing for the case-by-case assessment of requests, including whether the request is for information that might legally be protected from disclosure on grounds other than those outlined in subsection (c).
 - ii. Member shall not have an obligation under this Agreement to release an ERIC Report, Member Data, Third Party Data or ERIC Information in response to Records Request(s) even if authorized to do so under the Agreement, including, by way of example and not limitation, if the Member determines that doing so would violate an applicable law in Member’s jurisdiction.

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f. ERIC Representations.

- i. ERIC represents and warrants that it does not and shall not use or transmit any ERIC Reports, Member Data, Third-Party Data or ERIC Information for any purpose other than providing services to its Members. ERIC's services to its members includes, but is not limited to, undertaking research projects with the assistance of third-parties to help evaluate and assess ERIC, provided that such research is in accordance with its status as a non-partisan organization exempt from federal taxation under 501(c)(3) of the Internal Revenue Code. Before undertaking any such research project, the ERIC Executive Director shall obtain the approval of the Executive Committee. ERIC's services may also include responding to requests for information from third-parties.
- ii. ERIC represents and warrants that it does and shall use its best efforts to prevent an ERIC Unauthorized Disclosure (defined in subsection (g)(ii)) of ERIC Reports, Member Data, Third-Party Data or protected ERIC information.
- iii. If ERIC receives a request from a third-party for ERIC Reports, Member Data, Third-Party Data or ERIC Information, ERIC will generally refer the requestor to the relevant member(s), understanding that ERIC may provide the requestor with public information such as information relating to its status as a 501(c)(3) public charity. If ERIC otherwise determines it is legally obligated to respond directly to a third-party information request, it will do so in accordance with subsections (c) and (d), after first notifying the Executive Committee.

g. Unauthorized Use or Disclosure of Data.

- i. Member: Should there be an unauthorized or impermissible use, access, acquisition, or disclosure or transmission of ~~Data~~an ERIC Report, Member Data, Third-Party Data or protected ERIC Information, regardless of whether it is accidental or intentional (for example, Member intentionally sells, distributes, publishes or uses ~~any~~an ERIC ~~Data~~Report for ~~any~~a purpose other than election administration, including ~~any~~a commercial purpose) or ~~the responsibility of~~by a third party (collectively, "Unauthorized Disclosure"), Member shall, ~~withi~~take the following steps:
 - A. **Notice to ERIC:** Member shall report to the Executive Director of ERIC immediately upon learning of any Unauthorized Disclosure. ERIC will notify the entire Membership of the Unauthorized Disclosure within a reasonable period of time thereafter, but no less than as required under federal or state law.

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B. Member Legal Management of Unauthorized Disclosure: Where applicable, Member shall address the Unauthorized Disclosure in accordance with law and keep the ERIC Executive Director reasonably apprised of its efforts to do so and its progress.

b.C. ERIC Remediation Process: Within ninety (90) days of ERIC receiving notice of the Unauthorized Disclosure-, Member shall (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~~provide 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 (or at a subsequent meeting as determined by the Executive Director of ERIC, in consultation with the Board Chair), following the Member's compliance with sub-sections (a) and (b) above, the Board 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 or losses related to or stemming from the Unauthorized Disclosure.

e. ~~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.~~

d.ii. ~~Unauthorized Disclosure of Data/Indemnification-ERIC: Should there be an unauthorized disclosure of motor vehicle dataMember Data, Third-Party Data, or ERIC Reports by ERIC, whether accidental or intentional or the responsibility of a third party ("ERIC Unauthorized Disclosure"), ERIC shall immediately give notice to Members; and take such other steps as required by law, insurance policies, and its incident response plan. ERIC shall keep the~~

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membership reasonably apprised of the steps it is taking to address the ERIC Unauthorized Disclosure. 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 attributable to a negligent act or omission by ERIC, capped at the limit of any applicable ERIC insurance policy.

h. Miscellaneous. This provision 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.

4. Utilizing ERIC Reports to Improve the Accuracy of State Voter Rolls, Increase Access to Voter Registration, and Investigate Possible Cases of Illegal Voting.

ERIC securely analyzes Member Data and Third-Party Data in order to provide its Members with the ERIC Reports. Members use the ERIC Reports to improve the accuracy of their voter registration rolls, provide voter registration information to potentially eligible but unregistered individuals, and investigate possible cases of illegal voting. "Member Data" is defined in Section 2 of this Agreement. "Third-Party Data" and "ERIC Reports" are defined in Section 3 of this Agreement.

Well-timed, frequent, and effective use of ERIC Reports will result in more accurate and up to date voter rolls at any given time. Additionally, more eligible citizens will be registered to vote. ERIC recognizes that Members have other significant year-around legal obligations associated with conducting elections. In recognition of these complex conditions, Members must request and act on ERIC Reports as specified in this section, and in a manner that complies with applicable federal and state laws.

a. Requirements for requesting ERIC Reports; schedules and deadlines. For the purposes of this subsection, a Member's Date of Certification is the date established pursuant to Section 2(a) of this Agreement.

i. Initial Reports:

A. Each Member must request and act on an Eligible but Unregistered Report by October 1 or fifteen (15) days before the close of registration, whichever is earlier, of the first Federal General Election following the Member's Date of Certification. For the purposes of this requirement, close of registration means the earliest of the final day to register by mail or online. In furtherance of ERIC's mission and to maximize the value of the Eligible but Unregistered report, the Member must request and act on it during a year in which a Federal General Election occurs.

EXHIBIT A

B. Each Member must request and act on a Cross-State Movers Report, an In-State Movers Report, a Duplicate Report, and a Deceased Report within 12 months of the Member's Date of Certification. To be clear, each Member must request and act on all four reports specified in this subsection within the 12-month deadline.

C. Each Member must request a Voter Participation Report for the first Federal General Election following the Member's Date of Certification, unless the Member is deemed ineligible to receive this report pursuant to Section 5 of this Agreement.

ii. Subsequent Reports: **NOTE: This section begins on next page.**

A. _____

~~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~~

EXHIBIT A

~~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 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.~~

A. 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. After a Member requests and acts on the ERIC Reports specified in subsections (i)(A) and (i)(B) above, the Member may request the report in these subsections on a schedule deemed appropriate by the Member and upon which ERIC staff can reasonably provide the requested reports. Members must complete action on any ERIC Report received by the deadline for that report as specified in subsection (b). In furtherance of ERIC's mission, and to maximize the value of membership in ERIC, Members are strongly encouraged to utilize these reports as frequently as possible while complying with applicable federal and state laws.

B. After an eligible Member requests and acts on the initial Voter Participation Report, the Member may request these reports pursuant to Section 5 of this Agreement.

C. Any Member who has not requested and acted on an ERIC Report specified in subsections (i)(B) and (i)(C) at least once by the date this section is adopted must request and act on the report(s) not yet requested. For unrequested reports specified in subsection (i)(B), the member has 12 months from the date this section is adopted to comply with this requirement. For an unrequested Voter Participation Report, all Members not deemed ineligible must request it for the next Federal General Election in which it is available.

iii. National Change of Address Report: Each Member may request a National Change of Address Report any time following the Member's Date of

EXHIBIT A

Certification. Members are not required to request this report as a condition of membership.

b. Requirements for acting on ERIC Reports, deadlines for taking action.

This section addresses deadlines and required actions for the Eligible but Unregistered, Cross-State Movers, In-State Movers, Duplicates, and Deceased Reports. See Section 5 for the deadlines and requirements pertaining to the Voter Participation Reports.

i. Eligible but Unregistered Report:

A. These reports must be used to provide voter registration information to potentially eligible but not yet registered individuals.

B. When the Member receives an Eligible but Unregistered Report the Member must act on the report by, at a minimum, initiating contact with all individuals identified in the report deemed potentially eligible by the Member for the purposes of providing information on the most efficient way to register to vote, including the deadlines and eligibility

requirements for registering as specified in applicable state or federal laws.

C. For the purposes of this Agreement, “individuals identified in the report deemed potentially eligible by the Member” refers to the individuals who remain on the Contact List after the Member has used any other official federal, state, or local data sources, or records internal to the Member, to identify and remove from the contact list individuals who are not eligible pursuant to state law.

D. For the purposes of this Agreement, “Contact List” refers to the final list of potentially eligible but unregistered individuals provided to the entity responsible for preparing the mailing (or any other form of contact) to the recipient of the voter registration information.

E. Members may not remove from the Contact List any individual identified in the report who otherwise appears to be eligible to register under federal or state law.

F. Members are not required to initiate contact with eligible or potentially eligible individuals more than once at the same address. Members are not required to contact any individual who has affirmatively confirmed their desire not to be contacted pursuant to this Agreement or who is otherwise ineligible to vote in the Member’s state.

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G. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.

ii. Cross-State and In-State Movers Reports:

A. These reports must be used to improve the accuracy of the Member's voter rolls.

b.B. When a Member receives a Cross-State Movers or In-State Movers Report the Member must act on the report by, at a minimum, initiating contact with all voters identified in the report 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. This requirement does not prevent the Member from taking any other action on a voter record identified in these reports that may be required by federal or state law.

C. ERIC recognizes Members may exclude from contact conducted in accordance with this subsection any voter identified in these reports where other official federal, state, or local data sources, or records internal to the Member, indicate the voter record is not out of date or inaccurate. Upon the request of the Executive Director, Members must provide to ERIC details on the excluded voter records.

~~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 91st 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*.~~

~~e. 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.~~

EXHIBIT A

- ~~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.~~
 - ~~D. Voter Participation Data. Each Member has ninety (90) days after the report was provided to initiate contact with all voters for whom data in the report indicates a record is inaccurate or out of date.~~
 - ~~E. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.~~
- iii. Duplicate and Deceased Voters Reports:
 - A. These reports must be used to improve the accuracy of the Member's voter rolls.
 - B. When a Member receives a Duplicate or Deceased Report the Member must act on the report by, at a minimum, resolving all duplicate registrations or removing all deceased voters identified in these reports. This requirement does not prevent the Member from taking any other action on a voter record identified in these reports that may be required by federal or state law.
 - C. ERIC recognizes Members may not act on any voter record identified in these reports where other official federal, state, or local data sources, or records internal to the Member, indicate the voter is not deceased or the record is not a duplicate. Upon the request of the Executive Director, Members must provide to ERIC details on these voter records.
 - D. Each Member has ninety (90) days after the report was provided to act on all voter records for which data in the Deceased Report indicates the voter is deceased or for whom the data in the Duplicates Report indicates a registration record is a duplicate.
 - E. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.
- c. Accountability and Transparency. By July 1 of each year, the Executive Director must cause to be published a report of each Member's utilization of the ERIC Reports for the previous calendar year. At a minimum, for each Member, the report must disclose the total number of ERIC Reports requested, the specific ERIC

EXHIBIT A

Reports requested, and the frequency by which such ERIC Reports were requested throughout the preceding year. In consultation with the Executive Committee, the Executive Director may include other content related to how Members used ERIC in the preceding year. The first report will be published by July 31, 2025.

d. Certifying compliance with ERIC Report requirements.

- i. The goals of certifying compliance with Subsection (b) are to 1) ensure Members take seriously their obligations to effectuate ERIC’s mission of improving the accuracy of state voter rolls and providing voter registration information to all eligible citizens, 2) hold Members accountable to the public and to other members of the organization, and 3) provide ERIC with information needed to evaluate its effectiveness.
- ii. In the manner and by the deadline prescribed by the Executive Director, Members must provide written certification to the Executive Director that the Member has or has not complied with the requirements for acting on the Cross-State Movers, In-State Movers, Duplicate, Deceased, Eligible but Unregistered, and Voter Participation Reports. In consultation with the Executive Committee, the Executive Director may ask Members to submit supplemental information that may be useful to evaluating ERIC’s effectiveness.
- iii. Upon advance written notice from the Member Representative, Member staff other than the designated Member Representative may certify compliance. Written notice must be submitted via email to the Executive Director not less than one (1) day prior to the Member submitting the certification.
- iv. ERIC recognizes some Members may, on occasion, be unable to certify compliance due to voter registration system limitations, technical difficulties, or other circumstances. These Members must communicate such limitations or circumstances in writing to the Executive Director at 30 days prior to the first certification deadline established by the Executive Director or as such circumstances arise at any point during membership in ERIC. The Executive Director will assess the circumstances preventing the certification and work with the Member to determine if there are acceptable alternatives to achieving the goals of the certification requirement. This determination is in the sole discretion of the Executive Director, though the Executive Director will consult with the Executive Committee during the assessment process.

EXHIBIT A

e. Deadline extensions to request a report, act on a report, or certify compliance with report requirements.

i. Eligible but Unregistered Reports:

A. Members may submit a written request for a reasonable extension to request their initial Eligible but Unregistered Report. The request must be submitted to the Executive Director not less than thirty (30) days before the applicable deadline. The request must set forth the reasons for the extension and provide a specific date when the report will be requested. Due to the inability to reschedule a Federal General Election, an extension must be based on and will only be granted in extraordinary circumstances.

B. Members may submit a written request for a brief extension to act on an initial or subsequent Eligible but Unregistered Report. The request must be submitted to the Executive Director not less than seven (7) days before the applicable deadline. The request must set forth the reasons for the extension and provide a specific date when contact will be initiated, except that the Member must initiate contact by a date that provides time for individuals on the Contact List to register and vote in the forthcoming Federal General Election.

C. Members may submit a written request for an extension to certify compliance with the requirements for this report in the manner and by the deadline established by the Executive Director pursuant to subsection (d).

ii. Cross-State and In-State Movers Reports:

A. Members may submit a written request for a reasonable extension to request or act on an initial Cross-State or In-State Movers report. The request must be submitted to the Executive Director not less than thirty (30) days before the 12-month deadline to request the report, or thirty (30) days before the deadline to initiate contact. The request must set forth the reasons an extension is needed and provide a specific date when the report will be requested, or contact will be initiated.

B. Members may submit a written request for a reasonable extension to act on a subsequent Cross-State or In-State Movers report. The request must be submitted to the Executive Director not less than thirty (30) days before the 90-day deadline. The request must set forth the reasons an

EXHIBIT A

extension is needed and provide a specific date when the report will be requested, or contact will be initiated.

- C. Members may submit a written request for an extension to certify compliance with the requirements for these reports in the manner and by the deadline established by the Executive Director pursuant to subsection (d).

iii. Deceased and Duplicates Reports:

- A. Members may submit a written request for a reasonable extension to request or act on voter records identified in an initial Deceased or Duplicates Report. The request must be submitted to the Executive Director not less than (30) days before the 12-month deadline to request the report, or thirty (30) days before the deadline to act on the report. The request must set forth the reasons an extension is needed and provide a specific date when the report will be requested, or action will be completed.

- B. Members may submit a written request for a reasonable extension to act on a subsequent Deceased or Duplicates Report. The request must be submitted to the Executive Director not less than thirty (30) days before the 90-day deadline. The request must set forth the reasons an extension is needed and provide a specific date when action will be completed.

- C. Members may submit a written request for an extension to certify compliance with the requirements for these reports in the manner and by the deadline established by the Executive Director pursuant to subsection (d).

iv. Voter Participation Reports:

- A. Members may submit a written request for a reasonable extension to complete its internal investigations arising from possible cases of illegal voting identified in a Voter Participation Report. The request must be submitted to the Executive Director not less than fifteen (15) days prior to the applicable deadline. The request must set forth the reasons for the extension request and provide a specific date when the internal investigations will be completed.

- B. Members may submit a written request for an extension to certify compliance with the requirements for this report in the manner and by

EXHIBIT A

the deadline established by the Executive Director pursuant to subsection (d).

- v. The Executive Director has sole discretion on whether to grant an extension under this subsection or proceed to the applicable Member removal provisions in subsection (f). The Executive Director will inform the Executive Committee of all extension requests submitted pursuant to this section.

f. Failure to request and complete action on reports.

- i. The Executive Director must notify, or cause to be notified, in writing, a Member who appears to be at risk of missing a deadline to request its initial Cross-State Movers, In-State Movers, Duplicates, Deceased, Eligible but Unregistered, or Voter Participation Report. A Member who fails to request, act on, or certify any initial report by the applicable deadline, and who fails to request an extension on any of these requirements as provided in subsection (e), is automatically removed from ERIC Membership.

- ii. A Member who fails to act on or certify any of their subsequent ERIC Reports by the applicable deadlines, and who fails to request an extension as provided in subsection (e), may be suspended from receiving additional ERIC Reports. Whether to suspend access to additional reports, and the duration of such suspension, is in the sole discretion of the Executive Director. The Executive Director shall take into account the circumstances of the failure to complete the required action and failure to request an extension, including whether the Member appeared to otherwise be acting in good faith to comply with the applicable requirements. The Executive Director will inform the Executive Committee of any actions taken pursuant to this subsection.

5. Voter Participation Reports.

- 6.a. _____ ERIC recognizes that the appearance of improperillegal voting, allegations of improperillegal voting, and actual improperillegal voting undermines public confidence in the electoral process and election outcomes. ERIC can be a tool to identify potentially improperillegal votes, and refer them to Members for further investigation consistent with each state's laws. For the purposes of this Agreement, "improperillegal votes" means votes cast by an individual who may have voted more than once in the Member jurisdiction at the same election, voted in more than one Member jurisdiction

EXHIBIT A

at the same election, or voted on behalf of a deceased voter within the Member jurisdiction.

~~Upon the written request of a Member Representative, ERIC shall provide the Member with data identifying voters who appear to have cast improper votes in a preceding election. Members shall not be required to request these data. Use or acceptance of these data shall not be a condition of membership.~~

- ~~b. After completing an initial Voter Participation Report, eligible Members may request Voter Participation Reports following each Federal General Election as provided in subsection (c). An eligible Member is not required to request this report after they have requested and acted on their initial Voter Participation Report.~~
- ~~c. To receive ~~these data~~ the Voter Participation Report, Members ~~shall~~ must submit a written request to the Executive Director at least 30 calendar days before the applicable election. In the written request, the Member must: (1) specify the election for which it requests data identifying voters who appear to have cast improper votes, (2) affirm that it will submit to ERIC voting history data for the applicable election in a manner consistent with how voter files and motor vehicle records are submitted to ERIC, (3) affirm that it will accept the requested data from ERIC, (4) affirm that it will complete a reasonable internal investigation of any possible improper votes before publicly releasing information about the data, and (5) affirm that it can protect the confidentiality of the ~~individual-level data~~ Voter Participation Report, either by state law or administrative rule, until the internal investigation is complete and the findings are turned over to law enforcement.~~
- ~~d. Any Member unable to provide the affirmation required in c(5) is deemed ineligible to receive the Voter Participation Report and must submit to the Executive Director a written explanation of why the Member cannot provide the affirmation in c(5). Members deemed ineligible to receive this report, or who do not request the report, are not required to submit voting history data for use in preparing Voter Participation Reports.~~
- ~~e. A Member who requests a Voter Participation Report must submit to ERIC the required voting history data no later than 90 days from the date the Member certifies the applicable Federal General Election pursuant to the Member's state law. In consultation with the Executive Director, the Member may request a deadline extension to accommodate a recount(s) or other post-election activity required by state law that will prevent the member from providing the voting history data by the 90-day deadline.~~

EXHIBIT A

~~f.~~ A Member who requests a Voter Participation Report must refer all findings of credible cases of illegal voting to the appropriate law enforcement authorities, as designated by the Member's state law, no later than December 31 of the calendar year following the applicable Federal General Election or 180 days after the Member receives its final Voter Participation Report, whichever is later.

~~7.6.~~ 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.

~~8.~~ 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.~~

~~7.~~ 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-C.~~

~~9.~~

~~10.8.~~ 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.

~~9.~~ 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.~~

~~10.~~ 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.~~

~~11.~~ 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 a majority vote of the entire Membership. 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.~~

EXHIBIT A

~~14.12.~~ 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.

~~15.13.~~ 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.

~~14.~~ 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.~~

~~17.15.~~ 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. ~~This Agreement may be executed using electronic signatures.~~

~~16.~~ 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.~~

~~19.17.~~ Headings and Subsections. Section headings are provided for reference and do not constitute part of this Agreement.

~~20.18.~~ 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: ERIC Executive Director _____
Address:	Address:
Phone:	Phone:
Fax: _____	Fax:
Email: _____	

[MEMBER]

By: _____
Name: _____
Title: _____
Date: _____

Notice Details:

With a copy to: (optional):

Name:	Name:
Title:	Title:
Address:	Address:
Phone:	Phone:
Fax: _____	Fax: _____
Email: _____	Email: _____

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~~
- ~~10.8.~~ Phone number
- ~~11.9.~~ 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:

- B. — 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.
- C. — 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)*
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 DC

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).

From: Kimberly Smith
Sent: Wednesday, March 1, 2023 11:02 AM AKST
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CC: Thomas Hicks; Donald Palmer; Christy McCormick; Benjamin Hovland; Steven Frid; Amanda Joiner; Kristen Muthig; Kristen Lee; Heather Ford
Subject: Standards Board - Executive Board Meeting
Attachments: 2023-03-02 Executive Board of EAC SB Meeting Agenda.docx

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Standards Board Members,

The next Executive Board meeting is scheduled for Thursday, March 2 at 4:00pm ET. All Standards Board members are invited to attend and may offer comments or feedback at the Chair's discretion. Attached please find the meeting agenda and the Zoom information below.

Topic: Standards Board Executive Board Meeting
Time: Mar 2, 2023 04:00 PM Eastern Time (US and Canada)

Join ZoomGov Meeting

<https://eac-gov.zoomgov.com/j/1606221132?pwd=eFdqMUM4OW1zaXRNQXViV2RqaS9pUT09>

Meeting ID: 160 622 1132

Passcode: 157286

One tap mobile

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+1 669 216 1590 US (San Jose)

833 568 8864 US Toll-free

Meeting ID: 160 622 1132

Find your local number: <https://eac-gov.zoomgov.com/join/aeJbtvF8eA>

Kimberly Smith | Alternate Designated Federal Officer (ADFO), EAC Standards Board

U.S. Election Assistance Commission

633 3rd Street NW, Suite 200 | Washington, DC 20001

www.eac.gov

EXECUTIVE BOARD

U.S. ELECTION COMMISSION STANDARDS BOARD AGENDA

Thursday, March 2, 2023, 1:00 pm PST/AZ, 2:00 pm MT, 3:00 pm CST and 4:00 pm EST

Join Zoom Meeting

<https://eac-gov.zoomgov.com/j/1606221132?pwd=eFdqMUM4OW1zaXRNQXViV2RqaS9pUT09>

AGENDA

- 1. Call to Order, Chair or Vice Chair**
- 2. Roll Call, Secretary**
- 3. Opening Comments**
- 4. TGDC Representative**
- 5. Nominating Committee**
- 6. Annual Meeting Planning**
- 7. Other Business**
- 8. Adjournment**

From: Hamlin, Shane
Sent: Sunday, March 5, 2023 1:37 PM AKST
To: Hamlin, Shane
CC: Haas, Ericka; Whitt, Sarah
Subject: Notice - Proposed Amendments to ERIC's Governing Docs
Attachments: Membership Agreement Amendments Submitted by PA and GA 3-3-2023.pdf,
Bylaws and Membership Amendments Submitted by MO 3-2-2023.pdf
Importance: High

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****Sent to the ERIC Board of Directors and Secondary Points of Contact.****

Directors,

Pursuant to Article II, Section 10 of ERIC's Bylaws, set forth in full at the end of this message, please consider this email the required submission of proposed amendments to ERIC's Bylaws and Membership Agreement for consideration at the March 17, 2023, Board of Directors Meeting.

A few things to know as you review the attachments:

1. Each set of materials was prepared by the state or states noted on the cover page of each document. The Member Representative for each of these states should be prepared to speak to their respective proposals at the upcoming open mic meetings and at the March 17 meeting.
2. Both sets of proposed amendments uses the Bylaws as amended by you at the Feb. 19, 2023, meeting. (I inserted the current version of the bylaws after the amendments were submitted.)
 - a. Proposed amendments submitted by PA & GA do NOT propose any additional changes to the bylaws.
 - b. Proposed amendments submitted by MO do include an addition to the bylaws.
3. Both sets of proposed changes modify the amendments to the Membership Agreement that I submitted to you on Feb. 8, 2023. They are NOT drafted as amendments to the current Membership Agreement.

Please review both sets of amendments ahead of the open mic calls scheduled for March 8 and March 10. Hope ALL of you can make one of these two meetings.

As always, reach out if you have any questions. If you have questions about the proposals, please also reach out to the "sponsoring" state(s).

Thank you,

-Shane

Shane Hamlin | Executive Director
ERIC | Electronic Registration Information Center

1201 Connecticut Ave NW, Suite 600
Washington, DC 20036
(202) 695-3464

www.ericstates.org

Article II, 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.

Proposed Amendments to the Membership
Agreement Amendments submitted to ERIC
Members on Feb. 8, 2023.

Submitted by:

Jonathan Marks, Pennsylvania

Blake Evans, Georgia

Introduction

In the event the proposed amendments currently on the table do not garner the requisite number of YES votes to pass, we have drafted these proposed alternative amendments in hopes that they will address many of the concerns that have been raised by member states since the original proposed amendments were circulated for review and comment.

We agree with those member states we have talked to that ERIC must continue to mature and evolve. We also appreciate the concerns of those member states we have heard from that do not want ERIC to stray too far from its original intent and purposes. We drafted these proposed amendments with the goal of trying to strike a balance between those two sentiments.

We do not want this proposal to be characterized as opposition to a vote on the current proposal, but rather as an alternative plan should the current proposal fall short of the votes required for ratification. The workgroup members who worked on the current proposal proceeded in good faith to draft amendments to the membership agreement that addressed the concerns of various member states, and every member state should be afforded the opportunity to vote YES or NO on the workgroup's proposal.

Summary of the Proposed Alternative Amendments to the Membership Agreement

- Adds the phrase “consistent with state law” to section 4(a)(i)(B) relating to Initial Reports to ensure that a state is not penalized if its law prohibits it from acting on one or more of the reports enumerated in that section.
- Amends section 4(a)(ii) relating to Subsequent Reports as follows:
 - Subsection (A) is amended to require member states to request and act on subsequent list maintenance reports within 12 months of its receipt of previous reports.
 - The amendments to subsection (A) also includes the ‘consistent with state law’ exception **AND** it provides for a 3-month extension to act on subsequent reports in the event a state has three or more federal elections within a 12-month period. This addresses the concerns of any state that has bifurcated federal primaries in presidential election cycles such that its window to conduct list maintenance is severely limited.
 - Replaces subsection (B) with a new subsection that provides for the following:
 - A member state may request the Eligible but Unregistered Report and the Voter Participation Report if the member state agrees to act on both reports. In other words, a member state must request and act on both reports to receive either of the reports. There is no requirement for member states to request these reports.
 - If a state does not request and act on one of these two reports, it will not be entitled to the other report.
 - The proposed amendments also include an exception for states that are ineligible to receive the Voter Participation Report pursuant to section 5 of the membership agreement. These states will continue to be entitled to receive the Eligible but Unregistered Report if they certify that they are not eligible to receive and act on the Voter Participation Report.
 - States must certify their compliance with these requirements pursuant to section 4(d) of the membership agreement.

- If a state fails to act on either the Eligible but Unregistered Report or the Voter Participation Report after requesting it, then they will be ineligible to receive the subsequent Eligible but Unregistered Report or Voter Participation Report.
- Section 4(d) of the Membership Agreement relating to Certifying Compliance with ERIC Report Requirements is amended by adding a new subsection (v) that requires the member states to certify that they have acted on the Eligible but Unregistered Report by October 1 of a federal general election year. Such certification will serve as confirmation of a request for the Voter Participation Report for that same federal general election. The exception enumerated in section 5 applies.
- Section 4(e)(i) is amended by removing subsection (B) relating to the process for requesting a brief extension to act on an initial or subsequent Eligible but Unregistered Report. Members may still request an extension to certify compliance.
- Subsection 5 of the Membership Agreement relating to Voter Participation Reports is amended as follows:
 - Subsection (b) is amended to affirm the requirement that a member must have received and acted on the Eligible but Unregistered Report for that same federal general election cycle to request and receive the Voter Participation Report.
 - Technical amendments are proposed to subsection (b) to provide for the mechanism through which a member state must certify that it has received and acted upon the supplemental Eligible but Unregistered Report.
 - Subsection (d) is amended to require a member state to certify to the fact that it is ineligible to receive the Voter Participation Report because it cannot make the affirmation that it can protect the confidentiality of the Voter Participation Report due not statute, regulation, or law.

Last updated on March 28, 2014; May 21, 2015; October 28, 2015; December 16, 2016; November 30, 2018; February 3, 2020; June 3, 2022; February 19, 2023

ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

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Last updated on March 28, 2014; May 21, 2015; October 28, 2015; December 16, 2016; November 30, 2018; February 3, 2020; June 3, 2022;
February 19, 2023

ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

BYLAWS

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, 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 Executive Director who shall, in turn, notify the Membership.

Section 2. Admission of Members. Any jurisdiction seeking membership shall apply to the Executive Director. 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 Board of Directors, 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.

Section 4. Membership Fee. Upon admission and execution of the Membership Agreement, each member shall pay a one-time, non-refundable Membership Fee of \$25,000 to the

Corporation. With respect to individual members, the schedule for payment of the Membership Fee may be modified by the Board of Directors.

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 of Directors. The Dues Schedule may be amended, modified, or substituted by a vote of the Membership, however, the schedule for payment of dues by individual members may be modified by the Board of Directors. 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 Membership 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 Executive Director, who shall, in turn, notify the Membership. 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 Membership 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 herein or in the Membership Agreement. Such automatic removal shall be effective upon written notice by the Chair of the Board of Directors and/or the 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 Board of Directors. The Board of Directors 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 Board of Directors for 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 Board of Directors. The annual meeting 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 Board of Directors for annual and regular meetings and in the notice of meeting for special meetings. The Board of Directors 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 Membership shall be published following 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, in the case of public meetings, 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, a majority of the entire Membership, or upon request of the Executive Director. 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. The Member Representative shall provide written notice to the Executive Director of the proxy within a reasonable period of time in advance of the meeting of the members.

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. Appointment of Directors. All members of the Corporation have a right to appoint their Member Representative to serve as a director on the Board of Directors. Upon admission to Membership under Article II, Section 2 or in the event of a vacancy, member shall inform the Executive Director in writing whether it wishes to have its Member Representative serve or continue to serve on the Board of Directors. Declining to have a Member Representative serve on the Board of Directors shall have no effect on the Member's other rights under these Bylaws, and such member shall have the right to appoint or reinstate their Member Representative to the Board of Directors at any time by providing written notice to the Executive Director who shall, in turn, notify the Board of Directors.

Section 3. Non-Voting Seats on Board of Directors. The Board of Directors may include up to two non-voting members of the Board for individuals who are experts in voting and elections but not governmental employees. Such non-voting directors shall serve two-year, renewable terms.

Section 4. 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 5. 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 of Directors.

Section 6. Vacancies. If a Member Representative position on the Board of Directors becomes vacant for any reason including resignation or removal, the chief election official shall appoint a replacement in accordance with Article II, section 1 and shall notify the Executive Director in writing whether it wishes to have its replacement Member Representative serve as a director on the Board of Directors.

Section 7. 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 of Directors shall be held at such times as may be fixed by the Board of Directors. Special meetings of the Board of Directors may be held at any time whenever called by the Chair of the Board, two or more directors, or the Executive Director. Any Member Representative who is not a director may attend any meeting of the Board of Directors.

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 of Directors for annual and regular meetings and in the notice of meeting for special meetings. Minutes of any meeting of the Board of Directors shall be published following the meeting.

Section 8. Notice. Annual and special meetings of the Board of Directors 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 9. 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 of Directors. Directors are not permitted to give a proxy to someone to act on his or her behalf with respect to actions of the Board of Directors.

Section 10. 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 of Directors 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 of Directors or such committee shall be filed with the minutes of the proceedings of the Board of Directors 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 11. 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) approve or remove members; d) elect or remove officers; e) remove directors; f) elect or remove non-voting members of the Board of Directors; g) elect members of committees; h) hire or discharge an executive director; i) adopt an agreement of merger or consolidation; j) recommend to the Membership the sale, lease or exchange of all or substantially all of the Corporation's property and assets; or k) 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, except with respect to quorum. In the absence of a contrary provision established by the Board of Directors, 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 of Directors, and the Executive Director shall serve as a non-voting member of the Executive Committee (collectively the “*ex officio* members”). Vacancies in the *ex officio* membership of the Executive Committee shall be addressed in accordance with Article V.

(b) Elected Membership: In addition to the *ex officio* members, until the Membership reaches thirty-four, the Executive Committee shall include two voting members of the Board of Directors elected by the Board of Directors. When the Membership reaches thirty-five, the number of voting members of the Board of Directors serving on the Executive Committee shall increase to four, with the election of the additional members occurring within a reasonable time following the admission of the thirty-fifth member. Such committee members shall serve in this capacity for terms of one year, not to exceed two consecutive one-year terms. In the event of a vacancy among the elected membership of the Executive Committee, in accordance with subsection d below, the Executive Committee shall take reasonable steps to propose a replacement to fill the unexpired term of his or her predecessor.

(c) Chair of Executive Committee: The Chair of the Board of Directors 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 of Directors, 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 of Directors a slate of candidates for officer positions and elected members of the Executive and Finance Committees, including in the event of a vacancy, and the Executive Director; and, in consultation with the Finance Committee, reviewing the compensation and performance of 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 two or more of its members. Actions of the Executive Committee shall be reported to the Board of Directors.

Section 7. Finance Committee.

(a) Ex Officio Membership: The Finance Committee shall consist of the Treasurer and Secretary of the Board of Directors, and the Executive Director shall serve as a non-voting member of the Finance Committee (collectively, the “*ex officio* members”). Vacancies in the *ex officio* membership of the Finance Committee shall be addressed in accordance with Article V.

(b) Elected Membership: The Finance Committee shall include one voting member of the Board of Directors elected by the Board. This committee member shall serve in this capacity for terms of one year, not to exceed three consecutive one-year terms. In the event the voting member position on the Finance Committee becomes vacant, in accordance with subsection d below, the Executive Committee shall take reasonable steps to propose a replacement to fill the unexpired term of his or her predecessor.

(c) Chair of Finance Committee: The Treasurer shall be the Chair of the Finance Committee.

(d) Role and Powers of Finance Committee: Except as set forth in Article IV, Section 1 above, or as otherwise proscribed by the Board, the Finance Committee shall have the authority to exercise all powers of the Board of Directors between meetings of the Board. The Finance Committee will assist the Board of Directors with its financial oversight responsibilities including reviewing and recommending approval of the annual operating budget; reviewing periodic financial reports; and overseeing the management of financial assets and audits. The Finance Committee shall hold regular meetings at such times as it shall determine and special meetings as requested by any of its members. Actions of the Finance Committee shall be reported to the Board of Directors.

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, the Executive Director, and may include such other officers as may be deemed necessary.

Section 2. Term of Office, Vacancies and Removal. The officers, other than the Immediate Past Chair and the Executive Director, shall be elected by the Board of Directors from among its membership at the annual meeting of the Board. The Board of Directors 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 terms of one year, until the next annual meeting of the Board of Directors 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 of Directors may fill such vacancy. Any officer so appointed or elected shall serve only until such time as the unexpired term of his or her predecessor shall have expired unless re-elected by the Board of Directors. Any officer may be removed by a vote of the majority of the entire Board of Directors 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 of Directors.

(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 and members, 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 oversee the custody of the corporate seal of the Corporation, if any; and shall have authority to affix or cause to be affixed the same to any instrument requiring it; and, when so affixed, it may be attested by his or her signature. The Board of Directors 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 be chair of the Finance Committee. The treasurer shall oversee 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 or cause to be deposited 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 of Directors, the Treasurer shall render or cause to be provided a statement of accounts. The Treasurer shall at all reasonable times exhibit or cause to be exhibited the books and accounts to any officer or director of the Corporation, and shall perform or cause to be performed all duties incident to the office of Treasurer, subject to the supervision of the Board of Directors, and such other duties as shall from time to time be assigned by the Board. The Treasurer shall, if required by the Board of Directors, 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 of Directors; report on the progress of the Corporation's activities, 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 of Directors 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 of Directors 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 in the custody of the Executive Director (1) correct and complete books and records of accounts, (2) minutes of the proceedings of its Board of Directors and members, 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, in accordance with federal law.

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 improvements to voter registration in the United States; and

WHEREAS, ERIC seeks to lessen the burdens of government by facilitating the collaboration of states 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 in furthering its charitable and educational purposes by such states becoming members of ERIC and furnishing voter registration and other data to help ERIC understand the needs of states with respect to their use of voter registration systems, and assist state 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 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 Director 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 Registration Data and Motor Vehicle Department Data.
 - 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.

EXHIBIT A

- b. Within sixty (60) days of the Certification Date, and at least every sixty (60) days thereafter, the Member shall transmit the following data to ERIC: (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 (“Voter Registration Data”), and (2) all licensing or identification records from motor vehicles departments (excluding those fields unrelated to voter eligibility, such as fields related to an individual’s driving record), including those fields identified in Exhibit B (“MVD Data”). 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.
 - c. 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. Member may submit written requests to the Executive Director of ERIC for reasonable extensions of the grace period deadline if Member is unable to upload Member Data 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. If a grace period expires without a transmission to ERIC of Member Data from the Member, the Member shall be *automatically removed* from membership in accordance with the Bylaws.
3. Protection of ERIC Reports, Member Data, Third-Party Data, and ERIC Information.
- a. Definitions. The following definitions pertain to this Section and the Agreement as a whole.
 - i. ERIC Reports: Using Member Data (defined in Section 2 of this Agreement) and, in some cases, data from third-party sources, ERIC makes the reports described below available to its Members. These reports, in whole or in part, shall be collectively referred to in this Agreement as “ERIC Reports.”
 - A. **Eligible but Unregistered Report:** This report identifies individuals who appear to be eligible to register to vote in a member state but who do not appear to be registered. This report contains MVD Data and Voter Registration Data.
 - B. **Cross-State Movers Report:** This report identifies voters who appear to have moved from one ERIC member state to another ERIC member state. This report contains MVD Data and Voter Registration Data.
 - C. **In-State Movers Report:** This report identifies voters who appear to have moved within the member state or who have updated their contact information. This report contains MVD Data and Voter Registration Data.

EXHIBIT A

- D. **Duplicate Report:** This report identifies voters with duplicate registrations within the member state. This report contains Voter Registration Data. MVD Data is used to help strengthen the matches identified in this report but is not contained in the report.
- E. **Deceased Report:** This report identifies voters who may have died. This report is created using Social Security death data known as the Limited Access Death Master File (“LADMF”). This report contains Voter Registration Data that matches the LADMF Data. MVD Data is used to help strengthen the matches identified in this report but is not contained in the report.
- F. **Voter Participation Report:** This report identifies voters who appear to have voted (1) more than once in the Member jurisdiction in the same election, (2) in more than one Member jurisdiction in the same election, or (3) on behalf of a deceased voter within the Member jurisdiction. This report contains MVD Data and Voter Registration Data. In addition, this report contains voter history data.
- G. **National Change of Address (NCOA) Report (“NCOA Report”):** This report identifies voters who have moved using NCOALink data ERIC licenses from the United States Postal Service (“USPS”). There is no Member Data contained in this report.
- ii. Third-Party Data: The LADMF data and the NCOALink data ERIC uses to create the Deceased Report and the NCOA Report, respectively, is collectively referred to herein as “Third-Party Data.”
- iii. ERIC Information: Information relating to ERIC other than ERIC Reports, Member Data or Third-Party Data is collectively referred to herein as “ERIC Information.” By way of illustration only, ERIC Information includes, but is not limited to, ERIC governing documents, membership dues invoices, communications between the Member and ERIC, ERIC’s Information Security Management Plan, and documentation of ERIC’s federal tax-exempt status.
- iv. Records Request(s): All requests to members for ERIC Reports, Member Data, Third-Party Data or ERIC Information, including but not limited to requests that invoke state public records laws or the National Voter Registration Act (“NVRA”), to which a member believes it has a legal obligation to respond or comply with shall be collectively referred to in the Agreement as “Records Request(s).”
- b. Member Representations.

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- i. Member represents and warrants that the transmission of Member Data to ERIC or ERIC’s agents, contractors or subcontractors required under this Agreement and its use of ERIC Reports is and shall continue to be conducted in compliance with applicable state, federal and local laws, rules, and regulations.
 - ii. Member shall not use, transmit, sell, or disclose any ERIC Reports, Member Data, Third-Party Data or ERIC Information for any purpose other than the administration of elections under state or federal law, supporting the operations of ERIC, and responding to Records Requests consistent with the terms of this Agreement.
 - iii. Member shall use its best efforts to prevent the Unauthorized Disclosure (defined in subsection (g)(i) below) of ERIC Reports, Member Data, Third-Party Data, or protected ERIC Information.
- c. Confidentiality of ERIC Reports. The Member agrees that the federal statutes and regulations identified below (“Federal Protections”) protect and prohibit the disclosure of certain ERIC Reports, Member Data, and Third-Party Data. The Member agrees to prevent disclosure of and otherwise protect the ERIC Reports, Member Data, and Third-Party Data in accordance with the Federal Protections, including when responding to Records Request(s), as more fully set forth below.
- i. Driver’s Privacy Protection Act (“DPPA”): MVD is protected from disclosure under the DPPA, 18 U.S.C. § 2721 *et seq*, unless a statutory exception applies.
 - ii. LADMF Regulations: LADMF data is protected from disclosure under Section 203 of the Bipartisan Budget Act of 2013, 42 U.S.C. § 1306c, and associated regulations administered by the National Technical Information Service, 15 CFR Part 1110 (“LADMF Regulations”), during the three-calendar year period starting from the date of death. The National Technical Information Service has certified ERIC to receive LADMF data, which ERIC uses to prepare Deceased Reports for Members.
 - iii. NCOALink Regulations: The NCOALink data used to create the NCOA Report is generally protected from disclosure pursuant to ERIC’s license agreement with the USPS. The license agreement is expressly subject to and derived from federal statutory privacy provisions under the Nondisclosure of Lists of Names and Addresses Act, 39 U.S.C. § 412 and the Privacy Act, 5 U.S.C. § 552a (“NCOALink Regulations”).
- d. Release of ERIC Reports, Member Data, and Third-Party Data.
- i. In accordance with the Federal Protections enumerated above, Member shall not release or disclose the following Reports in whole or in part:

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- A. **Cross-State Movers, In-State Movers, and Eligible but Unregistered Reports**, unless a valid DPPA statutory exception applies;
 - B. **Deceased Reports** or data contained therein during the three-year period of protection described above, unless the requestor is a “certified person” as set forth in the LADMF Regulations;
 - C. **NCOA Reports**; or
 - D. **Voter Participation Reports**, which, in addition to the Federal Protections, and as set forth above are prohibited from release under state law.
- ii. In accordance with Federal Protections above, Member is permitted to release the following ERIC Reports:
 - A. **In-State Duplicate Report**; and
 - B. **Deceased Report** or data contained therein after the expiration of the three-year period of protection for the LADMF data described above.
- e. Process for Managing of Records Requests for ERIC Reports, Member Data, Third-Party Data, and ERIC Information.
 - i. When a Member receives Records Request(s) for ERIC Reports, Member Data, Third-Party Data or ERIC Information, Member shall notify and confer with the ERIC Executive Director before releasing any information in response to the Records Request(s). The purpose of this requirement is to advance the goals of (a) fostering open communication between ERIC and its Members regarding the disclosure of information relating to ERIC in accordance with this Agreement and the Federal Protections; (b) creating consistency across the Membership with respect to the handling of the release of information relating to ERIC; (c) allowing for the case-by-case assessment of requests, including whether the request is for information that might legally be protected from disclosure on grounds other than those outlined in subsection (c).
 - ii. Member shall not have an obligation under this Agreement to release an ERIC Report, Member Data, Third Party Data or ERIC Information in response to Records Request(s) even if authorized to do so under the Agreement, including, by way of example and not limitation, if the Member determines that doing so would violate an applicable law in Member’s jurisdiction.

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f. ERIC Representations.

- i. ERIC represents and warrants that it does not and shall not use or transmit any ERIC Reports, Member Data, Third-Party Data or ERIC Information for any purpose other than providing services to its Members. ERIC's services to its members includes, but is not limited to, undertaking research projects with the assistance of third-parties to help evaluate and assess ERIC, provided that such research is in accordance with its status as a non-partisan organization exempt from federal taxation under 501(c)(3) of the Internal Revenue Code. Before undertaking any such research project, the ERIC Executive Director shall obtain the approval of the Executive Committee. ERIC's services may also include responding to requests for information from third-parties.
- ii. ERIC represents and warrants that it does and shall use its best efforts to prevent an ERIC Unauthorized Disclosure (defined in subsection (g)(ii)) of ERIC Reports, Member Data, Third-Party Data or protected ERIC information.
- iii. If ERIC receives a request from a third-party for ERIC Reports, Member Data, Third-Party Data or ERIC Information, ERIC will generally refer the requestor to the relevant member(s), understanding that ERIC may provide the requestor with public information such as information relating to its status as a 501(c)(3) public charity. If ERIC otherwise determines it is legally obligated to respond directly to a third-party information request, it will do so in accordance with subsections (c) and (d), after first notifying the Executive Committee.

g. Unauthorized Use or Disclosure of Data.

- i. Member: Should there be an unauthorized or impermissible use, access, acquisition, or disclosure or transmission of an ERIC Report, Member Data, Third-Party Data or protected ERIC Information, regardless of whether it is accidental or intentional (for example, Member intentionally sells, distributes, publishes or uses an ERIC Report for a purpose other than election administration, including a commercial purpose) or by a third party (collectively, "Unauthorized Disclosure"), Member shall, take the following steps:
 - A. **Notice to ERIC:** Member shall report to the Executive Director of ERIC immediately upon learning of any Unauthorized Disclosure. ERIC will notify the entire Membership of the Unauthorized Disclosure within a reasonable period of time thereafter, but no less than as required under federal or state law.

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- B. **Member Legal Management of Unauthorized Disclosure:** Where applicable, Member shall address the Unauthorized Disclosure in accordance with law and keep the ERIC Executive Director reasonably apprised of its efforts to do so and its progress.
- C. **ERIC Remediation Process:** Within ninety (90) days of ERIC receiving notice of the Unauthorized Disclosure, Member shall (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, provide 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 (or at a subsequent meeting as determined by the Executive Director of ERIC, in consultation with the Board Chair), following the Member's compliance with sub-sections (a) and (b) above, the Board 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) 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 or losses related to or stemming from the Unauthorized Disclosure.
- ii. Notice of Unauthorized Disclosure of Data/Indemnification-ERIC: Should there be an unauthorized disclosure of Member Data, Third-Party Data, or ERIC Reports by ERIC, whether accidental or intentional or the responsibility of a third party ("ERIC Unauthorized Disclosure"), ERIC shall immediately give notice to Members and take such other steps as required by law, insurance policies, and its incident response plan. ERIC shall keep the membership reasonably apprised of the steps it is taking to address the ERIC Unauthorized Disclosure. 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 attributable to a negligent act or omission by ERIC, capped at the limit of any applicable ERIC insurance policy.
- h. Miscellaneous. This provision 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.

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4. Utilizing ERIC Reports to Improve the Accuracy of State Voter Rolls, Increase Access to Voter Registration, and Investigate Possible Cases of Illegal Voting.

ERIC securely analyzes Member Data and Third-Party Data in order to provide its Members with the ERIC Reports. Members use the ERIC Reports to improve the accuracy of their voter registration rolls, provide voter registration information to potentially eligible but unregistered individuals, and investigate possible cases of illegal voting. “Member Data” is defined in Section 2 of this Agreement. “Third-Party Data” and “ERIC Reports” are defined in Section 3 of this Agreement.

Well-timed, frequent, and effective use of ERIC Reports will result in more accurate and up to date voter rolls at any given time. Additionally, more eligible citizens will be registered to vote. ERIC recognizes that Members have other significant year-around legal obligations associated with conducting elections. In recognition of these complex conditions, Members must request and act on ERIC Reports as specified in this section, and in a manner that complies with applicable federal and state laws.

a. Requirements for requesting ERIC Reports; schedules and deadlines. For the purposes of this subsection, a Member’s Date of Certification is the date established pursuant to Section 2(a) of this Agreement.

i. Initial Reports:

- A. Each Member must request and act on an Eligible but Unregistered Report by October 1 or fifteen (15) days before the close of registration, whichever is earlier, of the first Federal General Election following the Member’s Date of Certification. For the purposes of this requirement, close of registration means the earliest of the final day to register by mail or online. In furtherance of ERIC’s mission and to maximize the value of the Eligible but Unregistered report, the Member must request and act on it during a year in which a Federal General Election occurs.
- B. Each Member must request and act on a Cross-State Movers Report, an In-State Movers Report, a Duplicate Report, and a Deceased Report consistent with state law, within 12 months of the Member’s Date of Certification. To be clear, each Member must request and act on all four reports specified in this subsection within the 12-month deadline.
- C. Each Member must request a Voter Participation Report for the first Federal General Election following the Member’s Date of Certification, unless the Member is deemed ineligible to receive this report pursuant to Section 5 of this Agreement.

ii. Subsequent Reports:

EXHIBIT A

- A. After a Member requests and acts on the ERIC Reports specified in subsections (i)(A) and (i)(B) above, the Member must request and act on a Cross-State Movers Report, an In-State Movers Report, a Duplicate Report, and a Deceased Report, consistent with state law, within 12 months of may request the report in these subsections its last receiptreeeipt of these reports, on a schedule deemed appropriate by the Member and upon which ERIC staff can reasonably provide the requested reports. If a Member is unable to request and take action on a report in this timeframe due to having three or more federal elections within a twelve month period, the Executive Director shall grant a three (3) month extension to the member upon written request by the member. If a Member fails to request and take action on a report within the three month extension period, then the Member cannot receive any other reports from ERIC until it has requested and acted on the report for which it is late.
- B. After a Member requests and acts on the ERIC Reports specified in subsections (i)(A) and (i)(B) above, the Member may request the Eligible but Unregistered Report, ~~or~~ and the Voter Participation Report, on a schedule deemed appropriate by the Member upon which the ERIC staff can reasonably provide the requested reports. If a state requests an Eligible but Unregistered Report in advance of any Federal General Election, it shall also request a Voter Participation Report for that same Federal General Election, and if a Member wishes to receive a Voter Participation Report after a Federal General Election, it shall also request a Eligible but Unregistered Report in advance of that same Federal General Election. Members must act on both reports pursuant to other provisions of this membership agreement in order to receive either of these reports. Only those Members deemed ineligible to receive the Voter Participation Report pursuant to Section 5 of this Agreement may receive the Eligible but Unregistered Report without also receiving and acting on the Voter Participation Report.
- a. Should a Member fail to request or decline to act on the Eligible but Unregistered Report before any given Federal General Election, that member shall not receive a Voter Participation Report for that same Federal General Election.
 - b. Should a Member fail to request or decline to act on the Voter Participation Report after any given Federal General Election, that member shall not receive an Eligible but Unregistered Report for the next Federal General Election.
 - c. Neither the Eligible but Unregistered Report nor the Voter Participation Reports shall be delivered to any Member that has not certified its compliance with Section 4d.

EXHIBIT A

~~A.C.~~ Members must complete action on any ERIC Report received by the deadline for that report as specified in subsection (b). In furtherance of ERIC's mission, and to maximize the value of membership in ERIC, Members are strongly encouraged to utilize these reports as frequently as possible while complying with applicable federal and state laws.

~~B.~~ After an eligible Member requests and acts on the initial Voter Participation Report, the Member may request these reports pursuant to Section 5 of this Agreement.

~~C.D.~~ Any Member who has not requested and acted on an ERIC Report specified in subsections (i)(B) and (i)(C) at least once by the date this section is adopted must request and act on the report(s) not yet requested. For unrequested reports specified in subsection (i)(B), the member has 12 months from the date this section is adopted to comply with this requirement. For an unrequested Voter Participation Report, all Members not deemed ineligible must request it for the next Federal General Election in which it is available.

iii. National Change of Address Report: Each Member may request a National Change of Address Report any time following the Member's Date of Certification. Members are not required to request this report as a condition of membership.

b. Requirements for acting on ERIC Reports, deadlines for taking action.

This section addresses deadlines and required actions for the Eligible but Unregistered, Cross-State Movers, In-State Movers, Duplicates, and Deceased Reports. See Section 5 for the deadlines and requirements pertaining to the Voter Participation Reports.

i. Eligible but Unregistered Report:

A. These reports must be used to provide voter registration information to potentially eligible but not yet registered individuals.

~~B.~~ When the Member receives an Eligible but Unregistered Report the Member must act on the report by, at a minimum, initiating contact with all individuals identified in the report deemed potentially eligible by the Member for the purposes of providing information on the most efficient way to register to vote, including the deadlines and eligibility

B. requirements for registering as specified in applicable state or federal laws.

EXHIBIT A

- C. For the purposes of this Agreement, “individuals identified in the report deemed potentially eligible by the Member” refers to the individuals who remain on the Contact List after the Member has used any other official federal, state, or local data sources, or records internal to the Member, to identify and remove from the contact list individuals who are not eligible pursuant to state law.
 - D. For the purposes of this Agreement, “Contact List” refers to the final list of potentially eligible but unregistered individuals provided to the entity responsible for preparing the mailing (or any other form of contact) to the recipient of the voter registration information.
 - E. Members may not remove from the Contact List any individual identified in the report who otherwise appears to be eligible to register under federal or state law.
 - F. Members are not required to initiate contact with eligible or potentially eligible individuals more than once at the same address. Members are not required to contact any individual who has affirmatively confirmed their desire not to be contacted pursuant to this Agreement or who is otherwise ineligible to vote in the Member’s state.
 - G. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.
- ii. Cross-State and In-State Movers Reports:
- A. These reports must be used to improve the accuracy of the Member’s voter rolls.
 - B. When a Member receives a Cross-State Movers or In-State Movers Report the Member must act on the report by, at a minimum, initiating contact with all voters identified in the report in order to correct the inaccuracy or obtain information sufficient to inactivate or update the voter’s record. This requirement does not prevent the Member from taking any other action on a voter record identified in these reports that may be required by federal or state law.
 - C. ERIC recognizes Members may exclude from contact conducted in accordance with this subsection any voter identified in these reports where other official federal, state, or local data sources, or records internal to the Member, indicate the voter record is not out of date or inaccurate. Upon the request of the Executive Director, Members must provide to ERIC details on the excluded voter records.

EXHIBIT A

- D. Each Member has ninety (90) days after the report was provided to initiate contact with all voters for whom data in the report indicates a record is inaccurate or out of date.
 - E. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.
- iii. Duplicate and Deceased Voters Reports:
- A. These reports must be used to improve the accuracy of the Member's voter rolls.
 - B. When a Member receives a Duplicate or Deceased Report the Member must act on the report by, at a minimum, resolving all duplicate registrations or removing all deceased voters identified in these reports. This requirement does not prevent the Member from taking any other action on a voter record identified in these reports that may be required by federal or state law.
 - C. ERIC recognizes Members may not act on any voter record identified in these reports where other official federal, state, or local data sources, or records internal to the Member, indicate the voter is not deceased or the record is not a duplicate. Upon the request of the Executive Director, Members must provide to ERIC details on these voter records.
 - D. Each Member has ninety (90) days after the report was provided to act on all voter records for which data in the Deceased Report indicates the voter is deceased or for whom the data in the Duplicates Report indicates a registration record is a duplicate.
 - E. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.
- c. Accountability and Transparency. By July 1 of each year, the Executive Director must cause to be published a report of each Member's utilization of the ERIC Reports for the previous calendar year. At a minimum, for each Member, the report must disclose the total number of ERIC Reports requested, the specific ERIC Reports requested, and the frequency by which such ERIC Reports were requested throughout the preceding year. In consultation with the Executive Committee, the Executive Director may include other content related to how Members used ERIC in the preceding year. The first report will be published by July 31, 2025.
- d. Certifying compliance with ERIC Report requirements.

EXHIBIT A

- i. The goals of certifying compliance with Subsection (b) are to 1) ensure Members take seriously their obligations to effectuate ERIC’s mission of improving the accuracy of state voter rolls and providing voter registration information to all eligible citizens, 2) hold Members accountable to the public and to other members of the organization, and 3) provide ERIC with information needed to evaluate its effectiveness.
- ii. In the manner and by the deadline prescribed by the Executive Director, Members must provide written certification to the Executive Director that the Member has or has not complied with the requirements for acting on the Cross-State Movers, In-State Movers, Duplicate, Deceased, Eligible but Unregistered, and Voter Participation Reports. In consultation with the Executive Committee, the Executive Director may ask Members to submit supplemental information that may be useful to evaluating ERIC’s effectiveness.
- iii. Upon advance written notice from the Member Representative, Member staff other than the designated Member Representative may certify compliance. Written notice must be submitted via email to the Executive Director not less than one (1) day prior to the Member submitting the certification.
- iv. ERIC recognizes some Members may, on occasion, be unable to certify compliance due to voter registration system limitations, technical difficulties, or other circumstances. These Members must communicate such limitations or circumstances in writing to the Executive Director at 30 days prior to the first certification deadline established by the Executive Director or as such circumstances arise at any point during membership in ERIC. The Executive Director will assess the circumstances preventing the certification and work with the Member to determine if there are acceptable alternatives to achieving the goals of the certification requirement. This determination is in the sole discretion of the Executive Director, though the Executive Director will consult with the Executive Committee during the assessment process.
- iv.v. For those Members who choose to receive supplemental Eligible but Unregistered and Voter Participation Reports, consistent with Section 4a(ii)(b), each Member shall certify that they have received and acted on the Eligible but Unregistered Report by no later than October 1 of a Federal General Election year. Said certification will serve as confirmation of a request for the Voter Participation Report for that same Federal General

EXHIBIT A

Election, unless the members is deemed ineligible to receive the Report pursuant to Section 5 of this Agreement.

e. Deadline extensions to request a report, act on a report, or certify compliance with report requirements.

i. Eligible but Unregistered Reports:

A. Members may submit a written request for a reasonable extension to request their initial Eligible but Unregistered Report. The request must be submitted to the Executive Director not less than thirty (30) days before the applicable deadline. The request must set forth the reasons for the extension and provide a specific date when the report will be requested. Due to the inability to reschedule a Federal General Election, an extension must be based on and will only be granted in extraordinary circumstances.

~~B. Members may submit a written request for a brief extension to act on an initial or subsequent Eligible but Unregistered Report. The request must be submitted to the Executive Director not less than seven (7) days before the applicable deadline. The request must set forth the reasons for the extension and provide a specific date when contact will be initiated, except that the Member must initiate contact by a date that provides time for individuals on the Contact List to register and vote in the forthcoming Federal General Election.~~

C.B. Members may submit a written request for an extension to certify compliance with the requirements for this report in the manner and by the deadline established by the Executive Director pursuant to subsection (d).

ii. Cross-State and In-State Movers Reports:

A. Members may submit a written request for a reasonable extension to request or act on an initial Cross-State or In-State Movers report. The request must be submitted to the Executive Director not less than thirty (30) days before the 12-month deadline to request the report, or thirty (30) days before the deadline to initiate contact. The request must set forth the reasons an extension is needed and provide a specific date when the report will be requested, or contact will be initiated.

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- B. Members may submit a written request for a reasonable extension to act on a subsequent Cross-State or In-State Movers report. The request must be submitted to the Executive Director not less than thirty (30) days before the 90-day deadline. The request must set forth the reasons an extension is needed and provide a specific date when the report will be requested, or contact will be initiated.
 - C. Members may submit a written request for an extension to certify compliance with the requirements for these reports in the manner and by the deadline established by the Executive Director pursuant to subsection (d).
- iii. Deceased and Duplicates Reports:
- A. Members may submit a written request for a reasonable extension to request or act on voter records identified in an initial Deceased or Duplicates Report. The request must be submitted to the Executive Director not less than (30) days before the 12-month deadline to request the report, or thirty (30) days before the deadline to act on the report. The request must set forth the reasons an extension is needed and provide a specific date when the report will be requested, or action will be completed.
 - B. Members may submit a written request for a reasonable extension to act on a subsequent Deceased or Duplicates Report. The request must be submitted to the Executive Director not less than thirty (30) days before the 90-day deadline. The request must set forth the reasons an extension is needed and provide a specific date when action will be completed.
 - C. Members may submit a written request for an extension to certify compliance with the requirements for these reports in the manner and by the deadline established by the Executive Director pursuant to subsection (d).
- iv. Voter Participation Reports.
- A. Members may submit a written request for a reasonable extension to complete its internal investigations arising from possible cases of illegal voting identified in a Voter Participation Report. The request must be submitted to the Executive Director not less than fifteen (15) days prior to the applicable deadline. The request must set forth the reasons for the

EXHIBIT A

extension request and provide a specific date when the internal investigations will be completed.

- B. Members may submit a written request for an extension to certify compliance with the requirements for this report in the manner and by the deadline established by the Executive Director pursuant to subsection (d).
- v. The Executive Director has sole discretion on whether to grant an extension under this subsection or proceed to the applicable Member removal provisions in subsection (f). The Executive Director will inform the Executive Committee of all extension requests submitted pursuant to this section.

f. Failure to request and complete action on reports.

- i. The Executive Director must notify, or cause to be notified, in writing, a Member who appears to be at risk of missing a deadline to request its initial Cross-State Movers, In-State Movers, Duplicates, Deceased, Eligible but Unregistered, or Voter Participation Report. A Member who fails to request, act on, or certify any initial report by the applicable deadline, and who fails to request an extension on any of these requirements as provided in subsection (e), is *automatically removed* from ERIC Membership.
- ii. A Member who fails to act on or certify any of their subsequent ERIC Reports by the applicable deadlines, and who fails to request an extension as provided in subsection (e), may be suspended from receiving additional ERIC Reports. Whether to suspend access to additional reports, and the duration of such suspension, is in the sole discretion of the Executive Director. The Executive Director shall take into account the circumstances of the failure to complete the required action and failure to request an extension, including whether the Member appeared to otherwise be acting in good faith to comply with the applicable requirements. The Executive Director will inform the Executive Committee of any actions taken pursuant to this subsection.

5. Voter Participation Reports.

- a. ERIC recognizes that the appearance of illegal voting, allegations of illegal voting, and actual illegal voting undermines public confidence in the electoral process and election outcomes. ERIC can be a tool to identify potentially illegal votes and refer

EXHIBIT A

them to Members for further investigation consistent with each state’s laws. For the purposes of this Agreement, “illegal votes” means votes cast by an individual who may have voted more than once in the Member jurisdiction at the same election, voted in more than one Member jurisdiction at the same election, or voted on behalf of a deceased voter within the Member jurisdiction.

- b. After completing an initial Voter Participation Report, eligible Members may request Voter Participation Reports following each Federal General Election as provided in ~~4a(ii)(b)subsection (e)~~. An eligible Member is not required to request this report after they have requested and acted on their initial Voter Participation Report, but they must have received and acted on an Eligible but Unregistered Report for that same Federal General Election in order to request this report.
- c. ~~To receive the Voter Participation Report, Members must submit a written request to the Executive Director at least 30 calendar days before the applicable election. In the written request~~When a Member certifies that it has received and acted on a supplemental Eligible but Unregistered Report, pursuant to Section 4d(v), the Member must also: (1) specify the election for which it requests data identifying voters who appear to have cast ~~improper-illegal~~ votes, (2) affirm that it will submit to ERIC voting history data for the applicable election in a manner consistent with how voter files and motor vehicle records are submitted to ERIC, (3) affirm that it will accept the requested data from ERIC, (4) affirm that it will complete a reasonable internal investigation of any possible improper votes before publicly releasing information about the data, and (5) affirm that it can protect the confidentiality of the Voter Participation Report—, either by state law or administrative rule, until the internal investigation is complete and the findings are turned over to law enforcement.
- d. Any Member unable to provide the affirmation required in c(5) is deemed ineligible to receive the Voter Participation Report and must submit to the Executive Director a written ~~explanation—certification~~ of why the Member cannot provide the affirmation in c(5), and cite the relevant statute(s), regulation(s), and/or law that prevents the Member from affirming pursuant to c(5). Members deemed ineligible to receive this report, or who do not request the report, are not required to submit voting history data for use in preparing Voter Participation Reports, and may still receive and act on supplemental Eligible but Unregistered Reports.
- e. A Member who requests a Voter Participation Report must submit to ERIC the required voting history data no later than 90 days from the date the Member certifies the applicable Federal General Election pursuant to the Member’s state law. In consultation with the Executive Director, the Member may request a deadline extension to accommodate a recount(s) or other post-election activity required by state law that will prevent the member from providing the voting history data by the 90-day deadline.

EXHIBIT A

- f. A Member who requests a Voter Participation Report must refer all findings of credible cases of illegal voting to the appropriate law enforcement authorities, as designated by the Member's state law, no later than December 31 of the calendar year following the applicable Federal General Election or 180 days after the Member receives its final Voter Participation Report, whichever is later.
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. 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 C.
8. 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.
9. 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
10. 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.
11. 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 a majority vote of the entire Membership. 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.
12. 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.

EXHIBIT A

13. 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.
14. 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.
15. 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. This Agreement may be executed using electronic signatures.
16. 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.
17. Headings and Subsections. Section headings are provided for reference and do not constitute part of this Agreement.
18. 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:

Name:
Title: ERIC Executive Director
Address:
Phone:
Email:

[MEMBER]

By: _____
Name: _____
Title: _____
Date: _____

Notice Details:

With a copy to (optional):

Name:	Name:
Title:	Title:
Address:	Address:
Phone:	Phone:
Email:	Email:

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
7. Current record status
8. Phone number
9. E-mail address or other electronic contact method

Exhibit C

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).

Proposed Amendments to current ERIC Bylaws* and
to Membership Agreement Amendments Submitted
to ERIC Members on Feb. 8, 2023.

Submitted by Chrissy Peters, Missouri

*“Current Bylaws” are the bylaws as amended Feb. 19, 2023.

Last updated on March 28, 2014; May 21, 2015; October 28, 2015; December 16, 2016; November 30, 2018; February 3, 2020; June 3, 2022;
February 19, 2023

ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

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Last updated on March 28, 2014; May 21, 2015; October 28, 2015; December 16, 2016; November 30, 2018; February 3, 2020; June 3, 2022; February 19, 2023

ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

BYLAWS

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, 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 Executive Director who shall, in turn, notify the Membership.

Section 2. Admission of Members. Any jurisdiction seeking membership shall apply to the Executive Director. 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 Board of Directors, 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.

Section 4. Membership Fee. Upon admission and execution of the Membership Agreement, each member shall pay a one-time, non-refundable Membership Fee of \$25,000 to the

Corporation. With respect to individual members, the schedule for payment of the Membership Fee may be modified by the Board of Directors.

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 of Directors. The Dues Schedule may be amended, modified, or substituted by a vote of the Membership, however, the schedule for payment of dues by individual members may be modified by the Board of Directors. 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 Membership 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 Executive Director, who shall, in turn, notify the Membership. 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 Membership 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 herein or in the Membership Agreement. Such automatic removal shall be effective upon written notice by the Chair of the Board of Directors and/or the 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 Board of Directors. The Board of Directors 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 Board of Directors for 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 Board of Directors. The annual meeting 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 Board of Directors for annual and regular meetings and in the notice of meeting for special meetings. The Board of Directors 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 Membership shall be published following 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, in the case of public meetings, 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, a majority of the entire Membership, or upon request of the Executive Director. 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. The Member Representative shall provide written notice to the Executive Director of the proxy within a reasonable period of time in advance of the meeting of the members.

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. Appointment of Directors. All members of the Corporation have a right to appoint their Member Representative to serve as a director on the Board of Directors. Upon admission to Membership under Article II, Section 2 or in the event of a vacancy, member shall inform the Executive Director in writing whether it wishes to have its Member Representative serve or continue to serve on the Board of Directors. Declining to have a Member Representative serve on the Board of Directors shall have no effect on the Member's other rights under these Bylaws, and such member shall have the right to appoint or reinstate their Member Representative to the Board of Directors at any time by providing written notice to the Executive Director who shall, in turn, notify the Board of Directors.

Section 3. Non-Voting Seats on Board of Directors. The Board of Directors may include up to two non-voting members of the Board for individuals who are experts in voting and elections but not governmental employees. Such non-voting directors shall serve two-year, renewable terms.

Section 4. 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 5. 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 of Directors.

Section 6. Vacancies. If a Member Representative position on the Board of Directors becomes vacant for any reason including resignation or removal, the chief election official shall appoint a replacement in accordance with Article II, section 1 and shall notify the Executive Director in writing whether it wishes to have its replacement Member Representative serve as a director on the Board of Directors.

Section 7. 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 of Directors shall be held at such times as may be fixed by the Board of Directors. Special meetings of the Board of Directors may be held at any time whenever called by the Chair of the Board, two or more directors, or the Executive Director. Any Member Representative who is not a director may attend any meeting of the Board of Directors.

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 of Directors for annual and regular meetings and in the notice of meeting for special meetings. Minutes of any meeting of the Board of Directors shall be published following the meeting.

Section 8. Notice. Annual and special meetings of the Board of Directors 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 9. 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 of Directors. Directors are not permitted to give a proxy to someone to act on his or her behalf with respect to actions of the Board of Directors.

Section 10. 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 of Directors 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 of Directors or such committee shall be filed with the minutes of the proceedings of the Board of Directors 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 11. 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) approve or remove members; d) elect or remove officers; e) remove directors; f) elect or remove non-voting members of the Board of Directors; g) elect members of committees; h) hire or discharge an executive director; i) adopt an agreement of merger or consolidation; j) recommend to the Membership the sale, lease or exchange of all or substantially all of the Corporation's property and assets; or k) 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, except with respect to quorum. In the absence of a contrary provision established by the Board of Directors, 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 of Directors, and the Executive Director shall serve as a non-voting member of the Executive Committee (collectively the “*ex officio* members”). Vacancies in the *ex officio* membership of the Executive Committee shall be addressed in accordance with Article V.

(b) Elected Membership: In addition to the *ex officio* members, until the Membership reaches thirty-four, the Executive Committee shall include two voting members of the Board of Directors elected by the Board of Directors. When the Membership reaches thirty-five, the number of voting members of the Board of Directors serving on the Executive Committee shall increase to four, with the election of the additional members occurring within a reasonable time following the admission of the thirty-fifth member. Such committee members shall serve in this capacity for terms of one year, not to exceed two consecutive one-year terms. In the event of a vacancy among the elected membership of the Executive Committee, in accordance with subsection d below, the Executive Committee shall take reasonable steps to propose a replacement to fill the unexpired term of his or her predecessor.

(c) Chair of Executive Committee: The Chair of the Board of Directors 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 of Directors, 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 of Directors a slate of candidates for officer positions and elected members of the Executive and Finance Committees, including in the event of a vacancy, and the Executive Director; and, in consultation with the Finance Committee, reviewing the compensation and performance of 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 two or more of its members. Actions of the Executive Committee shall be reported to the Board of Directors.

Section 7. Finance Committee.

(a) Ex Officio Membership: The Finance Committee shall consist of the Treasurer and Secretary of the Board of Directors, and the Executive Director shall serve as a non-voting member of the Finance Committee (collectively, the “*ex officio* members”). Vacancies in the *ex officio* membership of the Finance Committee shall be addressed in accordance with Article V.

(b) Elected Membership: The Finance Committee shall include one voting member of the Board of Directors elected by the Board. This committee member shall serve in this capacity for terms of one year, not to exceed three consecutive one-year terms. In the event the voting member position on the Finance Committee becomes vacant, in accordance with subsection d below, the Executive Committee shall take reasonable steps to propose a replacement to fill the unexpired term of his or her predecessor.

(c) Chair of Finance Committee: The Treasurer shall be the Chair of the Finance Committee.

(d) Role and Powers of Finance Committee: Except as set forth in Article IV, Section 1 above, or as otherwise proscribed by the Board, the Finance Committee shall have the authority to exercise all powers of the Board of Directors between meetings of the Board. The Finance Committee will assist the Board of Directors with its financial oversight responsibilities including reviewing and recommending approval of the annual operating budget; reviewing periodic financial reports; and overseeing the management of financial assets and audits. The Finance Committee shall hold regular meetings at such times as it shall determine and special meetings as requested by any of its members. Actions of the Finance Committee shall be reported to the Board of Directors.

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, the Executive Director, and may include such other officers as may be deemed necessary.

Section 2. Term of Office, Vacancies and Removal. The officers, other than the Immediate Past Chair and the Executive Director, shall be elected by the Board of Directors from among its membership at the annual meeting of the Board. The Board of Directors 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 terms of one year, until the next annual meeting of the Board of Directors 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 of Directors may fill such vacancy. Any officer so appointed or elected shall serve only until such time as the unexpired term of his or her predecessor shall have expired unless re-elected by the Board of Directors. Any officer may be removed by a vote of the majority of the entire Board of Directors 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 of Directors.

(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 and members, 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 oversee the custody of the corporate seal of the Corporation, if any; and shall have authority to affix or cause to be affixed the same to any instrument requiring it; and, when so affixed, it may be attested by his or her signature. The Board of Directors 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 be chair of the Finance Committee. The treasurer shall oversee 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 or cause to be deposited 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 of Directors, the Treasurer shall render or cause to be provided a statement of accounts. The Treasurer shall at all reasonable times exhibit or cause to be exhibited the books and accounts to any officer or director of the Corporation, and shall perform or cause to be performed all duties incident to the office of Treasurer, subject to the supervision of the Board of Directors, and such other duties as shall from time to time be assigned by the Board. The Treasurer shall, if required by the Board of Directors, 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 of Directors; report on the progress of the Corporation's activities, 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 of Directors 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 of Directors 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 in the custody of the Executive Director (1) correct and complete books and records of accounts, (2) minutes of the proceedings of its Board of Directors and members, 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, in accordance with federal law.

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,

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.

Section 8. Security Audits, Cyber security Risk Assessments and disclosures.

The Corporation shall every three years undergo a SOC Type 1 and SOC Type 2 audit. Results of completed audit may be shared with member states upon request and with an executed non-disclosure agreement. The Corporation shall make known to the general public on their website the certification of the completed audit.

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 improvements to voter registration in the United States; and

WHEREAS, ERIC seeks to lessen the burdens of government by facilitating the collaboration of states 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 in furthering its charitable and educational purposes by such states becoming members of ERIC and furnishing voter registration and other data to help ERIC understand the needs of states with respect to their use of voter registration systems, and assist state 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 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 Director 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 Registration Data and Motor Vehicle Department Data.
 - 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.

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- b. Within sixty (60) days of the Certification Date, and at least every sixty (60) days thereafter, the Member shall transmit the following data to ERIC: (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 (“Voter Registration Data”), and (2) all licensing or identification records from motor vehicles departments (excluding those fields unrelated to voter eligibility, such as fields related to an individual’s driving record), including those fields identified in Exhibit B (“MVD Data”). 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.
 - c. 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. Member may submit written requests to the Executive Director of ERIC for reasonable extensions of the grace period deadline if Member is unable to upload Member Data 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. If a grace period expires without a transmission to ERIC of Member Data from the Member, the Member shall be *automatically removed* from membership in accordance with the Bylaws.
3. Protection of ERIC Reports, Member Data, Third-Party Data, and ERIC Information.
- a. Definitions. The following definitions pertain to this Section and the Agreement as a whole.
 - i. ERIC Reports: Using Member Data (defined in Section 2 of this Agreement) and, in some cases, data from third-party sources, ERIC makes the reports described below available to its Members. These reports, in whole or in part, shall be collectively referred to in this Agreement as “ERIC Reports.”
 - A. **Eligible but Unregistered Report:** This report identifies individuals who appear to be eligible to register to vote in a member state but who do not appear to be registered. This report contains MVD Data and Voter Registration Data.
 - B. **Cross-State Movers Report:** This report identifies voters who appear to have moved from one ERIC member state to another ERIC member state. This report contains MVD Data and Voter Registration Data.
 - C. **In-State Movers Report:** This report identifies voters who appear to have moved within the member state or who have updated their contact information. This report contains MVD Data and Voter Registration Data.

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- D. **Duplicate Report:** This report identifies voters with duplicate registrations within the member state. This report contains Voter Registration Data. MVD Data is used to help strengthen the matches identified in this report but is not contained in the report.
- E. **Deceased Report:** This report identifies voters who may have died. This report is created using Social Security death data known as the Limited Access Death Master File (“LADMF”). This report contains Voter Registration Data that matches the LADMF Data. MVD Data is used to help strengthen the matches identified in this report but is not contained in the report.
- F. **Voter Participation Report:** This report identifies voters who appear to have voted (1) more than once in the Member jurisdiction in the same election, (2) in more than one Member jurisdiction in the same election, or (3) on behalf of a deceased voter within the Member jurisdiction. This report contains MVD Data and Voter Registration Data. In addition, this report contains voter history data.
- G. **National Change of Address (NCOA) Report (“NCOA Report”):** This report identifies voters who have moved using NCOALink data ERIC licenses from the United States Postal Service (“USPS”). There is no Member Data contained in this report.
- ii. Third-Party Data: The LADMF data and the NCOALink data ERIC uses to create the Deceased Report and the NCOA Report, respectively, is collectively referred to herein as “Third-Party Data.”
- iii. ERIC Information: Information relating to ERIC other than ERIC Reports, Member Data or Third-Party Data is collectively referred to herein as “ERIC Information.” By way of illustration only, ERIC Information includes, but is not limited to, ERIC governing documents, membership dues invoices, communications between the Member and ERIC, ERIC’s Information Security Management Plan, and documentation of ERIC’s federal tax-exempt status.
- iv. Records Request(s): All requests to members for ERIC Reports, Member Data, Third-Party Data or ERIC Information, including but not limited to requests that invoke state public records laws or the National Voter Registration Act (“NVRA”), to which a member believes it has a legal obligation to respond or comply with shall be collectively referred to in the Agreement as “Records Request(s).”
- b. Member Representations.

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- i. Member represents and warrants that the transmission of Member Data to ERIC or ERIC's agents, contractors or subcontractors required under this Agreement and its use of ERIC Reports is and shall continue to be conducted in compliance with applicable state, federal and local laws, rules, and regulations.
 - ii. Member shall not use, transmit, sell, or disclose any ERIC Reports, Member Data, Third-Party Data or ERIC Information for any purpose other than the administration of elections under state or federal law, supporting the operations of ERIC, and responding to Records Requests consistent with the terms of this Agreement.
 - iii. Member shall use its best efforts to prevent the Unauthorized Disclosure (defined in subsection (g)(i) below) of ERIC Reports, Member Data, Third-Party Data, or protected ERIC Information.
- c. Confidentiality of ERIC Reports. The Member agrees that the federal statutes and regulations identified below ("Federal Protections") protect and prohibit the disclosure of certain ERIC Reports, Member Data, and Third-Party Data. The Member agrees to prevent disclosure of and otherwise protect the ERIC Reports, Member Data, and Third-Party Data in accordance with the Federal Protections, including when responding to Records Request(s), as more fully set forth below.
- i. Driver's Privacy Protection Act ("DPPA"): MVD is protected from disclosure under the DPPA, 18 U.S.C. § 2721 *et seq*, unless a statutory exception applies.
 - ii. LADMF Regulations: LADMF data is protected from disclosure under Section 203 of the Bipartisan Budget Act of 2013, 42 U.S.C. § 1306c, and associated regulations administered by the National Technical Information Service, 15 CFR Part 1110 ("LADMF Regulations"), during the three-calendar year period starting from the date of death. The National Technical Information Service has certified ERIC to receive LADMF data, which ERIC uses to prepare Deceased Reports for Members.
 - iii. NCOALink Regulations: The NCOALink data used to create the NCOA Report is generally protected from disclosure pursuant to ERIC's license agreement with the USPS. The license agreement is expressly subject to and derived from federal statutory privacy provisions under the Nondisclosure of Lists of Names and Addresses Act, 39 U.S.C. § 412 and the Privacy Act, 5 U.S.C. § 552a ("NCOALink Regulations").
- d. Release of ERIC Reports, Member Data, and Third-Party Data.
- i. In accordance with the Federal Protections enumerated above, Member shall not release or disclose the following Reports in whole or in part:

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- A. **Cross-State Movers, In-State Movers, and Eligible but Unregistered Reports**, unless a valid DPPA statutory exception applies;
 - B. **Deceased Reports** or data contained therein during the three-year period of protection described above, unless the requestor is a “certified person” as set forth in the LADMF Regulations;
 - C. **NCOA Reports**; or
 - D. **Voter Participation Reports**, which, in addition to the Federal Protections, and as set forth above are prohibited from release under state law.
- ii. In accordance with Federal Protections above, Member is permitted to release the following ERIC Reports:
 - A. **In-State Duplicate Report**; and
 - B. **Deceased Report** or data contained therein after the expiration of the three-year period of protection for the LADMF data described above.
- e. Process for Managing of Records Requests for ERIC Reports, Member Data, Third-Party Data, and ERIC Information.
 - i. When a Member receives Records Request(s) for ERIC Reports, Member Data, Third-Party Data or ERIC Information, Member shall notify and confer with the ERIC Executive Director before releasing any information in response to the Records Request(s). The purpose of this requirement is to advance the goals of (a) fostering open communication between ERIC and its Members regarding the disclosure of information relating to ERIC in accordance with this Agreement and the Federal Protections; (b) creating consistency across the Membership with respect to the handling of the release of information relating to ERIC; (c) allowing for the case-by-case assessment of requests, including whether the request is for information that might legally be protected from disclosure on grounds other than those outlined in subsection (c).
 - ii. Member shall not have an obligation under this Agreement to release an ERIC Report, Member Data, Third Party Data or ERIC Information in response to Records Request(s) even if authorized to do so under the Agreement, including, by way of example and not limitation, if the Member determines that doing so would violate an applicable law in Member’s jurisdiction.

EXHIBIT A

f. ERIC Representations.

- i. ERIC represents and warrants that it does not, ~~shall not~~ and ~~will~~ not use or transmit any ERIC Reports, Member Data, Third-Party Data or ERIC Information for any purpose other than providing requested services reports to its Members. No state shall be allowed to receive another members data accept in the case of Cross-State Movers Report and Voter Participation Report (as defined in section 3. of the membership agreement). ERIC's services to its members includes, but is not limited to, undertaking research projects with the assistance of third parties to help evaluate and assess ERIC, provided that such research is in accordance with its status as a non-partisan organization exempt from federal taxation under 501(c)(3) of the Internal Revenue Code. Before undertaking any such research project, the ERIC Executive Director shall obtain the approval of the Executive Committee. ERIC's services may also include responding to requests for information from third parties.
- ii. ERIC represents and warrants that it does and shall use its best efforts to prevent an ERIC Unauthorized Disclosure (defined in subsection (g)(ii)) of ERIC Reports, Member Data, Third-Party Data or protected ERIC information.
- iii. ERIC will not share data outside member states. If ERIC receives a request from a third-party for reports requested by member states, ERIC Reports, Member Data, Third-Party Data or ERIC Information, ERIC will generally refer the requestor to the relevant member(s), understanding that ERIC may provide the requestor with public information such as information relating to its status as a 501(c)(3) public charity. If ERIC otherwise determines it is legally obligated to respond directly to a third-party information request, it will do so in accordance with subsections (c) and (d), after first notifying the Executive Committee.

g. Unauthorized Use or Disclosure of Data.

- i. Member: Should there be an unauthorized or impermissible use, access, acquisition, or disclosure or transmission of an ERIC Report, Member Data, Third-Party Data or protected ERIC Information, regardless of whether it is accidental or intentional (for example, Member intentionally sells, distributes, publishes or uses an ERIC Report for a purpose other than election administration, including a commercial purpose) or by a third party (collectively, "Unauthorized Disclosure"), Member shall, take the following steps:

EXHIBIT A

- A. **Notice to ERIC:** Member shall report to the Executive Director of ERIC immediately upon learning of any Unauthorized Disclosure. ERIC will notify the entire Membership of the Unauthorized Disclosure within a reasonable period of time thereafter, but no less than as required under federal or state law.
- B. **Member Legal Management of Unauthorized Disclosure:** Where applicable, Member shall address the Unauthorized Disclosure in accordance with law and keep the ERIC Executive Director reasonably apprised of its efforts to do so and its progress.
- C. **ERIC Remediation Process:** Within ninety (90) days of ERIC receiving notice of the Unauthorized Disclosure, Member shall (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, provide 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 (or at a subsequent meeting as determined by the Executive Director of ERIC, in consultation with the Board Chair), following the Member's compliance with sub-sections (a) and (b) above, the Board 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) 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 or losses related to or stemming from the Unauthorized Disclosure.
- ii. Notice of Unauthorized Disclosure of Data/Indemnification-ERIC: Should there be an unauthorized disclosure of Member Data, Third-Party Data, or ERIC Reports by ERIC, whether accidental or intentional or the responsibility of a third party ("ERIC Unauthorized Disclosure"), ERIC shall immediately give notice to Members and take such other steps as required by law, insurance policies, and its incident response plan. ERIC shall keep the membership reasonably apprised of the steps it is taking to address the ERIC Unauthorized Disclosure. 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 attributable to a negligent act or

EXHIBIT A

omission by ERIC, capped at the limit of any applicable ERIC insurance policy.

- h. Miscellaneous. This provision 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.

4. Utilizing ERIC Reports to Improve the Accuracy of State Voter Rolls, Increase Access to Voter Registration, and Investigate Possible Cases of Illegal Voting.

- ~~a.~~ ERIC securely analyzes Member Data and Third-Party Data in order to provide its Members with the ERIC Reports. Members use the ERIC Reports to improve the accuracy of their voter registration rolls, provide voter registration information to potentially eligible but unregistered individuals, and investigate possible cases of illegal voting. "Member Data" is defined in Section 2 of this Agreement. "Third-Party Data" and "ERIC Reports" are defined in Section 3 of this Agreement.

~~a.~~

~~b.~~

- ~~e.b.~~ Well-timed, frequent, and effective use of ERIC Reports will result in more accurate and up to date voter rolls at any given time. ~~Additionally, more eligible citizens will be registered to vote.~~ ERIC recognizes that Members have other significant year-around legal obligations associated with conducting elections. In recognition of these complex conditions, Members must request and act on ERIC Reports as specified in this section, and in a manner that complies with applicable federal and state laws.

- ~~a.~~ Requirements for requesting ERIC Reports; schedules and deadlines. For the purposes of this subsection, a Member's Date of Certification is the date established pursuant to Section 2(a) of this Agreement.

- ~~i.~~ Initial Reports:

- ~~A.~~ Each Member must request and act on an Eligible but Unregistered Report by October 1 or fifteen (15) days before the close of registration, whichever is earlier, of the first Federal General Election following the Member's Date of Certification. For the purposes of this requirement, close of registration means the earliest of the final day to register by mail or online. In furtherance of ERIC's mission and to maximize the value of the Eligible but Unregistered report, the Member must request and act on it during a year in which a Federal General Election occurs.

- ~~B.~~ Each Member must request and act on a Cross-State Movers Report, an In-State Movers Report, a Duplicate Report, and a Deceased Report

EXHIBIT A

~~within 12 months of the Member's Date of Certification. To be clear, each Member must request and act on all four reports specified in this subsection within the 12-month deadline.~~

~~C. Each Member must request a Voter Participation Report for the first Federal General Election following the Member's Date of Certification, unless the Member is deemed ineligible to receive this report pursuant to Section 5 of this Agreement.~~

~~a.c. Subsequent Reports:~~

~~ii. A After a Member requests and acts on the ERIC Reports specified in subsections (i)(A) and (i)(B) above, the Member may request the report in these subsections on a schedule deemed appropriate by the Member and upon which ERIC staff can reasonably provide the requested reports. Members must complete action on any ERIC Report received by the deadline for that report as specified in subsection (b). In furtherance of ERIC's mission, and to maximize the value of membership in ERIC, Members are strongly encouraged to utilize these reports as frequently as possible while complying with applicable federal and state laws.~~

~~i.~~

~~B.~~

~~After an eligible Member requests and acts on the initial Voter Participation Report, the Member may request these reports pursuant to Section 5 of this Agreement.~~

~~Any Member who has not requested and acted on an ERIC Report specified in subsections (i)(B) and (i)(C) at least once by the date this section is adopted must request and act on the report(s) not yet requested. For unrequested reports specified in subsection (i)(B), the member has 12 months from the date this section is adopted to comply with this requirement. For an unrequested Voter Participation Report, all Members not deemed ineligible must request it for the next Federal General Election in which it is available.~~

~~E.~~

~~iii. National Change of Address Report: Each Member may request a National Change of Address Report any time following the Member's Date of Certification. Members are not required to request this report as a condition of membership.~~

~~b. Requirements for acting on ERIC Reports, deadlines for taking action:~~

~~This section addresses deadlines and required actions for the Eligible but Unregistered, Cross-State Movers, In-State Movers, Duplicates, and Deceased Reports. See Section 5 for the deadlines and requirements pertaining to the Voter Participation Reports.~~

~~-A. Eligible but Unregistered Report:~~

EXHIBIT A

~~0.1. If requested, t~~These reports must be used to provide voter registration information to potentially eligible but not yet registered individuals.

~~0.2. When the Member receives an Eligible but Unregistered Report the Member must act on the report by, at a minimum may, initiating~~ contact with all individuals identified in the report deemed potentially eligible by the Member for the purposes of providing information on the most efficient way to register to vote, ~~including the deadlines and eligibility~~

~~requirements for registering as specified in applicable state or federal laws.~~

~~For the purposes of this Agreement, “individuals identified in the report deemed potentially eligible by the Member” refers to the individuals who remain on the Contact List after the Member has used any other official federal, state, or local data sources, or records internal to the Member, to identify and remove from the contact list individuals who are not eligible pursuant to state law.~~

~~For the purposes of this Agreement, “Contact List” refers to the final list of potentially eligible but unregistered individuals provided to the entity responsible for preparing the mailing (or any other form of contact) to the recipient of the voter registration information.~~

~~Members may not remove from the Contact List any individual identified in the report who otherwise appears to be eligible to register under federal or state law.~~

~~Members are not required to initiate contact with eligible or potentially eligible individuals more than once at the same address. Members are not required to contact any individual who has affirmatively confirmed their desire not to be contacted pursuant to this Agreement or who is otherwise ineligible to vote in the Member’s state.~~

~~Members must certify compliance with these requirements in accordance with subsection (d) of this Section.~~

~~-B. Cross-State and In-State Movers Reports:~~

- ~~1. If requested, t~~These reports must be used to improve the accuracy of the Member’s voter rolls.
2. When a Member receives a Cross-State Movers or In-State Movers Report the Member ~~may~~must act on the report by, ~~at a minimum,~~ initiating contact with ~~all~~ voters identified in the report in order to

EXHIBIT A

correct the inaccuracy or obtain information sufficient to inactivate or update the voter's record. This requirement does not prevent the Member from taking any other action on a voter record identified in these reports that may be required by federal or state law.

~~C. ERIC recognizes Members may exclude from contact conducted in accordance with this subsection any voter identified in these reports where other official federal, state, or local data sources, or records internal to the Member, indicate the voter record is not out of date or inaccurate. Upon the request of the Executive Director, Members must provide to ERIC details on the excluded voter records.~~

~~D. Each Member has ninety (90) days after the report was provided to initiate contact with all voters for whom data in the report indicates a record is inaccurate or out of date.~~

~~E. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.~~

~~C. Duplicate and Deceased Voters Reports:~~

~~0.1. If requested, these reports may be used to improve the accuracy of the Member's voter rolls.~~

~~0. When a Member receives a Duplicate or Deceased Report the Member may act on the report by, at a minimum, resolving all duplicate registrations or removing all deceased voters identified in these reports. This requirement does not prevent the Member from taking any other action on a voter record identified in these reports that may be required by federal or state law.~~

~~1.~~

~~0. ERIC recognizes Members may not act on any voter record identified in these reports where other official federal, state, or local data sources, or records internal to the Member, indicate the voter is not deceased or the record is not a duplicate. Upon the request of the Executive Director, Members must provide to ERIC details on these voter records.~~

~~1.~~

~~0. Each Member has ninety (90) days after the report was provided to act on all voter records for which data in the Deceased Report indicates the voter is deceased or for whom the data in the Duplicates Report indicates a registration record is a duplicate.~~

~~1.~~

~~0. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.~~

EXHIBIT A

~~1.—~~

~~0. Accountability and Transparency. By July 1 of each year, the Executive Director must cause to be published a report of each Member's utilization of the ERIC Reports for the previous calendar year. At a minimum, for each Member, the report must disclose the total number of ERIC Reports requested, the specific ERIC Reports requested, and the frequency by which such ERIC Reports were requested throughout the preceding year. In consultation with the Executive Committee, the Executive Director may include other content related to how Members used ERIC in the preceding year. The first report will be published by July 31, 2025.~~

~~2.—~~

~~0. Certifying compliance with ERIC Report requirements.~~

~~3.—~~

~~0. The goals of certifying compliance with Subsection (b) are to 1) ensure Members take seriously their obligations to effectuate ERIC's mission of improving the accuracy of state voter rolls and providing voter registration information to all eligible citizens, 2) hold Members accountable to the public and to other members of the organization, and 3) provide ERIC with information needed to evaluate its effectiveness.~~

~~4.2.~~

~~In the manner and by the deadline prescribed by the Executive Director, Members must provide written certification to the Executive Director that the Member has or has not complied with the requirements for acting on the Cross-State Movers, In-State Movers, Duplicate, Deceased, Eligible but Unregistered, and Voter Participation Reports. In consultation with the Executive Committee, the Executive Director may ask Members to submit supplemental information that may be useful to evaluating ERIC's effectiveness.~~

~~Upon advance written notice from the Member Representative, Member staff other than the designated Member Representative may certify compliance. Written notice must be submitted via email to the Executive Director not less than one (1) day prior to the Member submitting the certification.~~

~~ERIC recognizes some Members may, on occasion, be unable to certify compliance due to voter registration system limitations, technical difficulties, or other circumstances. These Members must communicate such limitations or~~

EXHIBIT A

~~circumstances in writing to the Executive Director at 30 days prior to the first certification deadline established by the Executive Director or as such circumstances arise at any point during membership in ERIC. The Executive Director will assess the circumstances preventing the certification and work with the Member to determine if there are acceptable alternatives to achieving the goals of the certification requirement. This determination is in the sole discretion of the Executive Director, though the Executive Director will consult with the Executive Committee during the assessment process.~~

~~Deadline extensions to request a report, act on a report, or certify compliance with report requirements.~~

~~Eligible but Unregistered Reports:~~

~~Members may submit a written request for a reasonable extension to request their initial Eligible but Unregistered Report. The request must be submitted to the Executive Director not less than thirty (30) days before the applicable deadline. The request must set forth the reasons for the extension and provide a specific date when the report will be requested. Due to the inability to reschedule a Federal General Election, an extension must be based on and will only be granted in extraordinary circumstances.~~

~~Members may submit a written request for a brief extension to act on an initial or subsequent Eligible but Unregistered Report. The request must be submitted to the Executive Director not less than seven (7) days before the applicable deadline. The request must set forth the reasons for the extension and provide a specific date when contact will be initiated, except that the Member must initiate contact by a date that provides time for individuals on the Contact List to register and vote in the forthcoming Federal General Election.~~

~~Members may submit a written request for an extension to certify compliance with the requirements for this report in the manner and by the deadline established by the Executive Director pursuant to subsection (d).~~

~~Cross-State and In-State Movers Reports:~~

~~Members may submit a written request for a reasonable extension to request or act on an initial Cross-State or In-State Movers report. The request must be submitted to the Executive Director not less than thirty (30) days before the 12-month deadline to request the report, or thirty (30) days before the deadline to initiate contact. The request must set forth the reasons an extension is needed and provide a specific date when the report will be requested, or contact will be initiated.~~

~~Members may submit a written request for a reasonable extension to act on a subsequent Cross-State or In-State Movers report. The request must be submitted to the Executive Director not less than thirty (30) days before the 90-day deadline. The request must set forth the reasons an extension is needed and provide a specific date when the report will be requested, or contact will be initiated.~~

~~Members may submit a written request for an extension to certify compliance with the requirements for these reports in the manner and by the deadline established by the Executive Director pursuant to subsection (d).~~

~~Deceased and Duplicates Reports:~~

~~Members may submit a written request for a reasonable extension to request or act on voter records identified in an initial Deceased or Duplicates Report. The request must be submitted to the Executive Director not less than (30) days before the 12-month deadline to request the report, or thirty (30) days before the deadline to act on the report. The request must set forth the reasons an extension is needed and provide a specific date when the report will be requested, or action will be completed.~~

~~Members may submit a written request for a reasonable extension to act on a subsequent Deceased or Duplicates Report. The request must be submitted to the Executive Director not less than thirty (30) days before the 90-day deadline. The request must set forth the reasons an extension is~~

EXHIBIT A

~~needed and provide a specific date when action will be completed.~~

~~Members may submit a written request for an extension to certify compliance with the requirements for these reports in the manner and by the deadline established by the Executive Director pursuant to subsection (d).~~

~~F. Voter Participation Reports.~~

~~F.~~

~~Members may submit a written request for a reasonable extension to complete its internal investigations arising from possible cases of illegal voting identified in a Voter Participation Report. The request must be submitted to the Executive Director not less than fifteen (15) days prior to the applicable deadline. The request must set forth the reasons for the extension request and provide a specific date when the internal investigations will be completed.~~

~~G.~~

~~Members may submit a written request for an extension to certify compliance with the requirements for this report in the manner and by the deadline established by the Executive Director pursuant to subsection (d).~~

~~H.~~

~~The Executive Director has sole discretion on whether to grant an extension under this subsection or proceed to the applicable Member removal provisions in subsection (f). The Executive Director will inform the Executive Committee of all extension requests submitted pursuant to this section.~~

~~I.~~

~~Failure to request and complete action on reports.~~

~~J.~~

~~The Executive Director must notify, or cause to be notified, in writing, a Member who appears to be at risk of missing a deadline to request its initial Cross-State Movers, In-State Movers, Duplicates, Deceased, Eligible but Unregistered, or Voter Participation Report. A Member who fails to request, act on, or certify any initial report by the applicable deadline, and who fails to request an extension on any of these requirements as provided in subsection (e), is automatically removed from ERIC Membership.~~

~~K.~~

~~A Member who fails to act on or certify any of their subsequent ERIC Reports by the applicable deadlines, and who fails to request~~

EXHIBIT A

~~an extension as provided in subsection (e), may be suspended from receiving additional ERIC Reports. Whether to suspend access to additional reports, and the duration of such suspension, is in the sole discretion of the Executive Director. The Executive Director shall take into account the circumstances of the failure to complete the required action and failure to request an extension, including whether the Member appeared to otherwise be acting in good faith to comply with the applicable requirements. The Executive Director will inform the Executive Committee of any actions taken pursuant to this subsection.~~

~~E.—~~

~~D. Voter Participation Reports.~~

~~5.1.~~ ERIC recognizes that the appearance of illegal voting, allegations of illegal voting, and actual illegal voting undermines public confidence in the electoral process and election outcomes. ERIC can be a tool to identify potentially illegal votes and refer them to Members for further investigation consistent with each state’s laws. For the purposes of this Agreement, “illegal votes” means votes cast by an individual who may have voted more than once in the Member jurisdiction at the same election, voted in more than one Member jurisdiction at the same election, or voted on behalf of a deceased voter within the Member jurisdiction.

~~5.2.~~ ~~E~~After completing an initial Voter Participation Report, eligible Members may request Voter Participation Reports following each Federal General Election as provided in subsection (c). An eligible Member is not required to request this report ~~after they have requested and acted on their initial Voter Participation Report.~~

~~5.3.~~ To receive the Voter Participation Report, Members must submit a written request to the Executive Director at least 30 calendar days before the applicable election. In the written request, the Member must: (1) specify the election for which it requests data identifying voters who appear to have cast improper votes, (2) affirm that it will submit to ERIC voting history data for the applicable election in a manner consistent with how voter files and motor vehicle records are submitted to ERIC, (3) affirm that it will accept the requested data from ERIC, (4) affirm that it will complete a reasonable internal investigation of any possible improper votes before publicly releasing information about the data, and (5) affirm that it can protect the confidentiality of the Voter Participation Report, either by state law or administrative rule, until the internal investigation is complete and the findings are turned over to law enforcement.

EXHIBIT A

~~Any Member unable to provide the affirmation required in e(5) is deemed ineligible to receive the Voter Participation Report and must submit to the Executive Director a written explanation of why the Member cannot provide the affirmation in e(5). Members deemed ineligible to receive this report, or who do not request the report, are not required to submit voting history data for use in preparing Voter Participation Reports.~~

~~5.4.~~ A Member who requests a Voter Participation Report must submit to ERIC the required voting history data no later than 90 days from the date the Member certifies the applicable Federal General Election pursuant to the Member's state law. In consultation with the Executive Director, the Member may request a deadline extension to accommodate a recount(s) or other post-election activity required by state law that will prevent the member from providing the voting history data by the 90-day deadline.

5. A Member who requests a Voter Participation Report ~~must refer all findings of credible cases of illegal voting to the appropriate law enforcement authorities, as designated by the Member's state law~~ should make all reasonable efforts to complete the investigative process, no later than December 31 of the calendar year following the applicable Federal General Election or 180 days after the Member receives its final Voter Participation Report, whichever is later.

~~6.5.~~ 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.

~~7.6.~~ 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 C.

~~8.7.~~ 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.

EXHIBIT A

- ~~9~~.8. 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
- ~~10~~.9. 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.
- ~~11~~.10. 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 a majority vote of the entire Membership. 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.
- ~~12~~.11. 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.
- ~~13~~.12. 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.
- ~~14~~.13. 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.
- ~~15~~.14. 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. This Agreement may be executed using electronic signatures.
- ~~16~~.15. 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.

EXHIBIT A

~~17.16.~~ Headings and Subsections. Section headings are provided for reference and do not constitute part of this Agreement.

~~18.17.~~ 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:

Name:
Title: ERIC Executive Director
Address:
Phone:
Email:

[MEMBER]

By: _____
Name: _____
Title: _____
Date: _____

Notice Details:

With a copy to (optional):

Name:	Name:
Title:	Title:
Address:	Address:
Phone:	Phone:
Email:	Email:

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
7. Current record status
8. Phone number
9. E-mail address or other electronic contact method

Exhibit C

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).

From: Hamlin, Shane
Sent: Monday, March 6, 2023 9:03 AM AKST
To: Hamlin, Shane
CC: Haas, Ericka; Whitt, Sarah
Subject: OH SOS Letter to the ERIC Board of Directors
Attachments: Letter re ERIC Reforms to ERIC Bylaws and Membership Agreement.pdf

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

****Sent to the ERIC Board of Directors and Secondary Points of Contact****

Directors,

Please find attached a letter addressed to all of us from Ohio Sec. of State LaRose.

I'm happy to field any questions you may have, but Mandi Grandjean is obviously better positioned to respond to questions specific to the letter.

Thanks,

-Shane

Shane Hamlin | Executive Director
ERIC | Electronic Registration Information Center
1201 Connecticut Ave NW, Suite 600
Washington, DC 20036
(202) 695-3464

www.ericstates.org



Via Electronic Mail

March 6, 2023

Mr. Shane Hamlin
Executive Director, Electronic Registration Information Center (ERIC)
1201 Connecticut Ave., NW, Suite 600
Washington, D.C. 20036

Re: Reforms to ERIC Bylaws & Membership Agreement

Dear Mr. Hamlin and ERIC Board Members:

Ohio joined ERIC in 2016, prior to the start of my administration. Since then, I've found this collaborative partnership between member states to be the only advanced election integrity resource of its kind. Ohio's participation in ERIC has helped to identify hundreds of cases of apparent voter fraud that have been referred for investigation and potential prosecution. Each of these cases of wrongdoing, if accurate, represent the potential to alter or spoil local, state, and even federal elections impacting thousands of Ohioans, particularly in close contests. The value that our ERIC membership provides in fulling my duty to investigate, as state law requires, "the administration of election laws, frauds, and irregularities" has been tangible.

That's not to say ERIC is without its flaws. From its inception, the organization has maintained questionable ties to ex-officio board members with highly partisan reputations. While most member states tolerated this association, the ongoing presence and influence of these polarizing figures has become a distraction, if not a deterrent, to long-overdue reforms to ERIC's governing documents. As a result, several member states have already left the organization, and others are considering that step pending the outcome of another vote on the proposed reforms at ERIC's March 17, 2023 meeting.

Eight months ago, Ohio convened a bipartisan working group of ERIC board members to address legitimate concerns expressed by dues-paying members, including membership requirements, operational and financial integrity, and bipartisan oversight. Unfortunately, the working group's previously unanimous recommendations were stifled at the February 19, 2023 meeting by an ex-officio board member's aggressive lobbying campaign. ERIC board members participating in that meeting have since expressed dismay that the rushed and chaotic vote taken at the conclusion of the meeting did not comply with the rules of order and may therefore be illegitimate. Sadly, this outcome only reinforces the concerns dues-paying members have raised and exacerbates the rapidly degrading public view of the organization. The working group's proposals would have addressed and sought to remedy these alarms.

I have been a hopeful advocate for the value of ERIC and a champion for the reforms I and others believe could save it, but the organization's obstinance may be its demise. As I write this letter, at least six of my colleagues are considering a withdrawal from ERIC. The immediate action of the ERIC board at its March 17 meeting can potentially salvage their participation and ours, but ONLY if the proposed reforms win the approval the board. These include:

1. Amending the bylaws to explicitly state that ERIC's membership should only consist of member states, who answer to the voters and taxpayers they represent,
2. Removing ex-officio membership positions from ERIC's bylaws, and
3. Permitting member states to utilize ERIC's data-sharing services "a la carte," in the manner which they believe best serves their local interests. For example, members should not be forced to meet specific requirements, such as Eligible but Unregistered voter mailings or cross-state fraud analysis, if they do not deem those actions necessary or relevant to the needs of their respective states.

Other reforms are needed to improve ERIC's reputation and accountability, but these fundamental changes must take place at the March 17 meeting to prevent any further erosion of support. I want to emphatically state that Ohio remains in constant discussion with fellow member states about the future of ERIC, and I will not accept the status quo as an outcome of the next meeting. Anything short of the reforms mentioned above will result in action up to an including our withdrawal from membership. I implore you to do the right thing.

Yours in service,



Frank LaRose
Ohio Secretary of State

From: Hamlin, Shane
Sent: Monday, March 6, 2023 9:52 AM AKST
To: Hamlin, Shane
CC: Haas, Ericka; Whitt, Sarah
Subject: FL, MO, and WV resign from ERIC
Importance: High

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

**** Sent to the ERIC Board of Directors and Secondary Points of Contact****

Members,

I'm reaching out to inform you that Florida, Missouri, and West Virginia resigned from ERIC today. Each state submitted the notice of resignation required in Sec. 7 of ERIC's bylaws. Obviously, this is deeply disappointing.

My response to the media will be as follows:

"ERIC will follow our Bylaws and Membership Agreement regarding any member's request to resign membership. We will continue our work on behalf of our remaining member states in improving the accuracy of America's voter rolls and increasing access to voter registration for all eligible citizens." [Background: Article II, Section 7](#) of ERIC's Bylaws specifically addresses resignation. Additionally, I would encourage you to review our "[Frequently Asked Questions](#)" for more information."

Even as we process this news, we have a lot of important work ahead of us. The ERIC team remains focused on supporting your efforts to make the best use of your ERIC membership.

As always, I'm here if you have any questions.

Thank you,

-Shane

Shane Hamlin | Executive Director
ERIC | Electronic Registration Information Center
1201 Connecticut Ave NW, Suite 600
Washington, DC 20036
(202) 695-3464

www.ericstates.org

Subject: ERIC Board of Directors Meeting (Member & Director Votes Expected)
Start: Friday, March 17, 2023 8:00 AM AKDT
End: Friday, March 17, 2023 11:00 AM AKDT
Location: <https://us02web.zoom.us/j/84907037382?pwd=ZXI4cDByUk9pNHhXYUZJWFNQeFIGQT09>
Show Time As: Tentative
Organizer: Hamlin, Shane
Attendees: Hamlin, Shane, Albence, Anthony (DE), Beals, Susan (VA), Becker, David, Brater, Jonathan (MI), Bromley, Ted (CT), Burhans, Heidi (IA), Choate, Judd (CO), Connor, Colleen (AZ), Cowley, Ryan (UT), Evans, Blake (GA), Evans, Monica (DC), Grandjean, Mandi (OH), Holmes, Stuart (WA), Ingram, Keith (TX), Knapp, Howard (SC), Lamone, Linda (MD), Maeda, David (MN), Marks, Jonathan (PA), Matthews, Bernadette (IL), Matthews, Maria (FL), Packard, Melissa (ME), Peters, Chrissy (MO), Rock, Rob (RI), Sellers, Karen (KY), Senning, Will (VT), Tassinari, Michelle (MA), Vigil, Mandy (NM), Westfall, Brittany (WV), Wlaschin, Mark (NV), Wolfe, Meagan (WI), Woon, Molly (OR), Zyriek, Lauren (NJ), Placencia, Kathy (RI), Beecher, Carol L (GOV), Whitt, Sarah, Haas, Ericka, Bjornlund, Lori (VT), Brown, Taylor (KY), Burrows, Stacy (DC), Dorsey, Melissa (MD), Fedak, Greg (OH), Flynn, Julie (ME), Giampola, Brittany (NJ), Hale, Wade (NJ), Harris, Jesse (GA), Hart, Kristi (TX), Hobday, Jeff (OH), Kehoe, Robert (WI), Kelly, Amy (IL), Kersey, Donald (WV), Kirk, Jeremy (IL), Leach, Brian (SC), Mahaney, Stacy (MO), McBurney, Gregory (RI), McElyea, Staci (NV), Mitchell, Mark (UT), Modrow, Janet (FL), Morales, Yolanda (AZ), Paradise, Brett (MD), Scott, Luke (OH), Sink, Tammy (VT), Spikula, Deanna (NV), Thompson, Michaela R (GOV), Stecklein, Vicky (CO), Steffen, Sally, Strother, Julie (MN), Stroud, Terri (DC), Swanger, Zane (PA), Thompson, Carol A (GOV), Tlachac, Matthew (OH), Vincent, Trish (MO), Vitcenda, Jodi (WI), Whitmire, Chris (SC)

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Hello,

As approved by the Board, the ERIC Board of Directors will convene on March 17 for the purposes of a final discussion and Membership vote on the proposed amendments to ERIC's Membership Agreement. Additionally, as also approved by the Board, the Board of Directors will vote on whether to reappoint David Becker to a non-voting seat on the Board at this same meeting. Zoom details are below.

Changes to ERIC's Membership Agreement require a 4/5 vote – it is imperative all members participate in this meeting and are prepared to discuss and vote on the proposed amendments. Please do all that you can to call in. Proxy votes are allowed for the amendments, but designated proxies need to be fully briefed and understand what's at stake.

Stay tuned for invitations to open-mic briefing sessions that will occur before the March 17 meeting.

Thanks.

-Shane

Join Zoom Meeting

<https://us02web.zoom.us/j/84907037382?pwd=ZXI4cDByUk9pNHhXYUZJWFNQeFIGQT09>

Meeting ID: 849 0703 7382

Passcode: 071558

One tap mobile

+12532050468,,84907037382# US

+12532158782,,84907037382# US (Tacoma)

Dial by your location

- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 669 900 6833 US (San Jose)
- +1 719 359 4580 US
- +1 346 248 7799 US (Houston)
- +1 408 638 0968 US (San Jose)
- +1 669 444 9171 US
- +1 646 931 3860 US
- +1 689 278 1000 US
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 646 876 9923 US (New York)

Meeting ID: 849 0703 7382

Find your local number: <https://us02web.zoom.us/j/kdJc0BQ1EP>

From: Thompson, Michaela R (GOV)
Sent: Tuesday, March 7, 2023 8:02 AM AKST
To: Niven, Steven C (GOV); Thompson, Carol A (GOV)
Subject: RE: ERIC - CNN content share

Yup we're aware.

From: Niven, Steven C (GOV) <steven.niven@alaska.gov>
Sent: Tuesday, March 7, 2023 7:48 AM
To: Thompson, Michaela R (GOV) <michaela.thompson@alaska.gov>; Thompson, Carol A (GOV) <carol.thompson@alaska.gov>
Subject: ERIC - CNN content share

Are you aware of this?

Check out this article:

<https://www.cnn.com/2023/03/06/politics/florida-west-virginia-missouri-withdraw-eric>


Steven

From: Thompson, Carol A (GOV)
Sent: Tuesday, March 7, 2023 8:11 AM AKST
To: Thompson, Michaela R (GOV); Niven, Steven C (GOV)
Subject: RE: ERIC - CNN content share

Yeppers, heard all about it. It was in the ADN too.

Carol A. Thompson
Division Operations Manager
State of Alaska, Division of Elections

North Fork Professional Building
1700 E. Bogard Road, Suite B 102
Wasilla, AK 99654-6565

 907-373-8952

 carol.thompson@alaska.gov

 www.elections.alaska.gov

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From: Thompson, Michaela R (GOV) <michaela.thompson@alaska.gov>
Sent: Tuesday, March 7, 2023 8:03 AM
To: Niven, Steven C (GOV) <steven.niven@alaska.gov>; Thompson, Carol A (GOV) <carol.thompson@alaska.gov>
Subject: RE: ERIC - CNN content share

Yup we're aware.

From: Niven, Steven C (GOV) <steven.niven@alaska.gov>
Sent: Tuesday, March 7, 2023 7:48 AM
To: Thompson, Michaela R (GOV) <michaela.thompson@alaska.gov>; Thompson, Carol A (GOV) <carol.thompson@alaska.gov>
Subject: ERIC - CNN content share

Are you aware of this?

Check out this article:

<https://www.cnn.com/2023/03/06/politics/florida-west-virginia-missouri-withdraw-eric>

Steven

From: Elections, Division of (GOV sponsored)
Sent: Tuesday, March 7, 2023 8:12 AM AKST
To: Beecher, Carol L (GOV)
Subject: FW: General Voting Equipment

Good morning Carol,
Please let me know how you would like me to respond to the questions from Mr. Merwin.

Director's Office | Division of Elections
240 Main St., Suite 400
Juneau, AK 99801
Phone: 907.465.4611
www.elections.alaska.gov



From: merwin1 [REDACTED]
Sent: Monday, March 6, 2023 10:33 AM
To: McDowell, Kaitlyn M (GOV) <kaitlyn.mcdowell@alaska.gov>
Subject: RE: General Voting Equipment

Kaitlyn, Thanks, my next question is what is the process for signature verification for mail in voting and witness verification? What is the legal process for changing those two requirements? As to signature verification what is the training requirement for the personnel making that decision? Are these people/machines certified to make handwriting analysis testimony in a criminal court? Post 2020 have there been any changes back to the pre-2020 voting rules regarding witness verification? Finally, what is the state law regarding ballot counting observers?
Dave

Sent with [Proton Mail](#) secure email.

----- Original Message -----

On Monday, March 6th, 2023 at 9:41 AM, McDowell, Kaitlyn M (GOV) <kaitlyn.mcdowell@alaska.gov> wrote:

Good morning Mr. David Merwin,

The Division of Elections conducts an annual list maintenance process as prescribed by Federal and State law.

This is our annual list maintenance process which is authorized by [Alaska Statutes Title 15. Elections § 15.07.130](#). List maintenance is a requirement of [The National Voter Registration Act Of 1993 \(NVRA\)](#) and the state's process follows what is outlined in the NVRA. The list maintenance statute was passed in 1998. Voters cannot be removed from the voter list simply for not voting.

The state's list maintenance process is a two-step process

Step 1.

No less frequently than January of each calendar, the division reviews the statewide voter registration list and sends a notice (sent by nonforwardable mail) requesting address confirmation or correction to each voter

1. Whose mail from the division has been returned to the division in the two years immediately preceding the review
2. Who has not contacted the division in the two years immediately preceding the review; or
3. Who has not voted or appears to vote in the two general elections immediately preceding review

Step 2.

If the first notice sent is returned undeliverable and the voter has not, within the preceding four calendar years, contacted the division and has neither voted nor appeared to vote in a local, regional school board, primary, special or general election during the last four calendar years. The division is required to send a second notice (sent by forwardable mail) to these voters last known address. This notice is to advise the voter that their registration will be inactivated unless the voter responds to the notice no later than 45 days after the date the notice was sent.

A voter whose record has been inactivated will be canceled and removed from the registration database after the second general election that occurs after the registration becomes inactive if the voter does not contact the division or vote or appear to vote.

Thank you,

Kaitlyn McDowell, Executive Assistant
Office of Lieutenant Governor Nancy Dahlstrom
PO Box 110015 Juneau, AK 99811
Office 907.465.3520
kaitlyn.mcdowell@alaska.gov

From: merwin1 <[REDACTED]>
Sent: Friday, March 3, 2023 3:54 PM
To: McDowell, Kaitlyn M (GOV) <kaitlyn.mcdowell@alaska.gov>
Subject: Re: General Voting Equipment

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Please send me the law or a link to the federal law that entails such a cumbersome and time wasting process. How is LA county able to clear 1.2 million and we cannot remove known duplicates?

Dave

Sent with [Proton Mail](#) secure email.

----- Original Message -----

On Friday, March 3rd, 2023 at 3:10 PM, McDowell, Kaitlyn M (GOV) <kaitlyn.mcdowell@alaska.gov> wrote:

Greetings Mr. David Merwin,

Thank you for your email regarding elections. Lt. Governor Dahlstrom appreciates you taking the time to reach out. The Lt. Governor is committed to overseeing fair and honest elections in the State of Alaska which includes ensuring one person has only one vote. The Division of Elections conducts all state elections in accordance with state law (Alaska Statute Title 15).

There continues to be misinformation about Alaska's Dominion equipment. Alaska utilizes ballot tabulators that are not connected to the internet and simply count the voter paper ballots. The ballot tabulation system used in Alaska to count ballots is federally certified by the Election Assistance Commission and is thoroughly tested for logic and accuracy prior to each election by the bi-partisan State Review Board, bi-partisan Regional Counting Board, and finally accepted by the bi-partisan Precinct Election Board. Any units that do not pass the review boards or otherwise prove to be functioning improperly are sent to the vendor for repair. Upon return, the units are tested and put before the review boards again.

The state found no examples of widespread fraud or intentional misconduct in any of the elections. If you do have evidence of someone committing voter fraud in Alaska, please submit it to our office and/or the Department of Law.

The Division of Elections conducts continual voter list maintenance as Federal and State laws prescribe. Once a voter is on the list, removing a non-voter takes about four to five years – this is Federal Law. The Division works to keep the voter rolls as accurate as possible while abiding by these laws. The state participates in the Electronic Registration Information Center (ERIC) which allows the state to send quarterly mailings to voters identified as being registered to vote in another state. The division also removes deceased voters on an ongoing basis, relying on information from ERIC, the state registrar, and other sources.

Alaska has been a member of ERIC since 2016. In 2016, the Alaska State Legislature passed legislation which authorized the state to release voter registration records to another state or organized groups of states for the purpose of ensuring the accuracy of the state's voter registration list.

ERIC membership improves the accuracy of a state's voter files. Since joining, Alaska has performed the following:

- 1,452 deceased voters removed
- 75,131 notices sent to voters who moved to another state
- 38,608 notices sent to voters who moved within the state
- 247 in-state duplicate voter registrations

As these numbers indicate, ERIC is an effective tool for ensuring the integrity of a state's voter rolls.

I encourage you to reach out to your [Senator](#) and [Representative](#) if you would like to see changes to any of the laws previously mentioned.

Please contact our office if you have any further questions.

Thank you,


Kaitlyn McDowell, Executive Assistant
Office of Lieutenant Governor Nancy Dahlstrom
PO Box 110015 Juneau, AK 99811
Office 907.465.3520
kaitlyn.mcdowell@alaska.gov

From: Thompson, Carol A (GOV)
Sent: Tuesday, March 7, 2023 8:16 AM AKST
To: Niven, Steven C (GOV); Thompson, Michaela R (GOV)
Subject: RE: ERIC - CNN content share

Thank you. I appreciate that.

Carol A. Thompson
Division Operations Manager
State of Alaska, Division of Elections

North Fork Professional Building
1700 E. Bogard Road, Suite B 102
Wasilla, AK 99654-6565

 907-373-8952

 carol.thompson@alaska.gov

 www.elections.alaska.gov

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From: Niven, Steven C (GOV) <steven.niven@alaska.gov>
Sent: Tuesday, March 7, 2023 8:15 AM
To: Thompson, Carol A (GOV) <carol.thompson@alaska.gov>; Thompson, Michaela R (GOV) <michaela.thompson@alaska.gov>
Subject: RE: ERIC - CNN content share

Ok. Heard it while driving home yesterday and just wanted to put it out there.

From: Thompson, Carol A (GOV) <carol.thompson@alaska.gov>
Sent: Tuesday, March 7, 2023 8:12 AM
To: Thompson, Michaela R (GOV) <michaela.thompson@alaska.gov>; Niven, Steven C (GOV) <steven.niven@alaska.gov>
Subject: RE: ERIC - CNN content share

Yeppers, heard all about it. It was in the ADN too.

Carol A. Thompson
Division Operations Manager
State of Alaska, Division of Elections

North Fork Professional Building
1700 E. Bogard Road, Suite B 102
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From: Thompson, Michaela R (GOV) <michaela.thompson@alaska.gov>

Sent: Tuesday, March 7, 2023 8:03 AM

To: Niven, Steven C (GOV) <steven.niven@alaska.gov>; Thompson, Carol A (GOV) <carol.thompson@alaska.gov>

Subject: RE: ERIC - CNN content share

Yup we're aware.

From: Niven, Steven C (GOV) <steven.niven@alaska.gov>

Sent: Tuesday, March 7, 2023 7:48 AM

To: Thompson, Michaela R (GOV) <michaela.thompson@alaska.gov>; Thompson, Carol A (GOV) <carol.thompson@alaska.gov>

Subject: ERIC - CNN content share

Are you aware of this?

Check out this article:

<https://www.cnn.com/2023/03/06/politics/florida-west-virginia-missouri-withdraw-eric>

Steven

From: [REDACTED]
Sent: Tuesday, March 7, 2023 8:34 AM AKST
To: Beecher, Carol L (GOV)
CC: Forrest, Sharon A (GOV); Jackson, Brian M (GOV); Thompson, Carol A (GOV); Montemayor, Tiffany (GOV); MEDIA, GOV ELEC (GOV sponsored)
Subject: ERIC

You don't often get email from pbg333@gci.net. [Learn why this is important](#)

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Dear Ms Beecher,

I am writing you as an Alaska citizen, who cares deeply about the sanctity of our elections, to withdraw from ERIC as other states have begun to do. The system was founded with questionable intentions and does not accomplish what its supposed to do. Many states are beginning to realize the dangers of this system. Please look into this and do the right thing for Alaska. I am very concerned.

Patricia Baum, Anchorage, AK.

<https://thefederalist.com/2022/08/11/democratic-operatives-control-voter-rolls-in-31-states-report-shows/>



FOR IMMEDIATE RELEASE
March 6, 2023

CONTACT: Mark Ard
850-245-6529
Mark.Ard@DOS.MyFlorida.com

Florida Withdraws From Electronic Registration Information Center (ERIC) Amid Concerns About Data Privacy and Blatant Partisanship

TALLAHASSEE, FLA. — Today, Florida Secretary of State Cord Byrd notified the Electronic Registration Information Center, Inc. (ERIC), that Florida is terminating its ERIC Membership. Today's announcement follows efforts led by Florida over the past year to reform ERIC through attempts to secure data and eliminate ERIC's partisan tendencies, all of which were rejected. Withdrawing from ERIC will ensure the data privacy of Florida voters is protected. Florida is joined in withdrawing from ERIC Membership today by the states of Missouri and West Virginia.

"As Secretary of State, I have an obligation to protect the personal information of Florida's citizens, which the ERIC agreement requires us to share," said Secretary of State, Cord Byrd. **"Florida has tried to back reforms to increase protections, but these protections were refused. Therefore, we have lost confidence in ERIC."**

Subject: FW: ERIC Board of Directors Meeting (Member & Director Votes Expected)
Start: Friday, March 17, 2023 8:00 AM AKDT
End: Friday, March 17, 2023 11:00 AM AKDT
Location: <https://us02web.zoom.us/j/84907037382?pwd=ZXI4cDByUk9pNHhXYUZJWFNQeFIGQT09>
Show Time As: Tentative
Organizer: Hamlin, Shane
Attendees: Hamlin, Shane, Burhans, Heidi (IA), Choate, Judd (CO), Connor, Colleen (AZ), Evans, Blake (GA), Evans, Monica (DC), Maeda, David (MN), Tassinari, Michelle (MA), Vigil, Mandy (NM), Beecher, Carol L (GOV), Albence, Anthony (DE), Beals, Susan (VA), Becker, David, Brater, Jonathan (MI), Bromley, Ted (CT), Cowley, Ryan (UT), Grandjean, Mandi (OH), Holmes, Stuart (WA), Ingram, Keith (TX), Knapp, Howard (SC), Lamone, Linda (MD), Marks, Jonathan (PA), Matthews, Bernadette (IL), Matthews, Maria (FL), Packard, Melissa (ME), Peters, Chrissy (MO), Rock, Rob (RI), Sellers, Karen (KY), Senning, Will (VT), Westfall, Brittany (WV), Wlaschin, Mark (NV), Wolfe, Meagan (WI), Woon, Molly (OR), Zyriek, Lauren (NJ), Placencia, Kathy (RI), Whitt, Sarah, Haas, Ericka, Bjornlund, Lori (VT), Brown, Taylor (KY), Burrows, Stacy (DC), Dorsey, Melissa (MD), Fedak, Greg (OH), Flynn, Julie (ME), Giampola, Brittany (NJ), Hale, Wade (NJ), Harris, Jesse (GA), Hart, Kristi (TX), Hobday, Jeff (OH), Kehoe, Robert (WI), Kelly, Amy (IL), Kersey, Donald (WV), Kirk, Jeremy (IL), Leach, Brian (SC), Mahaney, Stacy (MO), McBurney, Gregory (RI), McElyea, Staci (NV), Mitchell, Mark (UT), Modrow, Janet (FL), Morales, Yolanda (AZ), Paradise, Brett (MD), Scott, Luke (OH), Sink, Tammy (VT), Spikula, Deanna (NV), Thompson, Michaela R (GOV), Stecklein, Vicky (CO), Steffen, Sally, Strother, Julie (MN), Stroud, Terri (DC), Swanger, Zane (PA), Thompson, Carol A (GOV), Tlachac, Matthew (OH), Vincent, Trish (MO), Vitcenda, Jodi (WI), Whitmire, Chris (SC)

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Hello,

Resending the meeting invitation for the upcoming March 17 ERIB Board of Directors meeting. I suspect most or all of you plan to attend, but it is important I have confirmed RSVPs because we are planning to take critical votes on amendments to ERIC's Membership Agreement and an appointment to the board.

Thanks,
-Shane

-----Original Appointment-----

From: Hamlin, Shane

Sent: Tuesday, February 21, 2023 1:00 PM

To: Albence, Anthony (DE); Beals, Susan (VA); Becker, David; Brater, Jonathan (MI); Bromley, Ted (CT); Burhans, Heidi (IA); Choate, Judd (CO); Connor, Colleen (AZ); Cowley, Ryan (UT); Evans, Blake (GA); Evans, Monica (DC); Grandjean, Mandi (OH); Holmes, Stuart (WA); Ingram, Keith (TX); Knapp, Howard (SC); Lamone, Linda (MD); Maeda, David (MN); Marks, Jonathan (PA); Matthews, Bernadette (IL); Matthews, Maria (FL); Packard, Melissa (ME); Peters, Chrissy (MO); Rock, Rob (RI); Sellers, Karen (KY); Senning, Will (VT); Tassinari, Michelle (MA); Vigil, Mandy (NM); Westfall, Brittany (WV); Wlaschin, Mark (NV); Wolfe, Meagan (WI); Woon, Molly (OR); Zyriek, Lauren (NJ); Placencia, Kathy (RI); carol.beecher@alaska.gov; Whitt, Sarah; Haas, Ericka

Cc: Bjornlund, Lori (VT); Brown, Taylor (KY); Burrows, Stacy (DC); Dorsey, Melissa (MD); Fedak, Greg (OH); Flynn, Julie (ME); Giampola, Brittany (NJ); Hale, Wade (NJ); Harris, Jesse (GA); Hart, Kristi (TX); Hobday, Jeff (OH); Kehoe, Robert (WI); Kelly, Amy (IL); Kersey, Donald (WV); Kirk, Jeremy (IL); Leach, Brian (SC); Mahaney, Stacy (MO); McBurney, Gregory (RI); McElyea, Staci (NV); Mitchell, Mark (UT); Modrow, Janet (FL); Morales, Yolanda (AZ); Paradise, Brett (MD); Scott, Luke (OH); Sink, Tammy (VT); Spikula, Deanna (NV); Thompson, Michaela (AK); Stecklein, Vicky (CO); Steffen, Sally; Strother, Julie (MN); Stroud, Terri (DC); Swanger, Zane (PA); Thompson, Carol (AK); Tlachac, Matthew (OH); Vincent,

Trish (MO); Vitcenda, Jodi (WI); Whitmire, Chris (SC)

Subject: ERIC Board of Directors Meeting (Member & Director Votes Expected)

When: Friday, March 17, 2023 9:00 AM-12:00 PM (UTC-08:00) Pacific Time (US & Canada).

Where: <https://us02web.zoom.us/j/84907037382?pwd=ZXI4cDByUk9pNHhXYUZJWFNQeFIGQT09>

Importance: High

Hello,

As approved by the Board, the ERIC Board of Directors will convene on March 17 for the purposes of a final discussion and Membership vote on the proposed amendments to ERIC's Membership Agreement. Additionally, as also approved by the Board, the Board of Directors will vote on whether to reappoint David Becker to a non-voting seat on the Board at this same meeting. Zoom details are below.

Changes to ERIC's Membership Agreement require a 4/5 vote – it is imperative all members participate in this meeting and are prepared to discuss and vote on the proposed amendments. Please do all that you can to call in. Proxy votes are allowed for the amendments, but designated proxies need to be fully briefed and understand what's at stake.

Stay tuned for invitations to open-mic briefing sessions that will occur before the March 17 meeting.

Thanks.

-Shane

Join Zoom Meeting

<https://us02web.zoom.us/j/84907037382?pwd=ZXI4cDByUk9pNHhXYUZJWFNQeFIGQT09>

Meeting ID: 849 0703 7382

Passcode: 071558

One tap mobile

+12532050468,,84907037382# US

+12532158782,,84907037382# US (Tacoma)

Dial by your location

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 669 900 6833 US (San Jose)

+1 719 359 4580 US

+1 346 248 7799 US (Houston)

+1 408 638 0968 US (San Jose)

+1 669 444 9171 US

+1 646 931 3860 US

+1 689 278 1000 US

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 309 205 3325 US
+1 312 626 6799 US (Chicago)
+1 360 209 5623 US
+1 386 347 5053 US
+1 507 473 4847 US
+1 564 217 2000 US
+1 646 876 9923 US (New York)

Meeting ID: 849 0703 7382

Find your local number: <https://us02web.zoom.us/j/84907037382>

From: Jackson, Brian M (GOV)
Sent: Wednesday, March 8, 2023 8:03 AM AKST
To: Elections, Division of (GOV sponsored)
Subject: RE: General Voting Equipment

They would contact their legislator to change the laws for signature verification, when and if we were tasked with this then there would be some process to train workers on this. They could check with MOA and inquire as to how they obtained training for verifications. As far as watchers go, please see AS 15.10.170.

From: Elections, Division of (GOV sponsored) <elections@alaska.gov>
Sent: Wednesday, March 8, 2023 7:56 AM
To: Jackson, Brian M (GOV) <brian.jackson@alaska.gov>
Subject: FW: General Voting Equipment

Do you know the answers to the questions below?

Director's Office | Division of Elections
240 Main St., Suite 400
Juneau, AK 99801
Phone: 907.465.4611
www.elections.alaska.gov



From: merwin1 <[REDACTED]>
Sent: Monday, March 6, 2023 10:33 AM
To: McDowell, Kaitlyn M (GOV) <kaitlyn.mcdowell@alaska.gov>
Subject: RE: General Voting Equipment

Kaitlyn, Thanks, my next question is what is the process for signature verification for mail in voting and witness verification? What is the legal process for changing those two requirements? As to signature verification what is the training requirement for the personnel making that decision? Are these people/machines certified to make handwriting analysis testimony in a criminal court? Post 2020 have there been any changes back to the pre-2020 voting rules regarding witness verification? Finally, what is the state law regarding ballot counting observers?
Dave

Sent with [Proton Mail](#) secure email.

----- Original Message -----

On Monday, March 6th, 2023 at 9:41 AM, McDowell, Kaitlyn M (GOV) <kaitlyn.mcdowell@alaska.gov> wrote:

Good morning Mr. David Merwin,

The Division of Elections conducts an annual list maintenance process as prescribed by Federal and State law.

This is our annual list maintenance process which is authorized by [Alaska Statutes Title 15. Elections § 15.07.130](#). List maintenance is a requirement of [The National Voter Registration Act Of 1993 \(NVRA\)](#) and the state's process follows what is outlined in the NVRA. The list maintenance statute was passed in 1998. Voters cannot be removed from the voter list simply for not voting.

The state's list maintenance process is a two-step process

Step 1.

No less frequently than January of each calendar, the division reviews the statewide voter registration list and sends a notice (sent by nonforwardable mail) requesting address confirmation or correction to each voter

1. Whose mail from the division has been returned to the division in the two years immediately preceding the review
2. Who has not contacted the division in the two years immediately preceding the review; or
3. Who has not voted or appears to vote in the two general elections immediately preceding review

Step 2.

If the first notice sent is returned undeliverable and the voter has not, within the preceding four calendar years, contacted the division and has neither voted nor appeared to vote in a local, regional school board, primary, special or general election during the last four calendar years. The division is required to send a second notice (sent by forwardable mail) to these voters last known address. This notice is to advise the voter that their registration will be inactivated unless the voter responds to the notice no later than 45 days after the date the notice was sent.

A voter whose record has been inactivated will be canceled and removed from the registration database after the second general election that occurs after the registration becomes inactive if the voter does not contact the division or vote or appear to vote.

Thank you,

Kaitlyn McDowell, Executive Assistant
Office of Lieutenant Governor Nancy Dahlstrom

PO Box 110015 Juneau, AK 99811
Office 907.465.3520
kaitlyn.mcdowell@alaska.gov

From: merwin1 <[REDACTED]>
Sent: Friday, March 3, 2023 3:54 PM
To: McDowell, Kaitlyn M (GOV) <kaitlyn.mcdowell@alaska.gov>
Subject: Re: General Voting Equipment

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please send me the law or a link to the federal law that entails such a cumbersome and time wasting process. How is LA county able to clear 1.2 million and we cannot remove known duplicates?

Dave

Sent with [Proton Mail](#) secure email.

----- Original Message -----

On Friday, March 3rd, 2023 at 3:10 PM, McDowell, Kaitlyn M (GOV) <kaitlyn.mcdowell@alaska.gov> wrote:

Greetings Mr. David Merwin,

Thank you for your email regarding elections. Lt. Governor Dahlstrom appreciates you taking the time to reach out. The Lt. Governor is committed to overseeing fair and honest elections in the State of Alaska which includes ensuring one person has only one vote. The Division of Elections conducts all state elections in accordance with state law (Alaska Statute Title 15).

There continues to be misinformation about Alaska's Dominion equipment. Alaska utilizes ballot tabulators that are not connected to the internet and simply count the voter paper ballots. The ballot tabulation system used in Alaska to count ballots is federally certified by the Election Assistance Commission and is thoroughly tested for logic and accuracy prior to each election by the bi-partisan State Review Board, bi-partisan Regional Counting Board, and finally accepted by the bi-partisan Precinct Election Board. Any units that do not pass the review boards or otherwise prove to be functioning improperly are sent to the vendor for repair. Upon return, the units are tested and put before the review boards again.

The state found no examples of widespread fraud or intentional misconduct in any of the elections. If you do have evidence of someone committing voter fraud in Alaska, please submit it to our office and/or the Department of Law.

The Division of Elections conducts continual voter list maintenance as Federal and State laws prescribe. Once a voter is on the list, removing a non-voter takes about four to five years – this is Federal Law. The Division works to keep the voter rolls as accurate as possible while abiding by these laws. The state participates in the Electronic Registration Information Center (ERIC) which allows the state to send quarterly mailings to voters

identified as being registered to vote in another state. The division also removes deceased voters on an ongoing basis, relying on information from ERIC, the state registrar, and other sources.

Alaska has been a member of ERIC since 2016. In 2016, the Alaska State Legislature passed legislation which authorized the state to release voter registration records to another state or organized groups of states for the purpose of ensuring the accuracy of the state's voter registration list.

ERIC membership improves the accuracy of a state's voter files. Since joining, Alaska has performed the following:

- 1,452 deceased voters removed
- 75,131 notices sent to voters who moved to another state
- 38,608 notices sent to voters who moved within the state
- 247 in-state duplicate voter registrations

As these numbers indicate, ERIC is an effective tool for ensuring the integrity of a state's voter rolls.

I encourage you to reach out to your [Senator](#) and [Representative](#) if you would like to see changes to any of the laws previously mentioned.

Please contact our office if you have any further questions.

Thank you,

Kaitlyn McDowell, Executive Assistant
Office of Lieutenant Governor Nancy Dahlstrom
PO Box 110015 Juneau, AK 99811
Office 907.465.3520
kaitlyn.mcdowell@alaska.gov

From: Applebee, Josh M (GOV)
Sent: Wednesday, March 8, 2023 2:32 PM AKST
To: Beecher, Carol L (GOV); Dahlstrom, LT. Governor (GOV sponsored)
Subject: RE: Must Read AK- media

Looks like he didn't want to wait:

<https://mustreadalaska.com/three-more-republican-led-states-leave-eric-the-leftist-election-organization-with-ties-to-pew-charitable-soros/>

Josh

From: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Sent: Wednesday, March 8, 2023 8:54 AM
To: Applebee, Josh M (GOV) <josh.applebee@alaska.gov>; Dahlstrom, LT. Governor (GOV sponsored)
[REDACTED]
Subject: RE: Must Read AK- media

Sounds good. Thanks much,
cb

From: Applebee, Josh M (GOV) <josh.applebee@alaska.gov>
Sent: Wednesday, March 8, 2023 8:52 AM
To: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>; Dahlstrom, LT. Governor (GOV sponsored)
[REDACTED]
Subject: RE: Must Read AK- media

Yes, certainly for a little bit. Also, Gail would often send the drafted response before sending it out.
Thanks
Josh

From: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Sent: Wednesday, March 8, 2023 8:47 AM
To: Applebee, Josh M (GOV) <josh.applebee@alaska.gov>; Dahlstrom, LT. Governor (GOV sponsored)
[REDACTED]
Subject: RE: Must Read AK- media

Good Morning,

For media responses, how do you want this to flow? Tiffany (my PR Manager) and I can put together a response. Do you want these run by your office before we respond?

Thanks,
cb

From: Applebee, Josh M (GOV) <josh.applebee@alaska.gov>
Sent: Tuesday, March 7, 2023 8:32 PM
To: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>; Dahlstrom, LT. Governor (GOV sponsored) <[REDACTED]>
Subject: RE: Must Read AK- media

Lovely.

From: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Sent: Tuesday, March 7, 2023 7:33 PM
To: Dahlstrom, LT. Governor (GOV sponsored) <[REDACTED] BOI [REDACTED]>; Applebee, Josh M (GOV) <josh.applebee@alaska.gov>
Subject: Must Read AK- media

FYI-

Get [Outlook for iOS](#)

From: Dan Fagan <faganshow@gmail.com>
Sent: Tuesday, March 7, 2023 6:59:02 PM
To: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Subject: Request

[You don't often get email from faganshow@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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Carol,

It's Dan Fagan. I'm writing a story for Must Read Alaska. Could you contact me at 504-458-2542? I wanted to get a reaction from you on the three states announcing this week their ending ties with the Electronic Registration Information Center.

From: [REDACTED]
Sent: Thursday, March 9, 2023 10:59 AM AKST
To: Beecher, Carol L (GOV)
CC: Forrest, Sharon A (GOV); Jackson, Brian M (GOV); Thompson, Carol A (GOV); Montemayor, Tiffany (GOV); MEDIA, GOV ELEC (GOV sponsored)
Subject: RE: ERIC

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Ms. Beecher,

I hope you do the right thing. This subject was reported on by Must Read Alaska.

<https://mustreadalaska.com/three-more-republican-led-states-leave-eric-the-leftist-election-organization-with-ties-to-pew-charitable-soros/>

From: [REDACTED]
Sent: Tuesday, March 7, 2023 8:35 AM
To: 'carol.beecher@alaska.gov' <carol.beecher@alaska.gov>
Cc: 'sharon.forrest@alaska.gov' <sharon.forrest@alaska.gov>; 'brian.jackson@alaska.gov' <brian.jackson@alaska.gov>; 'carol.thompson@alaska.gov' <carol.thompson@alaska.gov>; 'tiffany.montemayor@alaska.gov' <tiffany.montemayor@alaska.gov>; 'GOV.elec.media@alaska.gov' <GOV.elec.media@alaska.gov>
Subject: ERIC

Dear Ms Beecher,

I am writing you as an Alaska citizen, who cares deeply about the sanctity of our elections, to withdraw from ERIC as other states have begun to do. The system was founded with questionable intentions and does not accomplish what its supposed to do. Many states are beginning to realize the dangers of this system. Please look into this and do the right thing for Alaska. I am very concerned.

Patricia Baum, Anchorage, AK.

<https://thefederalist.com/2022/08/11/democratic-operatives-control-voter-rolls-in-31-states-report-shows/>



FOR IMMEDIATE RELEASE
March 6, 2023

CONTACT: Mark Ard
850-245-6529
Mark.Ard@DOS.MyFlorida.com

Florida Withdraws From Electronic Registration Information Center (ERIC) Amid Concerns About Data Privacy and Blatant Partisanship

TALLAHASSEE, FLA. — Today, Florida Secretary of State Cord Byrd notified the Electronic Registration Information Center, Inc. (ERIC), that Florida is terminating its ERIC Membership. Today's announcement follows efforts led by Florida over the past year to reform ERIC through attempts to secure data and eliminate ERIC's partisan tendencies, all of which were rejected. Withdrawing from ERIC will ensure the data privacy of Florida voters is protected. Florida is joined in withdrawing from ERIC Membership today by the states of Missouri and West Virginia.

"As Secretary of State, I have an obligation to protect the personal information of Florida's citizens, which the ERIC agreement requires us to share," said Secretary of State, Cord Byrd. **"Florida has tried to back reforms to increase protections, but these protections were refused. Therefore, we have lost confidence in ERIC."**

From: Iris Samuels
Sent: Friday, March 10, 2023 9:36 AM AKST
To: Montemayor, Tiffany (GOV); Beecher, Carol L (GOV)
Subject: Re: Cost of ERIC membership

You don't often get email from isamuels@adn.com. [Learn why this is important](#)

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Tiffany,

Still waiting on an answer to this question. Please let me know if you can provide the total sum the state has paid for the system in the preceding year and if that amount has changed from year to year.

Thanks,

Iris

On Thu, Mar 9, 2023 at 6:03 PM Iris Samuels <isamuels@adn.com> wrote:

Hi Tiffany,

Director Beecher mentioned today during a legislative hearing the cost of ERIC membership (Electronic Registration Information Center) as a reason for considering leaving the organization. Can you provide the annual membership cost and how it's calculated?

Thanks,

Iris

--

Iris Samuels

Reporter

isamuels@adn.com | cell: 609-454-1267

Anchorage Daily News | adn.com

300 W. 31st Ave.

Anchorage, AK 99503

From: Beecher, Carol L (GOV)
Sent: Friday, March 10, 2023 9:44 AM AKST
To: Montemayor, Tiffany (GOV)
Subject: FW: Cost of ERIC membership
Attachments: ERIC Stats Cost Report.xlsx

Hi Tiffany,

You can provide Ms. Samuels with the attached.

Thanks,
cb

From: Iris Samuels <isamuels@adn.com>
Sent: Friday, March 10, 2023 9:36 AM
To: Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>; Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Subject: Re: Cost of ERIC membership

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Iris Samuels
Reporter
isamuels@adn.com | cell: 609-454-1267

Anchorage Daily News | adn.com
300 W. 31st Ave.
Anchorage, AK 99503

Electronic Registration Information Center (ERIC)
Cost Statistics Report

Year	Eligible But Not Registered Notice Sent (household)	In-State Move Notices Sent	Cross-State Move Notices Sent	Cross-State Cancel Registration Received	Cross-State Remain Registered Received	Voters Removed Deceased	Duplicate Voting Records Merged	Annual Membership Fees & Dues	Printing & Mailing Costs	Comments
2016 Pew Grant									\$29,000.00	One-time grant for Printing and Mailing Costs.
2016	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$25,000.00		One-Time Membership Fee
2016	77,127	N/A	N/A	N/A	N/A	N/A	N/A	\$11,747.00	\$21,627.18	Dues (pro-rated) Jun '16- Dec '16
2017	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$19,232.50		Dues Jan '17- Dec '17
2018	25,122	21,305	18,855	3,748	143	603	79	\$18,463.50	\$23,051.71	Dues Jan '18 - Dec '18 Cross-State = \$11,802.10 In-State Move = \$5,441.87 Not Registered = \$5,807.74
2019	N/A	6,761	14,942	3,131	114	188	68	\$16,759.50	\$10,339.36	Dues Jan '19 - Dec '19 Cross State = \$8,483.06 In-State Move = \$1,856.30
2020	17,690	5,362	10,939	2,263	102	209	92	\$16,669.50	\$12,186.82	Dues Jan '20 - Dec '20
2021	N/A	5,180	30,395	4,009	252	452	8	\$16,416.00	\$23,812.75	Dues Jan '21 - Dec '21 Cross-State #1 = \$15,791.48 Cross-State #2 = \$5250.90 In-State Move = \$2,812.75
2022	16,532	6,037	7,152	850	104	113	2	\$8,208.00	\$4,343.49	Dues to date: Jan '22 - Jul '22 Cross-State Q1 = \$4343.49
Total:	119,939	44,645	82,283	14,001	715	1,565	249	\$132,496.00	\$95,403.69	
Overall Program Costs:									\$198,899.69	
<p>2016 - EBU mailing was sent during National Voter Registration Day, media postings, and Facebook outreach. During this period, the division added 9,395 new voters to our rolls.</p>										
<p>2018 - EBU and In-State Move mailing was sent during National Voter Registration Day, media postings, and Facebook outreach. During this period of September 20 - October 7, 2018, the division added 2,525 new voters to our rolls and updated 13,942 voter records.</p>										

1  **Forrest, Sharon A (GOV)**

Need to add invoice data for EBU and In State once received.

2016 - EBU mailing was sent during National Voter Registration Day, media postings, and Facebook outreach. During this period, the division added 9,395 new voters to our rolls.

2018 - EBU and In-State Move mailing was sent during National Voter Registration Day, media postings, and Facebook outreach. During this period of September 20 - October 7, 2018, the division added 2,525 new voters to our rolls and updated 13,942 voter records.

From: Montemayor, Tiffany (GOV)
Sent: Friday, March 10, 2023 10:53 AM AKST
To: Beecher, Carol L (GOV)
Subject: RE: Cost of ERIC membership

Yes ma'am.

Tiffany Montemayor
Public Relations Manager, Division of Elections
Office of the Lieutenant Governor
907.465.4611



From: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Sent: Friday, March 10, 2023 9:44 AM
To: Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>
Subject: FW: Cost of ERIC membership

Hi Tiffany,

You can provide Ms. Samuels with the attached.

Thanks,
cb

From: Iris Samuels <isamuels@adn.com>
Sent: Friday, March 10, 2023 9:36 AM
To: Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>; Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Subject: Re: Cost of ERIC membership

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Hi Tiffany,

Still waiting on an answer to this question. Please let me know if you can provide the total sum the state has paid for the system in the preceding year and if that amount has changed from year to year.

Thanks,
Iris

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Hi Tiffany,

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Thanks,
Iris

--

Iris Samuels

Reporter

isamuels@adn.com | cell: 609-454-1267

Anchorage Daily News | adn.com

300 W. 31st Ave.

Anchorage, AK 99503

From: Iris Samuels
Sent: Friday, March 10, 2023 11:07 AM AKST
To: Montemayor, Tiffany (GOV)
CC: Beecher, Carol L (GOV)
Subject: Re: Cost of ERIC membership

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Thanks, much appreciated!
-Iris

On Fri, Mar 10, 2023 at 10:57 AM Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov> wrote:

Hi Iris,

I was out of the office this morning and was unable to answer your emails. I've attached the ERIC Stats Cost Report. Please let me know if you have any further questions.

Best,

Tiffany

Tiffany Montemayor

Public Relations Manager, Division of Elections

Office of the Lieutenant Governor

907.465.4611



From: Iris Samuels <isamuels@adn.com>
Sent: Friday, March 10, 2023 9:36 AM
To: Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>; Beecher, Carol L (GOV)

[<carol.beecher@alaska.gov>](mailto:carol.beecher@alaska.gov)

Subject: Re: Cost of ERIC membership

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--

Iris Samuels

Reporter

isamuels@adn.com | cell: 609-454-1267

Anchorage Daily News | adn.com

300 W. 31st Ave.
Anchorage, AK 99503

From: Beecher, Carol L (GOV)
Sent: Friday, March 10, 2023 11:46 AM AKST
To: Griffith, Kimberly D (GOV)
CC: Howell, Kelly A (GOV)
Subject: ERIC

Hi Kim,

Can you check the Lt. Governor's availability for a meeting with me on ERIC (Electronic Registration Information Center)? I would like to brief her before the by-laws vote on the 7:00am Friday, March 17 meeting. 30- 45 minutes should suffice.

Thanks much,
cb

From: Tollett, Donna R (GOV)
Sent: Friday, March 10, 2023 12:02 PM AKST
To: Beecher, Carol L (GOV)
Subject: ERIC info

In order to vote in Alaska, a voter must have an Alaska residence address and a mailing address on file with the Division. Often times, these two addresses are different for voters and mailing addresses are sometimes even an out of state address. This could be because the voter is in the military and remained an Alaska resident even though they had to move for a period of time; owns a home in Alaska and in another state; etc.

Colorado and Alaska are two of the 31 member states of the Electronic Registration Information Center (ERIC). Each member state submits voter registration and DMV licensee data to ERIC every 60 days, which is used in the ERIC data matching process. Each member state receives reports that show voters who have moved within their state, voters who have moved out of state, voters who have died, duplicate registrations in the same state and individuals who are potentially eligible to vote but are not yet registered.

Whenever we receive 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, we are required to initiate contact with that voter in order to correct the inaccuracy or obtain information sufficient to inactivate or update the voter's record. We must do this within 90s days of receiving data from ERIC. Sometimes voters do not respond.

.....
Do we cancel the voter as soon as ERIC send us data? Or do we contact the voter to see what's up and if we cant reach them then we cancel them?? The stuff I wrote above is directly from ERIC's site and the bylaws we agreed to.

If this person left Alaska with the intent to obtain residency in Colorado and registers to vote there, there should have been a notification that was sent from the Colorado state division notifying us as to the voters new registration within their state. At the point of receiving this notice from Colorado, the voter would have been cancelled in our system. Another option for cancellation is for the voter to directly contact one of our six offices to cancel their Alaska voter registration.

Donna Tollett
(She/her/hers)

Administrative Clerk III
Phone: 907-465-4611
PO BOX 110017, Juneau, AK 99811-0017



From: Beecher, Carol L (GOV)
Sent: Friday, March 10, 2023 12:33 PM AKST
To: Montemayor, Tiffany (GOV)
Subject: Fwd: Cost of ERIC membership

Hi Tiffany,

The ERIC membership agreement only requires that we send the EBU every two years.
Get [Outlook for iOS](#)

From: Iris Samuels <isamuels@adn.com>
Sent: Friday, March 10, 2023 12:26:22 PM
To: Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>
Cc: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Subject: Re: Cost of ERIC membership

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Hi Tiffany,

Quick follow up -- why doesn't the table include full info for 2022? Is there info available yet for the rest of 2022? And why is there EBU information included for 2016 and 2018 (at the bottom of the table) but not 2020 and 2022?

Thanks,
Iris

On Fri, Mar 10, 2023 at 11:07 AM Iris Samuels <isamuels@adn.com> wrote:

Thanks, much appreciated!

-Iris

On Fri, Mar 10, 2023 at 10:57 AM Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov> wrote:

Hi Iris,

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Best,

Tiffany

Tiffany Montemayor

Public Relations Manager, Division of Elections

Office of the Lieutenant Governor

907.465.4611



From: Iris Samuels <isamuels@adn.com>

Sent: Friday, March 10, 2023 9:36 AM

To: Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>; Beecher, Carol L (GOV) <carol.beecher@alaska.gov>

Subject: Re: Cost of ERIC membership

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Iris

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Iris Samuels

Reporter

isamuels@adn.com | cell: 609-454-1267

Anchorage Daily News | adn.com

300 W. 31st Ave.
Anchorage, AK 99503

From: Beecher, Carol L (GOV)
Sent: Friday, March 10, 2023 12:41 PM AKST
To: Thompson, Michaela R (GOV)
Subject: Fwd: Cost of ERIC membership

Hi Michaela,

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907.465.4611



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Anchorage Daily News | adn.com

300 W. 31st Ave.
Anchorage, AK 99503

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State of Alaska, Division of Elections
Absentee and Petition Office
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I was out of the office this morning and was unable to answer your emails. I've attached the ERIC Stats Cost Report. Please let me know if you have any further questions.

Best,
Tiffany

Tiffany Montemayor
Public Relations Manager, Division of Elections
Office of the Lieutenant Governor
907.465.4611



From: Iris Samuels <isamuels@adn.com>

Sent: Friday, March 10, 2023 9:36 AM

To: Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>; Beecher, Carol L (GOV) <carol.beecher@alaska.gov>

Subject: Re: Cost of ERIC membership

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Hi Tiffany,

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Iris Samuels

Reporter

isamuels@adn.com | cell: 609-454-1267

Anchorage Daily News | adn.com

300 W. 31st Ave.

Anchorage, AK 99503

From: Montemayor, Tiffany (GOV)
Sent: Friday, March 10, 2023 1:54 PM AKST
To: Thompson, Michaela R (GOV); Thompson, Carol A (GOV)
Subject: FW: Cost of ERIC membership
Attachments: ERIC Stats Cost Report.xlsx

Hi y'all, can one of you help me with her follow up questions below? Iris is referring to the attached report.

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907.465.4611



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Electronic Registration Information Center (ERIC)
Cost Statistics Report

Year	Eligible But Not Registered Notice Sent (household)	In-State Move Notices Sent	Cross-State Move Notices Sent	Cross-State Cancel Registration Received	Cross-State Remain Registered Received	Voters Removed Deceased	Duplicate Voting Records Merged	Annual Membership Fees & Dues	Printing & Mailing Costs	Comments
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2022	16,532	6,037	7,152	850	104	113	2	\$8,208.00	\$4,343.49	Dues to date: Jan '22 - Jul '22 Cross-State Q1 = \$4343.49
Total:	119,939	44,645	82,283	14,001	715	1,565	249	\$132,496.00	\$95,403.69	
Overall Program Costs:									\$198,899.69	

2016 - EBU mailing was sent during National Voter Registration Day, media postings, and Facebook outreach. During this period, the division added **9,395** new voters to our rolls.

2018 - EBU and In-State Move mailing was sent during National Voter Registration Day, media postings, and Facebook outreach. During this period of September 20 - October 7, 2018, the division added **2,525** new voters to our rolls and updated **13,942** voter records.

1  **Forrest, Sharon A (GOV)**

Need to add invoice data for EBU and In State once received.

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From:
Sent: Friday, March 10, 2023 2:14 PM AKST
To: Montemayor, Tiffany (GOV); Thompson, Carol A (GOV)
Subject: RE: Cost of ERIC membership

Carol will probably have more to add but we just did not track that additional information during the 2020 and 2022 election cycles. The excel sheets shows the number of individuals that were sent the mailer so there is information on the EBU.

Michaela R. Thompson
Administrative Operations Manager
State of Alaska, Division of Elections
Absentee and Petition Office
Phone: (907) 270-2700
Fax: (907) 270-2780



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Sent: Friday, March 10, 2023 1:55 PM
To: Thompson, Michaela R (GOV) <michaela.thompson@alaska.gov>; Thompson, Carol A (GOV) <carol.thompson@alaska.gov>
Subject: FW: Cost of ERIC membership

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907.465.4611



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Anchorage Daily News | [adn.com](https://www.adn.com)

300 W. 31st Ave.

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To: Montemayor, Tiffany (GOV); Thompson, Carol A (GOV); Thompson, Michaela R (GOV)
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									Overall Program Costs:	

Thanks!

Sharon Forrest

Alaska Division of Elections

P: 907.465.3049

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To: Forrest, Sharon A (GOV) <sharon.forrest@alaska.gov>

Subject: FW: Cost of ERIC membership

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Public Relations Manager, Division of Elections

Office of the Lieutenant Governor

907.465.4611



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Anchorage Daily News | adn.com

300 W. 31st Ave.

Anchorage, AK 99503

From: Forrest, Sharon A (GOV)
Sent: Friday, March 10, 2023 2:24 PM AKST
To: Beecher, Carol L (GOV)
Subject: FW: Cost of ERIC membership

For Tiffany, I tallied the final ERIC costs for 2022.

When you exit the excel file, I can drop in the costs for you...if you are working on an email response for ERIC questions also.

Sharon

From: Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>
Sent: Friday, March 10, 2023 12:35 PM
To: Forrest, Sharon A (GOV) <sharon.forrest@alaska.gov>
Subject: FW: Cost of ERIC membership

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To: Forrest, Sharon A (GOV); Montemayor, Tiffany (GOV); Thompson, Michaela R (GOV)
Subject: RE: Cost of ERIC membership

That will need to be Michaela.

CAT

Carol A. Thompson
 Division Operations Manager
 State of Alaska, Division of Elections

North Fork Professional Building
 1700 E. Bogard Road, Suite B 102
 Wasilla, AK 99654-6565

907-373-8952
carol.thompson@alaska.gov
www.elections.alaska.gov

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I have no updates.

Michaela R. Thompson
Administrative Operations Manager
State of Alaska, Division of Elections
Absentee and Petition Office
Phone: (907) 270-2700
Fax: (907) 270-2780



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Subject: Re: Cost of ERIC membership

Ok, thank you.

Tiffany Montemayor
Public Relations Manager
Alaska Division of Elections

From: Thompson, Carol A (GOV) <carol.thompson@alaska.gov>
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That will need to be Michaela.

CAT

Carol A. Thompson
Division Operations Manager

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 1700 E. Bogard Road, Suite B 102
 Wasilla, AK 99654-6565

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Thanks!

Sharon Forrest

Alaska Division of Elections

P: 907.465.3049

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Anchorage Daily News | adn.com

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Iris Samuels

Reporter

isamuels@adn.com | cell: 609-454-1267

Anchorage Daily News | adn.com

300 W. 31st Ave.
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From: Thompson, Carol A (GOV)
Sent: Friday, March 10, 2023 3:00 PM AKST
To: Thompson, Michaela R (GOV); Montemayor, Tiffany (GOV)
Subject: RE: Cost of ERIC membership

What Michaela has stated is correct. The National Voter Registration Day organization has asked us for numbers of applications generated around NVRD in the past. However, NVRD, EBU and in-state move takes place pretty much at the same time and therefore, we are unable to track if a person applied due to a notice we sent or if it was due to the NVRD campaign. The 2016 and 2018 information should probably be removed as we are not doing this.

CAT

Carol A. Thompson
Division Operations Manager
State of Alaska, Division of Elections

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Sent: Friday, March 10, 2023 2:43 PM
To: Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>; Thompson, Carol A (GOV) <carol.thompson@alaska.gov>
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Carol will probably have more to add but we just did not track that additional information during the 2020 and 2022 election cycles. The excel sheets shows the number of individuals that were sent the mailer so there is information on the EBU. I think we just put those blurbs down there for 2016 and 2018 to acknowledge that National Voter Registration day is around the time we send out the EBU mailer so it is difficult to tell if new registrations are from the EBU mailer or just National Voter Registration Day.

Michaela R. Thompson
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To: Thompson, Michaela R (GOV) <michaela.thompson@alaska.gov>; Thompson, Carol A (GOV) <carol.thompson@alaska.gov>
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Thanks,
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CAT

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Total :	136,471	44,645	96,664	14,001	715	1,565	249	\$158,456.00	\$118,121.17		
									Overall Program Costs:	\$247,577.17	

Thanks!

Sharon Forrest

Alaska Division of Elections
P: 907.465.3049

From: Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>
Sent: Friday, March 10, 2023 12:35 PM
To: Forrest, Sharon A (GOV) <sharon.forrest@alaska.gov>
Subject: FW: Cost of ERIC membership

Hey, do we have the info available she's asking about? She is referring to the ERIC Stats Cost Report.

Tiffany Montemayor
Public Relations Manager, Division of Elections
Office of the Lieutenant Governor
907.465.4611



From: Iris Samuels <isamuels@adn.com>
Sent: Friday, March 10, 2023 12:26 PM
To: Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>
Cc: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Subject: Re: Cost of ERIC membership

Hi Tiffany,

Quick follow up -- why doesn't the table include full info for 2022? Is there info available yet for the rest of 2022? And why is there EBU information included for 2016 and 2018 (at the bottom of the table) but not 2020 and 2022?

Thanks,
Iris

On Fri, Mar 10, 2023 at 11:07 AM Iris Samuels <isamuels@adn.com> wrote:

Thanks, much appreciated!

-Iris

On Fri, Mar 10, 2023 at 10:57 AM Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov> wrote:

Hi Iris,
I was out of the office this morning and was unable to answer your emails. I've attached the ERIC Stats Cost Report. Please let me know if you have any further questions.

Best,
Tiffany

Tiffany Montemayor
Public Relations Manager, Division of Elections
Office of the Lieutenant Governor
907.465.4611



From: Iris Samuels <isamuels@adn.com>
Sent: Friday, March 10, 2023 9:36 AM
To: Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>; Beecher, Carol L (GOV)

<carol.beecher@alaska.gov>

Subject: Re: Cost of ERIC membership

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Hi Tiffany,

Still waiting on an answer to this question. Please let me know if you can provide the total sum the state has paid for the system in the preceding year and if that amount has changed from year to year.

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Iris

On Thu, Mar 9, 2023 at 6:03 PM Iris Samuels <isamuels@adn.com> wrote:

Hi Tiffany,

Director Beecher mentioned today during a legislative hearing the cost of ERIC membership (Electronic Registration Information Center) as a reason for considering leaving the organization. Can you provide the annual membership cost and how it's calculated?

Thanks,
Iris

--

Iris Samuels

Reporter

isamuels@adn.com | cell: 609-454-1267

Anchorage Daily News | adn.com

300 W. 31st Ave.

Anchorage, AK 99503

From: Hamlin, Shane
Sent: Friday, March 10, 2023 3:35 PM AKST
To: Beecher, Carol L (GOV)
Subject: Re: Question about DMV info - ALASKA

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi, Carol. Are you available for a short call?

Sent from my iPhone

On Mar 10, 2023, at 3:44 PM, Beecher, Carol L (GOV) <carol.beecher@alaska.gov> wrote:

Hello Shane,

I've appreciated the meetings and am learning from the conversation and questions. I do plan to attend and vote next Friday – currently my LG is in favor of the al-la-carte and of cutting the non-voting member.

I have a question regarding the DMV information. My understanding is that for Alaska, our DMV has an MOA with ERIC and sends the data directly to ERIC. Is this information shared with the other states – including the demographic information? And, is the DMV information part of the membership requirements? If AK didn't provide the DMV information, would we be able to maintain membership with ERIC?

Like many states, we are being asked many questions and the ERIC issue has risen to the forefront.

Thanks much,

cb

From: Montemayor, Tiffany (GOV)
Sent: Friday, March 10, 2023 3:42 PM AKST
To: Iris Samuels
CC: Beecher, Carol L (GOV)
Subject: Re: Cost of ERIC membership

Hi Iris,

The table has been updated with the rest of the 2022 information.

The numbers for 2020 and 2022 are in the table. There just isn't a comment below like the other years to acknowledge that National Voter Registration Day was around the time we sent out the EBU mailer so it's difficult to tell if new registrations were from the EBU mailer or just National Voter Registration Day.

Best,

Tiffany

Year	Eligible But Not Registered Notice Sent (household)	In-State Move Notices Sent	Cross-State Move Notices Sent	Cross-State Cancel Registrations Received	Cross-State Remain Registered	Voters Removed/Deceased	Duplicate Voting Records Merged	Annual Membership Fees & Dues	Printing & Mailing Costs	Comments
2016 Pew Grant									\$29,000.00	One-time grant for Printing and Mailing Costs.
2016	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$25,000.00		One-Time Membership Fee
2016	77,127	N/A	N/A	N/A	N/A	N/A	N/A	\$11,747.00	\$21,627.18	Dues (prorated) Jun '16- Dec '16
2017	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$19,232.50		Dues Jan '17- Dec '17
2018	25,122	21,305	18,855	3,748	143	603	79	\$18,463.50	\$23,051.71	Dues Jan '18 - Dec '18 Cross-State = \$11,802.10 In-State Move = \$5,441.87 Not Registered = \$5,807.74
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Tiffany Montemayor
Public Relations Manager
Alaska Division of Elections
From: Iris Samuels <isamuels@adn.com>
Sent: Friday, March 10, 2023 12:26:22 PM
To: Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>
Cc: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Subject: Re: Cost of ERIC membership

Hi Tiffany,
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-Iris

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Best,

Tiffany

Tiffany Montemayor

Public Relations Manager, Division of Elections

Office of the Lieutenant Governor

907.465.4611



From: Iris Samuels <isamuels@adn.com>

Sent: Friday, March 10, 2023 9:36 AM

To: Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>; Beecher, Carol L. (GOV) <carol.beecher@alaska.gov>

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Hi Tiffany,

Still waiting on an answer to this question. Please let me know if you can provide the total sum the state has paid for the system in the preceding year and if that amount has changed from year to year.

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On Thu, Mar 9, 2023 at 6:03 PM Iris Samuels <isamuels@adn.com> wrote:

Hi Tiffany,

Director Beecher mentioned today during a legislative hearing the cost of ERIC membership (Electronic Registration Information Center) as a reason for considering leaving the organization. Can you provide the annual membership cost and how it's calculated?

Thanks,

Iris

--

Iris Samuels

Reporter

isamuels@adn.com | cell: 609-454-1267

Anchorage Daily News | adn.com

300 W. 31st Ave.
Anchorage, AK 99503

From: Montemayor, Tiffany (GOV)
Sent: Friday, March 10, 2023 3:44 PM AKST
To: Thompson, Carol A (GOV); Thompson, Michaela R (GOV); Forrest, Sharon A (GOV)
Subject: Re: Cost of ERIC membership

Thank you, everyone, for the help!

Tiffany Montemayor
Public Relations Manager
Alaska Division of Elections

From: Thompson, Carol A (GOV) <carol.thompson@alaska.gov>

Sent: Friday, March 10, 2023 3:01:27 PM

To: Thompson, Michaela R (GOV) <michaela.thompson@alaska.gov>; Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>; Forrest, Sharon A (GOV) <sharon.forrest@alaska.gov>

Subject: RE: Cost of ERIC membership


If you do the math, there is only a couple of percentage point difference between the 2021 and 2022 for the amount sent and the amount returned.

CAT

Carol A. Thompson

Division Operations Manager
State of Alaska, Division of Elections

North Fork Professional Building
1700 E. Bogard Road, Suite B 102
Wasilla, AK 99654-6565

 907-373-8952

 carol.thompson@alaska.gov

 www.elections.alaska.gov

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From: Thompson, Michaela R (GOV) <michaela.thompson@alaska.gov>

Sent: Friday, March 10, 2023 2:46 PM

To: Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>; Thompson, Carol A (GOV) <carol.thompson@alaska.gov>; Forrest, Sharon A (GOV) <sharon.forrest@alaska.gov>

Subject: RE: Cost of ERIC membership

This is correct. We sent less Cross state mailers in 2022 (because of the special election and then the regular election cycle) so the response rate being lower seems to be consistent. I know my staff tried their best during that time to update the spreadsheet but that mailer also went out right when we starting planning/preparing for the by-mail election.

Michaela R. Thompson

Administrative Operations Manager
State of Alaska, Division of Elections
Absentee and Petition Office
Phone: (907) 270-2700
Fax: (907) 270-2780



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From: Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>
Sent: Friday, March 10, 2023 2:40 PM
To: Thompson, Carol A (GOV) <carol.thompson@alaska.gov>; Forrest, Sharon A (GOV) <sharon.forrest@alaska.gov>; Thompson, Michaela R (GOV) <michaela.thompson@alaska.gov>
Subject: Re: Cost of ERIC membership

Ok, thank you.

Tiffany Montemayor
Public Relations Manager
Alaska Division of Elections

From: Thompson, Carol A (GOV) <carol.thompson@alaska.gov>
Sent: Friday, March 10, 2023 2:38:34 PM
To: Forrest, Sharon A (GOV) <sharon.forrest@alaska.gov>; Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>; Thompson, Michaela R (GOV) <michaela.thompson@alaska.gov>
Subject: RE: Cost of ERIC membership

That will need to be Michaela.

CAT

Carol A. Thompson
Division Operations Manager
State of Alaska, Division of Elections

North Fork Professional Building
1700 E. Bogard Road, Suite B 102
Wasilla, AK 99654-6565

📞 907-373-8952

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Sent: Friday, March 10, 2023 2:22 PM

To: Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>; Thompson, Carol A (GOV) <carol.thompson@alaska.gov>; Thompson, Michaela R (GOV) <michaela.thompson@alaska.gov>

Subject: RE: Cost of ERIC membership

Here's a completed chart with the full 2022 costs. Someone else is in the excel sheet on the drive. I'll add these figures to the master file when its free.

Michaela/Carol – do either of you also need to update the received data columns. They seem low for 2022.

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Sharon Forrest

Alaska Division of Elections

P: 907.465.3049

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To: Forrest, Sharon A (GOV) <sharon.forrest@alaska.gov>

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Tiffany Montemayor

Public Relations Manager, Division of Elections
Office of the Lieutenant Governor
907.465.4611



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Public Relations Manager, Division of Elections
Office of the Lieutenant Governor
907.465.4611



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Thanks,
Iris

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Iris Samuels

Reporter

isamuels@adn.com | cell: 609-454-1267

Anchorage Daily News | adn.com

300 W. 31st Ave.
Anchorage, AK 99503

Subject: 2023 ERIC Annual Board of Directors Meeting (Closed to the Public)
Start: Sunday, February 19, 2023 4:00 AM AKST
End: Sunday, February 19, 2023 9:30 AM AKST
Location: Washington Marriott at Metro Center & Zoom (Deatils Enclosed)
Show Time As: Tentative
Organizer: Hamlin, Shane
Attendees: ERIC Board, Connor, Colleen (AZ), Thompson, Michaela R (GOV), ERIC Board 2, Kori Lorick, Albence, Anthony (DE), Knapp, Howard (SC), Cowley, Ryan (UT), Woon, Molly (OR), Vigil, Mandy, SOS, Marks, Jonathan (PA), Ingram, Keith (TX), Beals, Susan (VA), Hale, Wade (NJ), Stecklein, Vicky (CO), Wlaschin, Mark (NV), Whitt, Sarah, Bromley, Ted (CT), Sellers, Karen (KY), Evans, Blake (GA), Rock, Rob (RI), Burhans, Heidi (IA), Zyriek, Lauren (NJ), Paradise, Brett (MD), Becker, David, Placencia, Kathy (RI), Matthews, Bernadette (IL), Evans, Monica (DC), Burrows, Stacy (DC), Hobday, Jeff (OH), Holmes, Stuart (WA), Haas, Ericka, Senning, Will (VT), Modrow, Janet (FL), Grandjean, Mandi (OH), McBurney, Gregory (RI), Lamone, Linda (MD), Whitmire, Chris, Westfall, Brittany (WV), Brater, Jonathan (MI), Packard, Melissa (ME), Peltz, Deann L., Mahaney, Stacy (MO), Wolfe, Meagan (WI)

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Board Members,

PLEASE NOTE – our meeting will occur at a different hotel from where you will meet for NASED. The ERIC meeting will be held at the Washington Marriott at Metro Center, about one block from the NASED conference hotel. The address is:

[Washington Marriott at Metro Center](#)

775 12th Street NW

Washington, DC 20005

Meeting materials, including required notice regarding proposed amendments to ERIC’s governing documents, will be provided by Thursday, February 9.

The Zoom details are below for those unable to attend in person. Please do not share outside your office.

Thank you,

Shane Hamlin
Executive Director

Join Zoom Meeting

<https://us02web.zoom.us/j/82764646465?pwd=anh6aGc4K1Jld3FVSIhOWkrZUXoxUT09>

Meeting ID: 827 6464 6465

Passcode: 219626

One tap mobile

+12532158782,,82764646465# US (Tacoma)

+12532050468,,82764646465# US

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 253 205 0468 US

+1 346 248 7799 US (Houston)

+1 408 638 0968 US (San Jose)

+1 669 444 9171 US
+1 669 900 6833 US (San Jose)
+1 719 359 4580 US
+1 386 347 5053 US
+1 507 473 4847 US
+1 564 217 2000 US
+1 646 876 9923 US (New York)
+1 646 931 3860 US
+1 689 278 1000 US
+1 301 715 8592 US (Washington DC)
+1 305 224 1968 US
+1 309 205 3325 US
+1 312 626 6799 US (Chicago)
+1 360 209 5623 US

Meeting ID: 827 6464 6465

Find your local number: <https://us02web.zoom.us/j/kdR10Y4SQ8>

From: Beecher, Carol L (GOV)
Sent: Monday, March 13, 2023 8:24 AM AKDT
To: Hamlin, Shane
Subject: RE: Question about DMV info - ALASKA

Good Morning,

Thank you, Shane, this information is very helpful. I would like to have the general ERIC overview – and agree, after these next few weeks.

Thanks much,
cb

From: Hamlin, Shane <shane.hamlin@ericstates.org>
Sent: Sunday, March 12, 2023 4:59 PM
To: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Subject: RE: Question about DMV info - ALASKA

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi, Carol.

Thanks for reaching out. Glad the calls have been helpful, and I appreciate you being clear with where your LG is on the question before the board.

AK DMV does not have a separate agreement with ERIC. Their data is submitted to ERIC as part of the state's membership in ERIC. Per the agreement, all members must provide voter registration and DMV data at least once every 60 days. The DMV data is incredibly important to generating the in-state movers report, the cross-state movers report, the deceased voters report, eligible but unregistered report, and even the voter participation report (potential illegal voting). For example, AK DMV data is included in other member's cross-state movers report – if a WA resident moved to AK and obtained an AK Driver's license or ID card, that individual's AK DMV data would be provided to WA as the source of the match/info. In compliance with applicable state and federal law, WA would then begin the process of removing that voter from their voter rolls.

If by demographic information, you mean dates of birth – no DOBs are not sent to other states. Each member applies a cryptographic one-way hash to dates of birth, driver's license/ID card numbers, and Social Security numbers before submitting data to ERIC. A cryptographic hash renders these data unusable for any purpose other than matching; it converts the original text to a long string of characters that wouldn't mean anything if you tried to read them. (This process is different from encryption.) Since these data are hashed by the member before uploading to ERIC, and ERIC hashes the hashed version of these data again for an added layer of security, these data points are not included in reports provided back to the members. They wouldn't be able to read them. States do not submit, and ERIC does not need or want, political party registration data or data on race/ethnicity.

I understand this is all new to you. Eventually, I'd like to do a more general ERIC overview for you. We should get through the next few weeks first, and I understand you're considering [pulling Alaska out of](#)

[ERIC](#). In the meantime, I gently encourage you to check out our [FAQ](#), especially questions 9-13. It might also be helpful to review our [Technical and Security brief](#). (We are currently updating it to include more information, but the current version is accurate.)

In closing, I'll share a summary of the aggregate data ERIC has provided to Alaska since 2016:

- Cross-State Movers (Alaska voters who moved to another ERIC member) = 101,497
- In-State Movers (Voters who moved within the state, but didn't update their voter reg) = 56,366
- Deceased Voters = 1,933
- In-State Duplicate Registrations = 276

Thanks,

-Shane

Shane Hamlin | Executive Director
ERIC | Electronic Registration Information Center
1201 Connecticut Ave NW, Suite 600
Washington, DC 20036
(202) 695-3464

www.ericstates.org

From: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Sent: Friday, March 10, 2023 3:44 PM
To: Hamlin, Shane <shane.hamlin@ericstates.org>
Subject: Question about DMV info - ALASKA

Hello Shane,

I've appreciated the meetings and am learning from the conversation and questions. I do plan to attend and vote next Friday – currently my LG is in favor of the a-la-carte and of cutting the non-voting member.

I have a question regarding the DMV information. My understanding is that for Alaska, our DMV has an MOA with ERIC and sends the data directly to ERIC. Is this information shared with the other states – including the demographic information? And, is the DMV information part of the membership requirements? If AK didn't provide the DMV information, would we be able to maintain membership with ERIC?

Like many states, we are being asked many questions and the ERIC issue has risen to the forefront.

Thanks much,

cb

From: Beecher, Carol L (GOV)
Sent: Monday, March 13, 2023 8:39 AM AKDT
To: Dahlstrom, LT. Governor (GOV sponsored)
CC: Howell, Kelly A (GOV)
Subject: ERIC and DMV data

Good Morning, Lt. Governor,

I reached out to Ryan (Utah) on Friday and will coordinate a call with his LG.

As for ERIC, I'm still peeling back the onion. Apparently, AK DMV doesn't have a separate agreement. (?!) I'll dig further to figure out how/by whom DMV data is transmitted. I am happy to report that it appears that only address/name info is shared with the other states by ERIC. We are required to share DMV info as a part of membership.

I received the following from the ERIC Executive Director, Shane Hamlin:

AK DMV does not have a separate agreement with ERIC. Their data is submitted to ERIC as part of the state's membership in ERIC. Per the agreement, all members must provide voter registration and DMV data at least once every 60 days. The DMV data is incredibly important to generating the in-state movers report, the cross-state movers report, the deceased voters report, eligible but unregistered report, and even the voter participation report (potential illegal voting). For example, AK DMV data is included in other member's cross-state movers report – if a WA resident moved to AK and obtained an AK Driver's license or ID card, that individual's AK DMV data would be provided to WA as the source of the match/info. In compliance with applicable state and federal law, WA would then begin the process of removing that voter from their voter rolls.

If by demographic information, you mean dates of birth – no DOBs are not sent to other states. Each member applies a cryptographic one-way hash to dates of birth, driver's license/ID card numbers, and Social Security numbers before submitting data to ERIC. A cryptographic hash renders these data unusable for any purpose other than matching; it converts the original text to a long string of characters that wouldn't mean anything if you tried to read them. (This process is different from encryption.) Since these data are hashed by the member before uploading to ERIC, and ERIC hashes the hashed version of these data again for an added layer of security, these data points are not included in reports provided back to the members. They wouldn't be able to read them. States do not submit, and ERIC does not need or want, political party registration data or data on race/ethnicity.

As noted, I'll be following up with my IT staff and will keep you posted.

Thanks,
cb

From: John Jensen
Sent: Monday, March 13, 2023 12:44 PM AKDT
To: Beecher, Carol L (GOV)
Subject: ERIC

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I take a dim view of withdrawing from ERIC. I have voted in every Alaska election since statehood and have been an election precinct chairman in Anchorage. I know than one election challenge is trying to keep an accurate roll of voters since Alaska tends to have a transient population. A basic goal of ERIC is to help with that problem. I totally reject the partisan conspiracy theories about ERIC and hope you do too.

As for cost, my calculations show that the cost of ERIC to Alaska is less than 1% of the current budget. ERIC is designed to help combat voter fraud. Why would we not keep it?

Thank you. John Jensen, Anchorage

From: Wilson, Lauri L (GOV)
Sent: Monday, March 13, 2023 1:55 PM AKDT
To: Thompson, Michaela R (GOV); Husmann, Julie J (GOV); Beecher, Carol L (GOV); Thompson, Carol A (GOV)
Subject: RE: List Maintenance
Attachments: NCSL - LM Procedures 030823.docx

Thanks Michaela. This article from NCSL was also a good one.

Lauri Wilson
Region I Election Supervisor
Phone: 907-465-3021
Fax: 907-465-2289



From: Thompson, Michaela R (GOV) <michaela.thompson@alaska.gov>
Sent: Monday, March 13, 2023 1:29 PM
To: Husmann, Julie J (GOV) <julie.husmann@alaska.gov>; Wilson, Lauri L (GOV) <lauri.wilson@alaska.gov>; Beecher, Carol L (GOV) <carol.beecher@alaska.gov>; Thompson, Carol A (GOV) <carol.thompson@alaska.gov>
Subject: List Maintenance

Hi all,

In prep for our list maintenance conversation tomorrow afternoon, I thought I would send out this document I found that was put together by NASS in 2017 about the list maintenance programs in each state. It has a lot of helpful information.

Michaela R. Thompson
Administrative Operations Manager
State of Alaska, Division of Elections
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Easily browse the critical components of this report...

[Voter Registration List Maintenance \(ncsl.org\)](#)

Introduction

Voter registration lists—lists of eligible voters—form the foundation for nearly everything in election administration, and are always changing as new registrants are added and existing registrants move or otherwise become ineligible. Because of the importance of the lists, and the constant movement on them, all states take steps to keep their voter registration rolls accurate and up to date. This process is called list maintenance.

This webpage provides details in the following sections:

- **List Maintenance and Why It Matters**
- **Changes to Voter Addresses**
- **Removing Voters for Lack of Voting-Related Activity**
- **Removing Deceased Voters' Records**
- **Removing Voters Convicted of Disqualifying Crimes**
- **Removing Voters Adjudicated Mentally Incompetent**
- **Questions Legislators Can Ask About Voter List Maintenance**

List Maintenance and Why It Matters

Keeping voter registration rolls accurate and current is an important part of holding efficient and secure elections. The benefits of having accurate registration lists include:

- **Protecting against fraud by ensuring only eligible electors can cast a ballot.**
- **Informing planning for Election Day, including accurately budgeting for ballots, voting machines, polling places and poll workers.**
- **Minimizing wait times at the polls.**
- **Simplifying postelection procedures by reducing the number of provisional ballots cast.**

List maintenance is not a simple process, though, and there are several ways a voter's registration may become inaccurate or ineligible. For instance, it's rare that voters who move consider their registration status; a short move across town may merely require an updated address in the voter registration

database, but a move to another county or state may require a cancellation of the previous registration and a new application to register. Election officials need systems in place to keep track of these changes, as well as others that may render a registered voter ineligible. Incarceration for a criminal conviction, for example, renders voters ineligible to vote in most states, and in many, an adjudication of mental incompetence does as well. Election officials also need to keep track of death records and promptly remove deceased voters from the registration rolls.

What Role Does Federal Law Play in List Maintenance?

Federal law places strict limits on how states may conduct voter registration list maintenance. The National Voter Registration Act of 1993 (NVRA) and the Help America Vote Act of 2002 (HAVA) both provide a floor for state actions on list maintenance.

The NVRA, or “motor voter” law, plays the biggest role. It is best known for broadening opportunities for voter registration by requiring states to offer it at driver’s license bureaus and other state agencies, but another important part of the NVRA deals directly with list maintenance. It requires states to conduct list maintenance in a uniform and nondiscriminatory manner in compliance with the Voting Rights Act and prohibits the conduct of list maintenance verification activities within 90 days of an election. You can learn more about the NVRA [here](#).

The NVRA also limits the reasons a state may remove a voter from the rolls. States may remove a voter at the voter’s request, due to a felony conviction or mental incapacity, or because a voter has moved to an address outside the voter registration agency’s jurisdiction.

All but six states are subject to the requirements of the NVRA. North Dakota is exempt because it does not have voter registration, and Idaho, Minnesota, New Hampshire, Wisconsin and Wyoming are exempt because they offered Election Day registration at polling places at the time the NVRA was passed. (Maine was initially exempt for the same reason but later it repealed its Election Day registration. Even though it has since reinstated Election Day registration, Maine did not regain its exemption from the NVRA.)

The NVRA does not outline specific procedures states have to follow to remove voters for death, felony conviction or adjudication of mental incapacity, but rather sets a regulatory floor. It does prescribe a notification process that states must follow before they can remove voters who have moved and failed to update their registrations, and most states have language similar or identical to the NVRA in their statutes. The process involves mailing a forwardable notice with a preaddressed, postage-paid return card to registrants whose address has changed. If the voter returns the card, the registration record is either updated with the information the voter provides or, if the voter has moved outside the jurisdiction, deleted. Jurisdictions have the option to designate a registrant who fails to respond to this notice as inactive. Voters who fail to respond with an updated address can be removed from the rolls only if they fail to vote or appear to vote in an election during the period beginning when the notice is sent and ending after the second federal general election occurring after the notice is sent.

Learn more about how the NVRA impacts state voter registration list maintenance processes [here](#).

The Help America Vote Act of 2002 required states to develop a computerized, statewide list for voter registration (in the past, many states had collections of local lists rather than a single, statewide list) and to coordinate voter records with those from state departments of corrections, vital statistics and other

state agencies to keep voter records current. HAVA also clarified the language in the NVRA that prohibits removing a voter solely for failure to vote. The HAVA language allows for the removal of voters who do not respond to an address confirmation mailing and subsequently fail to vote during the period comprising two federal general elections, and it outlines the removal process.

What Are Typical List Maintenance Practices?

All states remove from the active voter list electors who are deceased or who have moved to an address outside the jurisdiction. Voters may be removed from the voter rolls due to other reasons, too:

- In 20 states, voters who fail to vote or otherwise engage with election officials for a specified period of time can be removed from the rolls.
- In 48 states, people convicted of certain crimes are disqualified.
- In 34 states, people who are deemed mentally incompetent by the courts are disqualified.

Several state laws also specify that voter registrations are canceled upon receipt of notice from another state or local elections official that an individual has registered outside the jurisdiction, or if there is evidence that a voter is not a U.S. citizen.

States have a variety of methods for identifying voters who fall into these categories, detailed in other parts of this webpage.

Show Less

Key Takeaways: Benefits of Having Accurate Registration

- Protecting against fraud by ensuring only eligible electors can cast a ballot.
- Informing planning for Election Day, including accurately budgeting for ballots, voting machines, polling places and poll workers.
- Minimizing wait times at the polls.
- Simplifying postelection procedures by reducing the number of provisional ballots cast.

Changes to Voter Addresses

In most states, when election officials become aware that a voter has a new residential address within the same jurisdiction, they update the address in the voter registration system and send a notification to the voter, giving the voter an opportunity to correct the change if necessary.

When election officials have reason to believe a voter has moved to a residence in a new jurisdiction, most are required to follow a confirmation process laid out in the National Voter Registration Act of 1993 before they can remove the voter from the registration rolls. (Idaho, Minnesota, New Hampshire, North Dakota, Wisconsin and Wyoming are exempt from the NVRA and thus are not required to follow this process.) Officials first mail a nonforwardable address

confirmation card to the voter at the old address. If the voter returns the card verifying that they still live at their old address, then no change is made to the registration record. If the voter returns the card verifying a new address outside the jurisdiction, the old registration is canceled, and often election officials send information to the voter about how to register in the new jurisdiction.

Voters often fail to respond to address confirmation mailings. In these cases, election officials may designate the voter as inactive in the registration system. If a voter remains inactive through the next two general elections—four years—only then can election officials remove them from the rolls.

Election officials have several sources for keeping address information current. The most used source is the U.S. Postal Service’s National Change of Address (USPS NCOA) program. In all, 30 states require the use of NCOA, three states receive NCOA through ERIC membership but don't require it, and in 12 states NCOA is an available, but optional, resource.

Well over half the states also belong to the nonprofit [Election Registration Information Center](#) (ERIC), with the number of member states increasing annually. ERIC’s mission is to assist states in improving the accuracy of voter rolls and to increase access to voter registration for eligible citizens. Member states share their voter registration with ERIC, and ERIC provides them with monthly reports on voters who have moved or died as well as on duplicate registrations. In addition to state records, ERIC uses resources such as the Social Security death index and NCOA data, which means it can be a one-stop shop for many list maintenance and data comparison activities.

Other commonly used sources of data to detect invalid addresses are changes to driver’s license and state ID addresses and election mail and jury notices that are returned as undeliverable.

State	ERIC Member?	USPS NCOA?	Other Sources
Alabama	No	No	A family member of an elector, an election inspector, a judge of probate, a sheriff, and a clerk of the circuit court can report that an elector has become a nonresident to the board of registrars (Ala. Code § 1704-6.1). In January of every fourth year, boards of registrars mail a nonforwardable notice to all registered voters in the county. If it is returned indicating the voter has moved, the board sends a forwardable notice on which the voter may confirm their current address (Ala. Code § 17-4-30).
Alaska	Yes	No	Mail from the election division returned as undeliverable (AS § 15.07.130(a)).
Arizona	Yes	Yes	Return of any nonforwardable mail by the postmaster (ARS § 16-166).
Arkansas	No	Yes	The permanent registrar is authorized and may be directed by the county board of registration, to determine by mail check, house-to-house canvass or any other reasonable means at any time whether active record registration files contain the names of any persons not qualified by law to vote. Any qualified voter may make an affidavit to the county attorney (Const. Amend 51, § 11).
California	No	Optional	Before a primary election, county election officials mail a nonforwardable address confirmation notice to every voter but may except voters who have voted within the past six months and voters who have confirmed their records on the secretary of state's website in the past year (Elec. Code § 2220). USPS NCOA

State	ERIC Member?	USPS NCOA?	Other Sources
			information may be used in lieu of mailing (Elec. Code § 2222) or may contract with a consumer credit reporting agency (Elec. Code § 2227). Department of Motor Vehicles reports address change to the secretary of state (Elec. Code § 2263).
Colorado	Yes	Yes	Clerk marks the record “inactive” and sends a confirmation card. If the voter responds confirming the change, the registration is canceled (CRS § 1-2-302.5).
Connecticut	Yes	Optional	A driver’s license change of address serves as notification of a change of address for voter registration (Conn. Gen. Stat. § 9-19i). Registrars conduct an annual canvass, either house-to-house, by mail, using USPS NCOA data, by telephone, or by any combination of these methods, to identify electors who have moved (Conn. Gen. Stat. § 9-32).
Delaware	Yes	Yes	Notification that a voter has obtained a driver’s license or ID in another state, returned election mail (Del. Code tit. 15, § 1704).
District of Columbia	Yes	Yes	Address changes filed with DMV, returned election mail, voter may update address at the polls with ID and proof of address (DC Code § 1-1001.07). Returned jury summonses (DC Municipal Regulations § 3-519.6).
Florida	Yes	Optional	Circuit court clerks send a monthly list to the department of state of jury notices that are returned indicating a change of address (Fla. Stat. § 98.093(2)(b)). Supervisors must use one or more of the following in their biennial registration list maintenance program: USPS NCOA information, sending nonforwardable return-if-undeliverable mail to all registered voters in the county, sending nonforwardable return-if-undeliverable address confirmation requests to all registered voters who have not voted in the last 2 years and who did not make a written request that their registration records be updated during that time (Fla. Stat. § 98.065).
Georgia	Yes	Yes	(Ga. Code § 21-2-233).
Hawaii	No	Yes	County clerks are authorized to use “all reliable and pertinent information,” including but not limited to requesting information from utility companies concerning commencement or changes of service, and from residential apartments, cooperative apartments, and condominiums as to changes of occupancy (HRS § 11-20). Notification that a voter has turned in their driver’s license or information from other agencies that a voter has moved outside the county (HAR § 3-177-157).
Idaho	No	Not specified	Any registered elector may challenge the entry of an elector’s name in the register (IC § 34-431). The clerk may inquiry into the validity of any registration at any time (IC § 34-432) Clerk mails a written inquiry to each challenged elector. Elector may respond within 20 days. If clerk determines the challenge is not satisfied, there may be a hearing. If the clerk determines that the registration is not valid, or the elector fails to respond or make a statement at the hearing, the registration is canceled (IC § 34-432).
Illinois	Yes	Optional	County clerks may obtain information from utility companies, city/town records, the post office, or other sources regarding removal of registered voters (10 ILCS 5/4-16).

State	ERIC Member?	USPS NCOA?	Other Sources
Indiana	No	Yes	Jury notices that are returned because of an unknown or insufficient address, return of a mailing sent by the county voter registration office to all active voters because of an unknown or insufficient address, the bureau of motor vehicles concerning surrender of an Indiana driver's license to another jurisdiction, the return of a mailing sent to voters advising of a change of precinct boundary or polling place (IC § 3-7-38.2-2).
Iowa	Yes	Optional	Change of address form submitted to the office of driver services of the state department of transportation or to a county treasurer is considered a request to change a voter registration record (Iowa Code § 48A.27 and 48A.28).
Kansas	No	Optional	A notice of disposition of an application for voter registration is returned as undeliverable (KSA § 25-2316c). Once a year, voter registration records are compared to NCOA files. County officials may complete additional checks. As an alternative to the NCOA program, a county election official may conduct mass or targeted mailings to voters to obtain information upon which to base confirmation mailings (KSA § 25-1354).
Kentucky	Yes	Optional	USPS NCOA data or "other sources" (KRS § 116.112).
Louisiana	No	Yes	Clerk of court notifies registrar on a monthly basis of any returned jury duty notice or questionnaire indicating a person is unable to serve because they no longer reside in the parish (La. Stat. Ann. § 18-192).
Maine	No	Yes	Motor vehicle change forms (Code Me. R. 29-250 § 505(1)(1)). At least once every 5 years, one of the following methods must be used: first class mailing to all registrants; non-forwardable, targeted address verification notice confirmation mailed to those persons who did not vote in the most recent general election (Code Me. R. 29-250 § 505(1)(2)).
Maryland	Yes	Optional	A local board may receive change of address information from an entity approved by the SBOE (MD Elec. Code, § 3-504).
Massachusetts	Yes	No	Change of address notifications from registry of motor vehicles (Mass. Gen. Laws ch. 51, § 38). Lists of residents must be provided each year to election officials by licensed innholders, keepers of lodging houses, multi-dwelling unit owners, administrators of nursing homes and reset homes. Fraternities, dormitories, condominiums and apartment complexes of eight or more units are included (Mass. Gen. Laws ch. 51, § 10A).
Michigan	Yes	Yes	"Other reliable information received by the clerk that identifies registered voters whose addresses may have changed" (MCL § 168.509aa). Secretary of state notifies each clerk of driver license or state ID card changes of address and the names and addresses of persons who have been issued a driver license in another state (MCL § 168.509z).
Minnesota	Yes	Yes	The secretary may also periodically obtain a list of individuals who have applied to the Department of Public Safety for a replacement driver's license or state ID card with a different address, and a list of

State	ERIC Member?	USPS NCOA?	Other Sources
			individuals for whom the Department of Public Safety received notification of a driver's license or state ID card cancellation due to a change of residency out of state (Minn. Stat. § 201.13).
Mississippi	No	Yes	Filing of a deed with the county, change in a homestead exemption, jury summons returned as undeliverable, mail sent by circuit clerk returned as undeliverable (See MS SOS Guidelines for Voter List Maintenance).
Missouri	Yes	Yes	(Mo. Rev. Stat. § 115.189).
Montana	No	Optional	Election administrators must complete at least one of the following in very odd-numbered year: compare entire list of registered electors against NCOA file and send a confirmation notice to those whose address has changed; mail a nonforwardable notice to all registered electors to confirm their addresses. Alternatively, administrators may verify only those electors who failed to vote in the preceding federal general election, applicants who failed to provide required information on registration forms, and provisionally registered electors by sending a nonforwardable notice followed by a confirmation notice to those electors who have moved, comparing the list of nonvoters against the NCOA files and sending confirmation notices to those who have moved, sending forwardable confirmation notices, or making a door-to-door canvass (Mont. Code. Ann. § 13-2-220).
Nebraska	No	Optional	USPS NCOA data or a biennial mailing of a nonforwardable notice to each registered voter (Neb. Rev. Stat. § 32-329).
Nevada	Yes	Yes	Census, house-to-house canvass, or any other method (NRS § 293.530 and 293.5303).
New Hampshire	No	Yes	Department of safety (NH Rev. Stat. Ann. § 654:35-b).
New Jersey	Yes	Yes	(NJ Rev. Stat. Ann. § 19:31-15).
New Mexico	Yes	Yes	Returned election-related mail, periodic mailings to voters to verify continued residency (NM Stat. Ann. § 1-4-28).
New York	No	Yes	Affidavit ballot envelopes with a new address, notices from any state agency which conducts voter registration, returned election mail with a forward address, national or state voter registration forms, confirmation mailing response cards (NY Elec. Law § 5-208).
North Carolina	No	Yes	Data-sharing agreements with other states, reports from dept. of transportation or other voter registration agencies, notice of cancellation from another county or state. Forwardable confirmation mailings are sent after every congressional election to any voter whose address has not been confirmed by another means (NC Gen. Stat. § 163-82.14).
North Dakota	n/a – North Dakota does not have voter registration.		
Ohio	Yes	Yes	(ORC § 3503.21).

State	ERIC Member?	USPS NCOA?	Other Sources
Oklahoma	No	Yes	Returned election mail, voters who have surrendered their driver's license upon being issued a license in another state (26 OS § 4-120.2 and 4-118.1).
Oregon	Yes	Yes	(ORS § 247.295).
Pennsylvania	Yes	Optional	Annual address confirmation program may use USPS NCOA data, and/or commission may send a nonforwardable address confirmation mailing to all registered electors in the county. In conjunction with the aforementioned program (but not as an alternative), commissions may conduct a door-to-door canvass or may send a cancellation notice to any registered voter who has not voted or appeared to vote during the previous five years (25 Pa. Cons. Stat. § 1901).
Rhode Island	Yes	Yes	Mailings by the jury commissioner to a voter that are returned as undeliverable, an official election mailing sent to at least a majority of registered voters in a city or town is returned as undeliverable (R.I. Gen. Laws § 17-9.1-26 and 17-9.1-27).
South Carolina	Yes	No	Various state agencies are required to provide information and data to the State Election Commission, but that data cannot be used to update electors' addresses. "The name or address of a registered elector only must be updated as a result of the elector's actions in filing a notice of change of name, change of address, or both." (SC Code Ann. § 7-5-186(A)(2)(b)). If a notice of registration is returned as undeliverable, the voter is placed in inactive status (SC Code Ann. § 7-5-330(E)(2)). Dept. of Motor Vehicles is required to furnish the executive director with a monthly report of all persons age 18 or older who have surrendered their driver's license or ID card and obtained the same in another state (SC Code Ann. § 7-3-70).
South Dakota	No	Yes	(SDCL § 12-4-19).
Tennessee	No	Optional	County election commissions are required to conduct an address verification program that conforms to NVRA at least biennially, but may do so annually. Commissions may use any of the following: the return of mail sent by the election commission, USPS NCOA, and information received as a result of a comparison of voter registration addresses with the residential addresses of record with the department of safety (Tenn. Code Ann. § 2-2-106).
Texas	Yes	Yes	When a voter applies for a "limited ballot" because they have moved to a new jurisdiction, or requests a ballot with a federal postcard application that shows an address outside the voter's current county of registration, the clerk is required to notify the clerk of the voter's former county of residence (Tex. Elec. Code § 15.022 and 112.012).
Utah	Yes	Not specified	Not specified
Vermont	Yes	Not specified	Not specified

State	ERIC Member?	USPS NCOA?	Other Sources
Virginia	Yes	Yes	Driver License Compact set out in 46.2-483 (Va. Code Ann. § 24.2-427), “other reliable sources” (Va. Code Ann. § 24.2-428), if a voter provides an address on a candidate or referendum petition that differs from the address on the voter registration system, or if any of certain official election mail items are returned as undeliverable (Va. Code Ann. § 24.2-428.1).
Washington	Yes	Yes	Mail sent by the county auditor that is returned as undeliverable without address correction information; change of address information received from department of licensing, or another state agency designated to provide voter registration services indicating that the voter has moved out of the state (RCW § 29A.08.620).
West Virginia	Yes	Yes	Comparison by the secretary of state of county records with the data records of the division of motor vehicles and any other state agency that maintains records of residents of the state (W.V. Code § 3-2-25). Election mailings returned as undeliverable (W.V. Code § 3-2-26).
Wisconsin	Yes	Yes	“Reliable information”; all municipal departments and agencies are required to notify the clerk or board of election commissioners when receiving information that a registered elector has changed their residence (Wis. Stat. Ann. § 6.50(3) and 6.50(8)).
Wyoming	No	No	The county clerk may investigate the qualifications of any voter registration when he has reasonable cause to believe the voter may be unqualified. The criteria used for investigation of qualifications are location of dwelling of registrant and family, occupation and location of employment, location of vehicle registration, Wyoming driver’s license or tribal ID card, property owned, and any other residency qualifications either provided by law or deemed reasonable by the clerk to render a judicious determination (Wyo. Stat. Ann. § 22-3-105).

Sources for Maintaining Accurate Addresses for Voter Registration

[Read More](#)

Removing Voters for Lack of Voting-Related Activity

Following a process required by the National Voter Registration Act of 1993, in all states, inactive voters can eventually be removed from the registration rolls. In most states, an indication of a voter’s ineligibility—generally a move to an address outside the jurisdiction—starts a years long process that can result in the removal of the voter from the registration list.

States must first mail an address confirmation to the voter. If the voter fails to respond within a specified period, in many states the voter is placed on an inactive list. If the voter fails to vote, update his or her address, or engage in other election activity such as signing a candidate or initiative petition for a period including two federal general elections, only then can election officials remove the voter from the registration list.

Ohio put this rule to the test in 2011. Like many states, Ohio relies on the U.S. Postal Service's National Change of Address program to identify voters who have moved. Since some people move without filing a change of address with the Postal Service, Ohio implemented what it calls a "Supplemental Process," which relies on voter inactivity as an indicator of potential ineligibility.

Laid out in an updated [2021 directive from the secretary of state](#) rather than in a statute, Ohio's Supplemental Process directs county boards of elections to mail address confirmation notices not only to people for whom they have an indication of a move but also to voters who have failed to engage in voter activity for four years. "Voter activity" could include not only voting, but also signing a petition (as of the 2021 update to the directive) or updating a voter registration record. This is similar to the process by which notification of an address change triggers confirmation notices. If the voter fails to respond to the notice and fails to engage in voter activity for an additional four-year period, including two general elections, the voter is removed from the registration rolls. The process rests on the concept that an elector's failure to vote or update his or her voter registration may be an indicator that the elector has moved.

After Ohio's initial implementation of its Supplemental Process in 2011, voting rights advocates sued, alleging that the process to remove voters begins with a failure to vote, which is prohibited by the NVRA. Ohio maintained that it is the initiation of the Supplemental Process, not the initiation of a removal process, that is based on voter inactivity. In 2018, [the U.S. Supreme Court sided with Ohio](#).

Ohio continues to operate the Supplemental Process, and at least 19 additional states have a process for flagging and eventually removing registrations based primarily on voter inactivity. These states vary in the steps required before a voter registration may be canceled for inactivity, and in how long that process takes.

- In eight states (Alabama, Alaska, Iowa, Ohio, Oklahoma, South Dakota, West Virginia and Wisconsin), a voter has to remain inactive for eight years before his or her registration is canceled. Election officials send an address confirmation notice to any registered elector who has not voted in the past four years. Electors who fail to respond are placed on an inactive list. If they remain inactive through the next two general elections, they are removed from the registration list. Note: Wisconsin is exempt from the NVRA and is thus not required to follow eligibility-based criteria to trigger an address confirmation process.
- In Florida, Maine, Missouri and Montana, the total period of inactivity is eight years, and election officials have some discretion in deciding whether to send address confirmation cards to inactive voters (see the table below for details). Voters who do not respond to an address confirmation request are designated inactive, and are deleted from the registration rolls if they remain inactive through two general elections.
- In Georgia, Pennsylvania and Rhode Island, the process is similar, except that the initial period of inactivity triggering the address confirmation mailing is five years, rather than four, for a total period of inactivity of nine years before a voter is removed from the list.
- In Hawaii, Idaho, Minnesota and New Hampshire, election officials cancel the registrations of voters after their failure to vote in the past four years. Unlike the other states, there is no period during which a voter is designated inactive before they are removed. Note that Idaho, Minnesota and New Hampshire are exempt from the NVRA and are thus not required to follow eligibility-based criteria to trigger an address confirmation process.
- Wyoming's removal process is the quickest: Failure to vote in a general election results in the cancellation of an elector's registration. Wyoming is exempt from the NVRA and is therefore not required to follow eligibility-based criteria to trigger an address confirmation process.

Note that nine of the states that use voter inactivity to initiate the process of canceling a voter registration also offer registration on Election Day, and Montana permits registration throughout the early voting period. A voter whose registration was canceled for inactivity in these states would have the option of reregistering on Election Day (in Montana, during early voting) and casting a ballot. Voters in the other states would have to meet the state deadline for registration prior to the election.

State	Summary
Alabama	Any voter who fails to vote for four years is placed on an inactive list by the local board of registrars (Ala. Code § 17-4-9). The name of a registered voter who does not vote in the next two federal elections held after his/her name is placed on the suspense file shall be removed from the voter list (Ala. Code § 17-4-30(c)).
Alaska	Each January, the election director is required to send a nonforwardable notice to anyone who has not voted or appeared to vote in the previous two general elections. If the notice is returned as undeliverable, a forwardable notice of pending inactivation is sent. If the voter does not respond within 45 days, their registration is marked inactive (AS § 15.07.130). Inactive registrations are canceled after the second general election that occurs after the registration becomes inactive if the voter does not contact the division or vote or appear to vote (AS § 15.07.130(b)).
Florida	County supervisors are required to conduct list maintenance using one or more of three specified procedures. One procedure involves sending a nonforwardable address confirmation to all voters who have not voted in the last 2 years and who did not make a written request to update registration records (Fla. Stat. § 98.065). If the voter does not update his or her registration information, request a mail ballot, or vote by the second general election after being placed on the inactive list, the voter's name is removed from the registration system (Fla. Stat. § 98.065(4)(c)).
Georgia	In each odd year, secretary of state identifies voters with whom there has been no contact (voter has not updated registration, voted, signed a petition or responded to a mailing) in five years. A nonforwardable mailing is sent to these electors. If it is returned as undeliverable, a forwardable confirmation mailing is sent. If there is no response within 30 days, the elector is placed on the inactive list (Ga. Code § 21-2-234). If an elector makes no contact during the period beginning when they are placed on the inactive list through the day after the second November general election held after that date, they are removed from the inactive list of electors and a notice is mailed to the elector (Ga. Code § 21-2-235).
Hawaii*	No later than 60th day after each general election, clerk removes the names of any registered voter who did not vote in that election or in the general election proceeding it as well as both primaries and any special election during that time (HRS § 11-17).
Idaho*	Within 120 days of each general election, county clerks cancel the registration of any elector who did not vote at any election in the past four years (IC § 34-435). <i>Idaho is exempt from NVRA's prohibition on removing voters for inactivity because they had Election Day registration at the time NVRA was enacted.</i>
Iowa*	Commissioners using NCOA are required to send a forwardable notice to each registered voter whose name was not reported by NCOA and who has not voted in two or more consecutive general elections and has not registered again, updated their registration, or responded to a notice from the commissioner or registrar during the period between and following the previous two general elections (Iowa Code § 48A.28). If a confirmation notice is returned as undeliverable, the commissioner makes the

State	Summary
	registration record inactive and mails a forwardable notice to the voter's most recent address (Iowa Code § 48A.29). When a record is inactive for two successive general elections, it is canceled (Iowa Code § 48A.30(1)(g)).
Maine*	A municipality may send a nonforwardable address verification mailing to voters who did not vote in the most recent general election (Code Me. R 29-250 § 505(2)(B)). A registrant who fails to respond to a change of address confirmation card within 20 days may be designated as inactive. Inactive designation is removed if registrant votes, changes address within municipality, responds to an address confirmation card, signs a petition or nomination paper, or otherwise makes their residence in the community known (Code Me. R. 29-250 § 505(1)(3)). If an inactive registrant fails to engage in any of the above activities for a period of two consecutive general elections, the registrant may be removed from the voter list (Code Me. R. 29-250 § 505(1)(3)(D)).
Minnesota*	After the close of the calendar year, the secretary of state shall determine if any registrants have not voted during the preceding four years and change the status of those registrants to "inactive" in the statewide registration system. Registrants whose status was changed to "inactive" must register in the manner specified in 201.054 before voting (Minn. Stat. § 201.171). <i>Minnesota is exempt from NVRA's prohibition on removing voters for inactivity because they had Election Day registration at the time NVRA was enacted.</i>
Missouri	At the discretion of the election authority, the canvass that is required every two years may be made by including only those voters who did not vote at the last general election and those who registered since the last general election (Mo. Rev. Stat. § 115.181(2)). An inactive voter is removed from the register if the voter fails to respond to a notice and has not voted during the period beginning on the date of the notice and ending on the day after the second general election that occurs after the notice (Mo. Rev. Stat. § 115.193).
Montana**	As part of the required biennial list maintenance practices, administrators may conduct a targeted program that confirms the addresses only of electors who failed to vote in the preceding federal general election, applicants who failed to provide required information on registration forms, and provisionally registered electors (Mont. Code Ann. § 13-2-220). The registration of an elector who is placed on the inactive list and who fails to vote in two consecutive federal general elections is canceled (Mont. Code Ann. § 13-2-402).
New Hampshire*	Every 10 years, people who have not voted in the previous four years are notified and if they fail to reregister within 30 days, they are stricken from the checklist (NH Rev. Stat. Ann. § 654:39). <i>New Hampshire is exempt from NVRA's prohibition on removing voters for inactivity because they had Election Day registration at the time NVRA was enacted.</i>
Ohio	Lack of voter activity, including voting or filling out a registration form, for a period of two years is used to identify voters who may have moved. A confirmation notice is mailed to these voters. Voters who do not respond, or whose notice is returned as undeliverable, are designated inactive (Secretary of State Directive 2021-03 , page 3-56). A voter's registration is canceled if, after having been mailed a confirmation notice, for a period of four years after the notice was mailed, the voter fails to respond to the notice, update their registration, update or confirm their address with the bureau of motor vehicles, vote or engage in voter activity, or respond to a "last chance" notice of pending cancellation (ORC § 3503.21).

State	Summary
Oklahoma	An address confirmation mailing is sent to any registered voter who did not vote in two previous general elections or any election conducted during that time and who has not initiated a voter registration change. Voters who do not respond are designated as inactive 60 days after the mailing. An inactive voter who does not vote in any election beginning on the date of the confirmation mailing and ending on the day after the date of the second successive general election for federal office is removed as a registered voter (26 OS § 4-120.2, Okla. Admin. Code § 230:15-11-19(a)(3)).
Pennsylvania	In addition to address confirmation procedures, commissions may send a cancellation notice to any voter who has not voted or appeared to vote during the previous five years and for whom the board of elections did not receive during that period any information confirming that the elector still lives in the district. A voter who fails to respond to a cancellation notice is marked inactive. If an inactive voter fails to vote in an election during the period beginning on the date of the notice and ending on the day after the date of the second general election for federal office that occurs after the date of the notice, the voter's registration is canceled (25 Pa. Cons. Stat. § 1901).
Rhode Island	Annually, each local board of canvassers sends a nonforwardable notice to every active registered voter who has not voted or otherwise communicated with the board in the past 5 calendar years. This process is not required if the state or federal government fails to appropriate necessary funds (R.I. Gen. Laws § 17-9.1-27). Voters who fail to respond to a confirmation notice within 14 days are placed on the inactive list. If the voter fails to vote by the second general election following the date of the confirmation mailing, the voter is removed from the voting list (R.I. Gen. Laws § 17-9.1-26).
South Dakota	Every odd-numbered year, county auditors send a nonforwardable address confirmation to any voter who has failed to vote, update their registration, or reply to a confirmation mailing in the last four years. The mailing may be omitted for voters who the county auditor can determine have moved via NCOA data (SDCD § 12-4-19). If the voter fails to return the card within 30 days, their registration is made inactive (SDCL § 12-4-19.1). If a voter placed in the inactive file does not vote by the second general election following the confirmation mailing, the registration is canceled (SDCL § 12-4-19.4).
West Virginia	Once each four years in the year following a presidential election, all counties using NCOA data mail a confirmation notice to those persons not identified as potentially ineligible through the change of address comparison procedure but who have not updated their voter registration records and have not voted during the preceding four calendar years for the purpose of identifying voters who have become ineligible. If the notice is returned as undeliverable or the voter fails to respond, the record is designated inactive (W.V. Code § 3-2-25). Clerk of the county commission cancels the records of all voters on the inactive file who have not responded to the confirmation notice, otherwise updated their voter registrations or voted in any election held in the county during a period beginning on the date of the notice and ending on the day after the date of the second general election for federal office which occurs after the date of the notice (W.V. Code § 3-2-27).
Wisconsin*	No later than June 15 following each general election, commissions examine registration records for each municipality and identify each elector who has not voted within the previous 4 years and mails a notice of suspension of registration. If the elector does not respond within 30 days, their registration status is changed from eligible to ineligible (Wis. Stat. Ann. § 6.50(1)). <i>Wisconsin is exempt from NVRA's prohibition on removing voters for inactivity because they had Election Day registration at the time NVRA was enacted.</i>

State	Summary
Wyoming*	A registered elector's registration shall be canceled for failure to vote in any general election (Wyo. Stat. Ann. § 22-3-115). <i>Wyoming is exempt from NVRA's prohibition on removing voters for inactivity because they had Election Day registration at the time NVRA was enacted.</i>

State Practices for Removing Voters for Lack of Voting-Related Activity

* State offers Election Day registration.

** State offers registration throughout the early voting period, which ends the day before Election Day.

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Removing Deceased Voters' Records

The Help America Vote Act of 2002 requires states to coordinate voter registration databases with the state agency responsible for recording deaths, most commonly a bureau of vital statistics or health department. The deceased voter may be removed from the rolls by the chief election official, or the information may be forwarded to county or local officials who remove the deceased voter's name.

States may use additional sources of information beyond official vital statistics to identify deaths and remove voter registrations, including:

- ERIC—The Electronic Registration Information Center, an interstate data-sharing organization, provides member states with death records.
- Government officials or entities—At least four states (Alabama, Indiana, New Mexico, Washington) accept reports from election inspectors, judges of probate, sheriffs, court clerks, tribal governments, etc.
- Vital records bureaus of other states—Accepted in at least five states (Delaware, Georgia, Indiana, Minnesota, Oklahoma).
- Social Security Administration data—Accepted by statute in Florida, Indiana, Kansas, Maryland, Minnesota, Oklahoma, Tennessee, Texas, Utah and Washington.
- Family member reports—Accepted in Alabama, Colorado, Delaware, Georgia, Iowa, Maine, North Carolina, Oklahoma, Texas and West Virginia.
- Obituaries—Accepted in Georgia, Indiana, Iowa, Kansas, Louisiana, Maine, Maryland, Montana, New Mexico, Pennsylvania, South Dakota, Vermont, Washington and West Virginia.
- Notices related to estate administration, wills or probate proceedings—Accepted in Alabama, Indiana, Iowa, New Mexico, North Carolina, Pennsylvania and Texas.
- An election official's personal knowledge—Accepted in Alabama, Georgia, Iowa, Nevada and Texas.
- Unique sources of information—Accepted in several states:
 - Colorado—"sufficient proof that an elector is deceased."
 - Kentucky—"other reliable sources."
 - Maryland—"other reliable reports of death."

- **Nebraska**—“any supporting information.”
- **New Hampshire**—If election officials learn of a death but do not receive official notice, they may mail a notice to the voter believed to be deceased, and if no response is received within 30 days, the registration is canceled.
- **Oklahoma**—Notification by a nursing or veterans’ home, a funeral director or the military is sufficient to cancel a deceased voter’s registration.
- **Washington**—Any registered voter may sign a statement under penalty of perjury to the effect that another voter is known to be deceased and file that with the county auditor or secretary of state.

State	Sources of Information	Practices
Alabama	Monthly report from office of vital statistics of the state department of public health to the board of registrars of the county a report (Ala. Code § 17-4-4). Appropriate state departments or agencies are required to report information about deaths to the secretary of state (Ala. Code § 17-4-6). A family member of an elector, an election inspector, a judge of probate, a sheriff, and a clerk of the circuit court can report the death of an elector to the board of registrars (Ala. Code § 1704-6.1).	Secretary of state disseminates information to appropriate boards of registrars (Ala. Code § 17-4-6). If information received about a death is based on official records, the county board removes the elector from the registration list. If the information about a death is not based on official records, the board investigates to confirm whether the elector is deceased before removing them (Ala. Code § 17-4-6.1).
Alaska	At least monthly, the director of elections shall obtain a list of all residents who have died from the bureau of vital statistics (AS § 15.07.130(c)).	Promptly after the receipt of each list, the director cancels the registration of deceased voters (AS § 15.07.130(c)).
Arizona	Monthly report from department of health services reports death records to the secretary of state, and an annual report of all deaths of residents of the state that are reported to the department of health services (ARS § 16.165(D)).	Secretary of state cancels the names of deceased persons from the statewide voter registration database and notifies the appropriate county recorder, who cancels the name of the person from the register (ARS § 16.165(D)).
Arkansas	State registrar of vital records is required to promptly notify the secretary of state of the death of all state residents (Const. Amend. 51, § 11).	Secretary of state provides a listing of deceased voters to the permanent registrar of each county; registrars cancel the registration (Const. Amend. 51, § 11).
California	Monthly notification from local registrar of births and deaths to county elections official (Elec. Code § 2205). Secretary of state facilitates availability of death statistics from state department of health services (Elec. Code § 2206).	County elections official or secretary of state cancels registration (Elec. Code § 2205 and 2206).
Colorado	Monthly report from state registrar of vital statistics; written notice signed by a family member of the deceased; or sufficient	Registrations canceled electronically upon receipt of monthly reports by either secretary of state or county clerk. Clerk

State	Sources of Information	Practices
	proof that an elector is deceased (CRS § 1-2-302(3.5)(a) and 1-2-602).	cancels registrations upon sufficient proof an elector is deceased (CRS § 1-2-302(3.5)(a) and 1-2-602).
Connecticut	Not specified.	Registrars remove the name from the list (Conn. Gen. Stat. § 9-35).
Delaware	Monthly report by Office of Vital Statistics to Dept. of State and State Election Commissioner; OVS also provides a biennial list of Delaware citizens who died in another state or country. Decedent's spouse, adult child, sibling or parent may provide a copy of a death certificate to the Dept. (Del. Code tit. 15, § 1705).	Upon receipt of a file or list from the Office of Vital Statistics, Dept. cancels the registration of each voter whose name is on the list (Del. Code tit. 15, § 1705).
District of Columbia	Monthly report from the mayor of deaths of residents over age 18 (DC Code § 1001.07(k)). Board is authorized to develop other methods of identifying deceased voters (DC Code § 1001.07(j)).	Voter's registration is canceled (DC Code § 1-1001.07(k)).
Florida	Data from the state Dept. of Health or the U.S. Social Security Administration, including but not limited to any master death file or index it compiles; death certificate issued by a governmental agency (Fla. Stat. § 98.075 and 98.093).	Voter's name removed within 7 days after receipt of records by secretary of state; county supervisors remove names upon receipt of a death certificate (Fla. Stat. § 98.075 and 98.093).
Georgia	Local registrar of vital statistics in each county provides a monthly list to the secretary of state of all deaths in the county. Secretary of state is also authorized to obtain information from the state registrar of vital statistics and from other states. County registrars may obtain information from published obituaries, death certificates, verifiable knowledge of death, and written information provided by a family member (Ga. Code § 21-2-231).	Secretary of state removes all names from the list of electors and notifies the registrar in the county where the deceased person was domiciled at the time of their death. If the county registrar obtains information about a death, they remove the name from the list of electors and mail a notification to the address on the voter's registration record (Ga. Code § 21-2-231).
Hawaii	County clerks are authorized to request information from the department of health for deaths (HRS § 11-20).	Clerk removes the name from the register (HRS § 11-23).
Idaho	State board of health provides a monthly list to the secretary of state of all deaths (IC § 34-433).	Secretary of state furnishes a copy of the list to each county clerk; clerks immediately cancel all registrations of individuals reported as deceased (IC § 34-422).
Illinois	County clerks may issue certifications from the electronic reporting system for death registrations; regardless of whether such a system is established, county clerks have a duty to examine, monthly, records deposited pursuant to the Vital Records Act relating to deaths (10 ILCS 5/4-14.1).	Upon receipt of a voter's death certificate issued by the Dept. of Vital Records, registration is canceled (Ill. Admin. Code tit. 26, § 216.50).

State	Sources of Information	Practices
Indiana	<p>Election division coordinates the statewide voter registration system with the state department of health to permit county voter registration offices to cancel registration records of deceased individuals on an expedited basis. State dept. of health reports to the election division, by county, information on people who have died within Indiana but outside the county of residence or outside the state and maintained a residence address within the county during the two years preceding the date of death (IC § 3-7-45-2.1). Receipt of a copy of a death certificate, obituary, notice of estate administration, or other notice of death published in a newspaper (IC § 3-7-45-4). Election division coordinates with the bureau of motor vehicles to obtain information on individuals reported deceased by the bureau (IC § 3-7-45-2.2). State dept. of health acquires information regarding deaths of Indiana residents occurring in other states from those states or from the State and Territorial Exchange of Vital Events System and the Electronic Verification of Vital Events System (IC § 3-7-45-5). At least once a month, election division obtains information from the federal Social Security Administration as required by 52 U.S.C. 21083 (IC § 3-7-45-6.1).</p>	<p>County officials cancel the registration of each deceased person listed in the reports (IC § 3-7-45-3).</p>
Iowa	<p>State registrar of vital statistics sends a quarterly report of deaths to the state registrar of voters (Iowa Code § 48A.31). Commissioner may accept as evidence a notice from the state registrar of vital statistics forwarded by the state registrar of voters, a written statement from a person related to the deceased voter, an obituary, a written statement from an election official or personal representative of the registered voter's estate, or a notice from the county recorder (Iowa Code § 48A.30). County commissioners are required to run the statewide voter registration system's matching program in the month following each calendar quarter to determine whether any listed decedents were registered to vote in the county and immediately cancel the registration of any person named on the list of decedents (Iowa Code § 48A.31).</p>	<p>The voter registration is canceled (Iowa Code § 48A.30).</p>

State	Sources of Information	Practices
Kansas	An obituary notice in a newspaper of general circulation in the county, list compiled by secretary of health and environment, social security administration data (KSA 25-2316c).	State registrar provides a monthly list of deceased residents to the county election officer of each county (KSA § 65-2422d(f)). County election officer removes the voter's name from the registration books and party affiliation lists (KSA 25-2316c).
Kentucky	Cabinet for Health and Family Services notifies state board of elections (timing/nature of notification not specified); "other reliable sources" (KRS § 116.113).	SBOE removes voter from registration records within 5 days of notification. SBOE notifies clerk of the county in which the voter lived, and within 10 days the county clerk updates the county registration files (KRS § 116.113).
Louisiana	Parish health officers send monthly notice to registrars of voters of the deaths of each person in the parish during the preceding month. State dept. of health sends dept. of state a monthly report of all voters age 16 or older who died in the previous month (La. Stat. Ann. § 18-173).	Dept. of state cancels registration and notifies registrar of the parish in which the voter was registered. Registrars may cancel a registration based on an obituary if it provides enough information to identify the voter and the registrar confirms the death with the office of vital records (La. Stat. Ann. § 18-173 and 18-176).
Maine	Registrars review records of deaths provided by the Dept. of Health and Human Services and Office of Vital Records; published obituaries or a signed noticed by an immediate family member, if they contain the name of the voter and the date and place of death (Me. Stat. tit. 21-A, § 128).	Municipalities remove the names of residents who have died from the voter list (Code Me. R. 29-250 § 505(1)(1)).
Maryland	Department of health reports on deaths to the state administrator. The state administrator makes arrangements with the U.S. Social Security Administration or its licensee to receive reports of deaths of Maryland residents. State administrator transmits information to the appropriate local board. Local boards may rely on obituaries or other reliable reports of death (MD Elec. Code, § 3-504).	Election director of the local board may remove the voter from the statewide voter registration list (MD Elec. Code, § 3-504).
Massachusetts	The city or town clerk or other officer having charge of registration of deaths must send a monthly list as well as a list two days before every election of deaths (Mass. Gen Laws ch. 51, § 14). Secretary of state works with Dept. of Public Health to match the death list against the voter registration list every six months (no citation provided).	The name of the voter is stricken from the list (Mass. Gen. Laws ch. 51, § 38).
Michigan	At least once a month, the county clerk forwards to the clerk of each city or township in the county a list of the last known	City or township clerk cancels the registration of all deceased electors (MCL § 168.510).

State	Sources of Information	Practices
	address and birth date of all persons over age 18 who have died in the county (MCL § 168.510). Secretary of state forwards all death notices received to clerks in cities and townships (MCL § 168.509z).	
Minnesota	Monthly report from commissioner of health to secretary of state about individuals 18 or older who have died since the previous report; secretary may also utilize the Social Security Death Index or reports from the vital records department of another state (Minn. Stat. § 201.13).	Secretary of state prepares a list for each county auditor; within 60 days of receiving the list, county auditors change status of those registrants to “deceased” (Minn. Stat. § 201.13).
Mississippi	Statewide Elections Management System gets a monthly upload from the Dept. of Health and Vital Statistics (see MS Secretary of State’s Guidelines for Voter Roll Maintenance).	Voter is removed from the roll (Miss. Code Ann. § 23-15-153).
Missouri	At least once a month, the state or local registrar of vital statistics provides the election authority a list of the names and address of each person over 18 who has been reported. This is also provided to the secretary of state (Mo. Rev. Stat. § 115.195)	Secretary of state notifies the election authority of the jurisdiction in which the deceased resided (Mo. Rev. Stat. § 115.195). Each election authority removes from its registration records the names of voters reported dead (Mo. Rev. Stat. § 115.199).
Montana	Dept. of health and human services reports deaths to county clerks on a quarterly basis (Mont. Code Ann. § 50-15-409), certificate of death may be filed with election administrator, newspaper obituaries (Mont. Code Ann. § 13-2-402).	Registration is canceled (Mont. Code Ann. § 13-2-402).
Nebraska	Dept. of health and human services reports deaths to election commissioners or county clerks on a quarterly basis. Election officials may also use “any supporting information” of the death of a voter (Neb. Rev. Stat. § 32-327).	Election commissioner or county clerk removes deceased person from the register (Neb. Rev. Stat. § 32-327).
Nevada	Clerk’s personal knowledge of the death of any voter, or the filing of an authenticated certificate of death in the clerk’s office (NRS § 293.540).	Clerk cancels the registration (NRS § 293.540).
New Hampshire	Secretary of state compares information contained in each death record received by the division of vital records with information contained in the statewide centralized voter registration database and submits to the state registrar a list of every city or town that has a registered voter matching the decedent’s information (NH Rev. Stat. Ann. § 5-C:4). If a supervisor learns of a	State registrar transmits notice of deaths to the clerk of the city or town of residence of the decedent (NH Rev. Stat. Ann. § 5-C:4). Clerk notifies the supervisors of the checklist at their next regular meeting; supervisors remove names of deceased (NH Rev. Stat. Ann. § 654:37). Names are removed if they do not

State	Sources of Information	Practices
	death but does not receive the notice described herein, they mail a 30-day letter to the last known address of the voter (NH Rev. Stat. § 293.37-a).	respond to a letter sent out under 654:37 (NH Rev. Stat. Ann. § 654:37-a).
New Jersey	The health officer in each municipality files a monthly list of deaths with the commissioner for registration for the county. The state registrar of vital statistics files an annual list of deaths with the commissioner of registration of each county no later than May 1 (NJ Rev. Stat. Ann. § 19:31-16).	Within 30 days of receipt of the list, commissioners determine if the deceased persons are registered voters and transfer them to the death file as soon as possible (NJ Rev. Stat. Ann. § 19:31-15).
New Mexico	Obituary notices, probate records, comparison of registration records with monthly lists filed by the state registrar of vital statistics with the secretary of state, notarized documents from the president or governor of an Indian nation, tribe or pueblo or from a tribal enrollment clerk (NM Stat. Ann. § 1-4-25).	Secretary of state forwards each county's list to the county clerk, who cancels certificates of registration upon receipt of the list (NM Stat. Ann. § 1-4-25).
New York	State health department and NYC department of health are required to deliver records of death at least monthly to the state board of elections (NY Elec. Law § 5-708).	Registration is canceled (NY Elec. Law § 5-400).
North Carolina	Dept of health and human services furnishes a monthly list of deceased persons, signed statement of a near relative or personal representative of the estate of the deceased voter (NC Gen. Stat. § 163-82.14).	SBOE distributes list to each county board, which removes from its voter registration records any person the list shows to be deceased or any person reported by family or their estate (NC Gen. Stat. § 163-82.14).
North Dakota	n/a – North Dakota does not have voter registration	
Ohio	Monthly list from director of health of all persons over age 18 who have died in the previous month (ORC § 3503.18).	Board of elections cancels registration of each elector named in the report (ORC § 3503.18).
Oklahoma	State department of health transmits a monthly list to the state election board of all deaths; secretary of the board transmits lists to county election boards. Certified copy of death certificate from any person or upon execution of a form prescribed by the state board by next of kin. Administrators of nursing facilities and veterans centers, funeral directors may execute a form prescribed by the state board to notify the county election board of a death. Notification by the Oklahoma National Guard or US armed forces. State election board is authorized to obtain death records from social security administration and from other states (26 OS § 4-120.3).	County boards remove deceased persons' names from the registry and database (26 OS § 4-120.3).

State	Sources of Information	Practices
Oregon	State law requires that all deaths in a county be reported to county registrar or the Center for Health Statistics within 5 days (ORS § 432.133); monthly list is furnished by Oregon Health Authority to the secretary of state of state of residents who have died during the preceding month and for whom a report of death was not submitted to a county registrar (ORS § 247.570).	County clerks cancel the registration of deceased voters (ORS § 247.570).
Pennsylvania	Department of health is required to send to a commission the name and address of individuals within 60 days of receiving notice of their death. Commissions may also use newspaper obituaries, letters testamentary, or letters issued by the office of the registrar of wills (25 Pa. Cons. Stat. § 1505).	Commission cancels the registration of the elector (25 Pa. Cons. Stat. § 1505).
Rhode Island	State registrar of vital records is required to electronically transmit to the secretary of state, on a monthly basis, a list of any reported deaths of people age 18 or older (R.I. Gen. Laws § 23-3-5). Health department provides monthly list of deaths (no statute or formal rule, but a long-standing practice, per conversation with state election officials, Aug. 2021)	Secretary sends lists to local boards of canvassers, who purge their files of registration cards of deceased voters and cancel the voter registration information in the central voter registration system (R.I. Gen. Laws § 17-10-1).
South Carolina	Office of Vital Statistics is required to provide information and data to the State Election Commission (SC Code Ann. § 7-5-186). Bureau of Vital Statistics must furnish executive director a monthly report of all persons age 18 or older who have died since the previous report (SC Code Ann. § 7-3-40).	State election commission removes voter from official list (SC Code Ann. § 7-5-340)
South Dakota	Published obituaries; voter registration records in the statewide voter registration file are matched with death records maintained as vital statistics records by the Department of Health (SDCL § 12-4-18).	Any voter who is deceased is removed from the voter registration records (SDCL § 12-4-18).
Tennessee	State office of vital records furnishes a monthly list to the coordinator of elections with all persons aged 18 or older who have died in the state. Coordinator of elections annually obtains information from the federal social security administration master death file. Coordinator notifies county election commissions of deaths in their county. (Tenn. Code Ann. § 2-2-133).	County election commissions cancel the registration of each deceased person (Tenn. Code Ann. § 2-2-133).

State	Sources of Information	Practices
Texas	Each month the local registrar of deaths is required to prepare an abstract of each death certificate issued for a decedent 18 years of age or older and file that with the decedent's county of residence and the secretary of state. The clerk of each court having probate jurisdiction is required to prepare an abstract of each application for probate of a will and file it with the voter registrar and secretary of state. Once a week, the Bureau of Vital Statistics furnishes to the secretary of state information relating to deceased residents of the state. Quarterly, the secretary of state obtains information from the US Social Security Administration (Tex. Elec. Code § 16.001). Personal knowledge of the registrar or receipt of a sworn statement from a person related within the second degree by consanguinity or affinity (Tex. Elec. Code § 16.031).	Registrar cancels the voter's registration immediately (Tex. Elec. Code § 16.031).
Utah	Lieutenant governor makes available to county clerks US Social Security Administration data regarding deceased individuals (Utah Code § 20A-2-306).	Within 10 business days (20A-2-305 says 5 days) of receipt of information, county clerk removes the decedent's name from the official register (Utah Code § 20A-2-306).
Vermont	Board of civil authority may use obituaries and death certificates (17 V.S.A. § 2150).	The name of any voter proven to be deceased shall be removed from the checklist (17 V.S.A. § 2150).
Virginia	State Registrar of Vital Records is required to transmit a monthly list of decedents age 17 or older to the Department of Elections (Va. Code Ann. § 24.2-408)	General registrar cancels the registration (Va. Code Ann. § 24.2-427).
Washington	Registrar of vital statistics prepares a periodic list of persons who resided in each county who have died and supply the list to the secretary of state; county auditors may use government agencies and newspaper obituaries as a source of information; any registered voter may sign a statement under penalty of perjury to the effect that they know or believe another voter to be deceased and file that with the county auditor or secretary of state (RCW § 29A.08.510). Secretary of state may use information from the Social Security Administration to identify deceased voters (WAC 434-324-090).	Secretary of state or county auditor cancels the registrations of deceased voters (RCW § 29A.08.510).
West Virginia	Death certificates provided by the Registrar of Vital Statistics, comparison by secretary of state of the records of the Registrar of	Clerk of the county commission cancels the voter's registration (W.V. Code § 3-2-23).

State	Sources of Information	Practices
	Vital Statistics with the county voter registration records, published obituaries or other writing clearly identifying a deceased person by name, residence and age corresponding to the voter record, or an affidavit signed by the parent, legal guardian, child, sibling or spouse of the voter giving the name and birth date of the voter and the date and place of death (W.V. Code § 3-2-23).	
Wisconsin	Municipal clerk or board of election commissioners checks vital statistics reports (Wis. Stat. Ann. § 6.50(4)).	Clerk or board changes the registration status of deceased electors from eligible to ineligible status (Wis. Stat. Ann. § 6.50(4)).
Wyoming	Secretary of state and director of the department of health are required to match information in the voter registration system with the death records in the office of vital records services (Wyo. Stat. Ann. § 22-3-102).	Secretary of state removes the names of deceased individuals from voter registration lists (Wyo. Stat. Ann. § 22-3-102).

State Practices for Removing Names of Deceased Voters

[Read More](#)

Removing Voters Convicted of Disqualifying Crimes

Maine, Vermont and the District of Columbia allow people serving time for [felony convictions](#) to vote; in all other states, convictions lead to the loss of the right to vote while incarcerated. In fact, in many states, disenfranchisement extends through probation and parole, or sometimes is permanent.

The Help America Vote Act of 2002 requires states to coordinate their voter registration database with records from the state department of corrections, and the National Voter Registration Act requires U.S. attorneys to report felony criminal convictions in federal court to state chief election officials. Most states require courts or the department of corrections to file a monthly report with the state's chief election official listing all disenfranchising convictions. That official may cancel the relevant voter registrations or may forward the information to county and local officials, who then cancel the relevant registrations. In a few states (New Jersey, Oregon, Washington), registrations are marked as disqualified rather than being deleted.

Learn more about the voting rights of people with criminal convictions from the [Sentencing Project](#).

State	Sources of Information	Practices
Alabama	Monthly list from clerks of circuit and district courts to the board of registrars of each county of all residents of the county age 18 or over who have been convicted of any offense	Secretary of state disseminates information to the appropriate boards of registrars (Ala. Code § 17-4-6), who purges a voter from the statewide registration list whenever it receives and

State	Sources of Information	Practices
	designated as a felony involving moral turpitude (Ala. Code § (17-4-4). Appropriate state departments or agencies report information about convictions to the secretary of state (Ala. Code § 17-4-6).	confirms information that a person has been convicted of an offense designated as a felony involving moral turpitude (Ala. Code § 17-4-3).
Alaska	The election director shall “make reasonable efforts to obtain the names of persons convicted of a felony involving moral turpitude” (AS § 15.07.135).	Promptly after receipt of satisfactory evidence, the director shall cancel the registration (AS § 15.07.135).
Arizona	Clerk of the superior court in the county in which the proceedings occur shall file with the secretary of state an official notice of such fact (ARS § 16-165(C)).	Secretary of state notifies county recorder, who cancels registration (ARS § 16-165(C)).
Arkansas	Circuit clerks of each county are required to promptly notify the permanent registrar of the county of residence of convicted felons promptly upon conviction (Const. Amend. 51, § 11).	Within 10 days following receipt of information requiring any cancellation of registration, the permanent registrar shall cancel the registration (Const. Amend. 51, § 11).
California	Clerk of the superior court of each county furnishes to the secretary of state and county election officials at least once a month a statement of felony convictions since the last report (Elec. Code § 2212).	Secretary of state or county elections official cancels the registration (Elec. Code § 2212).
Colorado	Colorado integrated criminal justice system furnishes information to secretary of state (CRS § 1-2-302(3.5)(b)); U.S. attorney is required to give written notice of federal convictions to the secretary of state (CRS § 1-2-606).	Secretary of state electronically cancels registrations upon receipt of information from state justice system; information received from U.S. attorney is forwarded to county clerks, who cancel registration (CRS § 1-2-302(3.5)(b) and 1-2-606).
Connecticut	Commissioner of Correction sends monthly list to secretary of state of people who have been convicted of a felony in the Superior Court and committed to custody (Conn. Gen. Stat. § 9-45).	Secretary of state transmits lists to registrars of towns in which convicted persons reside; registrars compare the list with the list of electors, and after written noticed sent by certified mail, remove the names from the list (Conn. Gen. Stat. § 9-45).
Delaware	Clerk or prothonotary of any court shall, when a person is convicted of a felony, immediately notify the Dept. of State and State Election Commissioner (Del. Code tit. 15, § 1703)	State Board of Elections may consider the removal of names from any county master record in cases where there is a valid reason to believe a person is no longer a duly qualified elector (Del. Code tit. 15, § 1702)
District of Columbia	At least monthly, the board shall request, and the Superior Court of the District of Columbia and the U.S. District Court for the District of Columbia shall provide, the names and addresses of people incarcerated for a felony (DC Code § 1-1001.07(k)).	Voter's registration is canceled (DC Code § 1-1001.07(k)).

State	Sources of Information	Practices
Florida	Information from clerks of circuit courts, the Board of Executive Clemency, the Department of Corrections, the Department of Law Enforcement or a U.S. Attorney's Office is used to identify voters who have been convicted of a felony (Fla. Stat. § 98.075 and 98.093).	Within 7 days, a notice of ineligibility is mailed to the voter. If the mailed notice is returned as undeliverable, supervisor must publish a notice in a newspaper of general circulation in the county in which the voter was last registered. If a voter fails to respond to a notice within 30 days, the supervisor makes a final determination of eligibility and removes ineligible voters (Fla. Stat. § 98.075(7)).
Georgia	Georgia Crime Information Center provides a monthly list of felony convictions to the secretary of state. Secretary is authorized to obtain such information relating to Georgia electors convicted of a felony in another state if such information is available (Ga. Code § 21-2-231).	Secretary of state transmits names to the appropriate county board of registrars who mail a notice to each voter on the list that they will be removed from the list of electors unless they request a hearing within 30 days (Ga. Code § 21-2-231).
Hawaii	Not specified	Whenever the clerk receives information of the loss of voting rights due to a felony sentence, the clerk makes investigation as may be necessary, gives the person concerned notice and an opportunity to be heard, then removes the name of the person from the register (HRS § 11-23).
Idaho	Dept. of Corrections supplies secretary of state with a monthly list (not in statute or admin rule, per conversation with secretary of state staff in Aug. 2021).	County clerk removes the voters name and informs the voter (not in statute or admin rule, per conversation with secretary of state staff in Aug. 2021).
Illinois	Administrative code references notice of incarceration by state dept. of corrections, a sheriff or a court, but does not require such notice (Ill. Admin. Code tit. 26, § 216.50).	Voter registration is canceled (Ill. Admin. Code tit. 26, § 216.50).
Indiana	US attorneys provide information to the state NVRA official, who notifies county officials (IC § 3-7-46-3). Dept. of correction provides monthly information to state NVRA official (IC § 3-7-46-4.1). County sheriffs provide reports of incarcerated residents on at least a quarterly basis to county voter registration offices (IC § 3-7-46-6).	State officials notify county voter registration offices, who remove name of the person from the voter registration records (IC § 3-7-46-3 and 3-7-46-5). Notice of cancellation is mailed to the alleged disenfranchised person at their last known address no later than the day following cancellation (IC § 3-7-46-9).
Iowa	Clerk of district court sends notice to the state registrar of voters (Iowa Code § 48A.30).	The state registrar notifies the county commissioner of registration, who cancels the registration (Iowa Code § 48A.30).
Kansas	Notification by U.S. district court, a county or district attorney or a Kansas district court (notification timing/method not specified) (KSA § 25-2316c).	County election official removes the name of the offender from the registration records (KSA § 25-2316c).

State	Sources of Information	Practices
Kentucky	Administrative Office of the Courts notifies state board of elections (timing/nature of notification not specified) (KRS § 116.113).	SBOE removes voter from registration records within 5 days of notification. SBOE notifies clerk of the county in which the voter lived, and within 10 days the county clerk updates the county registration files (KRS § 116.113).
Louisiana	If requested, sheriff and district attorney must provide information regarding felony convictions to the registrar of voters. Secretary of the dept. of public safety and corrections sends a report of felony convictions and people in custody to the dept. of state on at least a quarterly basis. Dept. of state sends this information to parish registrars on at least a quarterly basis (La. Stat. Ann. § 18-171). U.S. attorneys are required to give written notice of felony convictions to the secretary of state. Secretary of state forwards information to parish registrars (La. Stat. Ann. § 18-171.1).	Registrar sends a notice to the voter. Voter may appear in person within 21 days of mailing to show cause why registration should not be suspended. If the voter fails to appear within 21 days, the registrar suspends the registration (La. Stat. Ann. § 18-176). Suspended registration may be reinstated when the person appears in person and provides documentation from corrections officials showing information indicating that voting rights should be restored (La. Stat. Ann. § 18-177).
Maine	n/a - a felony conviction is not disqualifying	
Maryland	At times prescribed by the SBOE, the clerk of the circuit court for each county and the administrative clerk for each district court reports on individuals convicted of a felony. The state administrator makes arrangements with the clerk of the U.S. District Court to receive reports of felony convictions in that court. State administrator transmits information to the appropriate local board (MD Elec. Code, § 3-504).	Voter is removed from the registration list (MD Elec. Code, § 3-501).
Massachusetts	US attorneys provide information to the secretary of state, who forwards to local election officials (per conversation with state election staff in Aug. 21; not specific in statute).	Voter is removed from list (per conversation with state election staff in Aug. 2021; not specified in statute).
Michigan	Not specified	Not specified
Minnesota	Daily report from state court administrator to secretary of state of individuals aged 17 years or older who have been convicted of a felony; monthly reports from commissioner of corrections of individuals who are currently serving felony sentences or on probation for felony offenses (Minn. Stat. § 201.145).	Within 7 days, secretary of state must identify registered voters on these lists and prepare a list for the county auditor. Within 7 days after receiving the list from the secretary of state, the county auditor must challenge the status on the record in the registration system of each individual named in the list (Minn. Stat. § 201.145).
Mississippi	Circuit clerk of each county is directed to prepare and keep a list of persons convicted of disenfranchising crimes (Miss. Code Ann.	Lists of persons convicted of disenfranchising crimes are entered into the statewide elections management system on a

State	Sources of Information	Practices
	§ 23-15-151). If a person is convicted of a disenfranchising crime in another county, the presiding judge of the court is required to certify that fact in writing to the registrar of the county in which the voter resides (Miss. Code Ann. § 23-15-19).	quarterly basis. They are removed by the county registrar or county election commissioners (Miss. Code Ann. § 23-15-151). County registrar removes names from the statewide elections management system whenever a person is convicted in the circuit court of his or her county of a disenfranchising crime, or upon certificating by a judge in another county (Miss. Code Ann. § 23-15-19).
Missouri	At least once a month, the clerk of the circuit court of each county and city not within a county provides a list of the name and addresses of every person 18 or older in the court's jurisdiction who has been convicted of a disenfranchising crime. A copy is also submitted to the secretary of state (Mo. Rev. Stat. § 115.195).	Secretary of state notifies the election authority of the jurisdiction in which the offender resides (Mo. Rev. Stat. § 115.195). Each election authority determines the voting qualifications of those reported convicted or pardoned (Mo. Rev. Stat. § 115.199). Per conversation with state election officials, once it is verified that a registered voter has been convicted, local officials change their voter registration status to disqualified.
Montana	Not specified	Registration is canceled (Mont. Code Ann. § 13-2-402).
Nebraska	Clerk of any court in which a person is convicted of a felony is required to prepare an abstract each month of felony convictions and file it with the election commissioner or county clerk (Neb. Rev. Stat. § 32-313).	Election commissioner or county clerk remove the names of such persons from the register (Neb. Rev. Stat. § 32-313).
Nevada	Clerk may rely on information received from the secretary of state or from the Central Repository for Nevada Records of Criminal History (NAC 293.414).	County clerk cancels the registration (NRS § 293.540).
New Hampshire	Not specified	Not specified
New Jersey	County prosecutors deliver monthly lists to commissioners of all persons convicted of crimes that would disenfranchise them while incarcerated. Chief state election official provides monthly notifications of information received from the U.S. attorney concerning convictions of federal crimes (NJ Rev. Stat. Ann. § 19:31-17).	Commissioners transfer registrations to a conviction and incarceration file (NJ Rev. Stat. Ann. § 19:31-17).
New Mexico	Corrections department, NM sentencing commission, and administrative office of the courts are required to deliver the necessary information and data to the secretary of state.	The voter's registration is canceled (NM Stat. Ann. § 1-4-27.1).

State	Sources of Information	Practices
	Secretary is required to request from the U.S. attorney necessary data (NM Stat. Ann. § 1-4-27.1).	
New York	At least quarterly, every court or the office of court administration is required to transmit to the appropriate board of elections or to the state board of elections a list of persons for whom convictions or revocations of probation or conditional discharge result in loss of voting privileges (NY Elec. Law § 5-78).	State board transmits notices received to the appropriate board of elections (NY Elec. Law § 5-708). Registration is canceled (NY Elec. Law § 5-400).
North Carolina	SBOE makes a monthly report to county boards of felony convictions in that county and notifies counties of notices of conviction sent by U.S. attorney (NC Gen. Stat. § 163-82.14).	County board gives 30 days' written notice to the voter, and if there is no objection, removes the person's name from registration records. Objections trigger a challenge process (NC Gen. Stat. § 163-82.14).
North Dakota	n/a - North Dakota does not have voter registration	
Ohio	Clerk of the court of common pleas files monthly report with the county board of elections containing the names of all persons convicted during the previous month of crimes that would disenfranchise such persons; reports of conviction of crimes under the laws of the United States that would disenfranchise an elector are provided to the secretary of state by U.S. attorneys (ORC § 3503.18).	Secretary of state forwards information received from U.S. attorneys to county boards; county boards cancel registration upon receipt of information from secretary of state or courts (ORC § 3503.18).
Oklahoma	Written notice from U.S. attorney. Court clerk in each county is required to prepare a monthly list of all persons convicted in the county of a felony and transmit it to the county election board (26 OS § 4-120.4).	County election board cancels the registration of (26 OS § 4-120.4).
Oregon	According to correspondence with state election officials, there is no process by which counties are notified of felony convictions. Rather, they are expected to monitor address changes and note a change to a prison address. Also, if a county mistakenly sends a ballot to an incarcerated voter, it is the responsibility of prison employees to send the ballot back to election officials.	County clerk may cancel the registration of any person serving a term of imprisonment in any federal correctional institute in the state (ORS § 137.281(6)). Since the law does not require that registrations be canceled, most counties choose to inactivate prisoners (per conversation with state election official, Aug. 2021).
Pennsylvania	Not specified	Not specified
Rhode Island	Monthly list from dept. of corrections (R.I. Gen. Laws § 17-9.2-3).	Secretary of state ensures that the statewide central voter registration is purged of the names of persons are ineligible due to incarceration for felony conviction (R.I. Gen. Laws § 17-9.2-3).

State	Sources of Information	Practices
South Carolina	Department of Corrections is required to provide information and data to the State Election Commission (SC Code Ann. § 7-5-186). Clerks of courts of common pleas and general sessions and every magistrate in the state must make an annual report to the executive director with a list of all persons convicted in that year of felonies or crimes against the election laws (SC Code Ann. § 7-3-60).	State election commission removes voter from official list (SC Code Ann. § 7-5-340).
South Dakota	Voter registration records maintained in the statewide voter registration file are matched with the records of felony convictions maintained by the Unified Judicial System (SDCL § 12-4-18).	Any voter who is serving a sentence for a felony conviction is removed from the voter registration records (SDCL § 12-4-18).
Tennessee	Clerk of the court that entered the conviction is required to notify county election commission (Tenn. Code Ann. § 40-20-113). At least once every jury summons cycle, jury coordinator of each court is required to send the administrator of elections a list of all people disqualified or potentially disqualified as prospective jurors due to felony convictions (Tenn. Code Ann. § 22-2-317). Election officials receive notices of felony convictions from the state coordinator of elections, district attorney, or US attorney's office, or any other source with verification from the clerk of the convicting court (Tenn. Code Ann. § 2-2-106(a)(4)).	Voters are removed from the registration list upon receipt of information from the state coordinator of elections, the district attorney general, the U.S. attorney, the court that entered the conviction, or other source upon verification by the court (Tenn. Code Ann. § 2-2-106).
Texas	Each weekday, the Department of Public Safety is required to prepare an abstract of each final judgment convicting a person age 18 or older of a felony and file them with the secretary of state (Tex. Elec. Code § 16.003)	Registrar cancels the voter's registration immediately (Tex. Elec. Code § 16.031).
Utah	County clerk removes the voter's name from the register (Utah Code § 20A-2-306).	County clerk removes the voter's name from the register (Utah Code § 20A-2-306).
Vermont	n/a - a felony conviction is not disqualifying	
Virginia	Central Criminal Records Exchange is required to transmit to the Dept. of Elections a monthly list of all persons convicted of a felony in the preceding month and an annual list of all persons who have been convicted of a felony, regardless of when the conviction occurred (Va. Code Ann. § 24.2-409).	Dept. of Elections notifies appropriate general registrar (Va. Code Ann. § 24.2-409). Upon receipt of notice of a felony conviction sent by a U.S. attorney pursuant to 52 U.S.C. § 20501, the Dept. notifies the appropriate general registrar (Va. Code Ann. § 24.2-409.1). The general registrar shall cancel the

State	Sources of Information	Practices
		registration of any voter shown to have been convicted of a felony (Va. Code Ann. § 24.2-427).
Washington	At least twice a year (beginning January 1, 2022, at least monthly), the secretary of state must compare the list of registered voters to a list of felons who are not eligible to vote (RCW § 29A.08.520).	If a registered voter is not eligible, the secretary of state or county auditor must confirm the match through a date of birth comparison and suspend the voter from the registration list (RCW § 29A.08.520).
West Virginia	Official notice from a state or federal court that a person has been convicted of a felony, of treason, or bribery in an election (W.V. Code § 3-2-23).	Clerk of the county commission cancels the voter's registration (W.V. Code § 3-2-23).
Wisconsin	Department of Corrections is required to transmit to the elections commission, on a continuous basis, a list containing the name of each person who has been convicted of a felony and whose civil rights have not been restored (Wis. Stat. Ann. § 301.03(20m)).	Municipal clerks refer to the list before permitting an elector to register to vote (Wis. Stat. Ann. § 6.29).
Wyoming	The secretary of state and attorney general are required to compare data in the voter registration system with information maintained by the division of criminal investigation regarding state felony convictions (Wyo. Stat. Ann. § 22-3-102).	Secretary of state removes from voter registration lists individuals who are not qualified (Wyo. Stat. Ann. § 22-3-102).

State Practices for Removing Records of Voters With a Felony Conviction

Read More

- [NCSL on 2020 Voter Guide Mental Disabilities](#)
A Guide to the Voting Rights of People with Mental Disabilities, click to learn more.

Removing Voters Adjudicated Mentally Incompetent

In the 34 states where people adjudicated as mentally incompetent are barred from voting, the typical practice is to require the courts to notify election officials upon such adjudication, and election officials then cancel the voter's registration. However, in 11 states, the law does not specify how election officials are notified of such an adjudication. Election officials in two of these states (Maryland and Nebraska) report that although the process is not specified in state law, a court order would be required to remove a voter for reason of mental incompetence. In 15 states (Colorado, Idaho, Illinois, Indiana, Kansas, Maine, Michigan, New Hampshire, New Mexico, North Carolina, Oregon, Pennsylvania, Tennessee, Utah and Vermont), voters who are mentally incompetent are not disqualified from voting. North Dakota does not have voter registration.

In 14 states, constitutions do not specifically disqualify voters who are mentally incompetent from voting.

- In four of these states, there is no disqualification provision in the constitution for mental incapacity, and statutes specify that people confined in mental facilities or receiving mental health or developmental disabilities do not lose their right to vote:
 - Colorado (CRS § 1-2-103(5), § 27-65-120 and 25.5-10-225).
 - Idaho (Idaho Code § 66-346(a)(6)) and § 66-412(3)).
 - Illinois (405 ILCS 5/2-100).
 - New Hampshire (NH Rev. Stat. § 135-C:56(II) and § 171-A:14(I)).
- In four states, there is no disqualification provision in the constitution for mental incapacity, and statutes specify that voting rights are retained by people receiving mental health or developmental disability services unless there is an adjudication of mental incapacity:
 - Indiana (IC § 12-26-2-8 and IC § 12-27-2-3).
 - Oregon (OR Const. art. II § 3).
 - Tennessee (Tenn. Code Ann. § 34-3-104(8)).
 - Vermont (18 VSA § 7705(3)).
- In Kansas, North Carolina and Pennsylvania, disqualification for mental incapacity is not mentioned in the constitution or in statute.
- Maine’s disqualification provision was held unconstitutional in 2001 and is no longer enforced (*Doe v. Rowe*, 156 F. Supp. 2d 35 (D. Me. 2001)).
- Michigan’s constitution provides that the legislature may exclude people from voting based on mental incompetence, but there is no disqualification statute (Mich. Const. art. 2, § 2).
- In New Mexico, only people who are unable to mark a ballot and also unable to communicate their voting preference are barred from voting (NM Const. art. VI, § 1).

Learn more about the voting rights of people with mental disabilities from the [Bazelon Center for Mental Health Law](#).

State	Sources of Information	Practices
Alabama	Monthly list from county judges of probate to board of registrars of their counties (Ala. Code § 17-4-4).	County board of registrars purges the voter from the statewide registration list (Ala. Code § 17-4-3).
Alaska	Constitution bars voting by persons who have been determined by a court to be of unsound mind (Const. Art. 5, § 2); process for removing voting rights is not specified in statute.	Not specified
Arizona	Clerk of the superior court in the county in which the proceedings occur shall file with the secretary of state an official notice of such fact (ARS § 16-165(C)).	Secretary of state notifies county recorder, who cancels registration (ARS § 16-165(C)).
Arkansas	Not specified	Registration is canceled by the registrar (Const. Amend 51, § 11).
California	Court shall forward the order and determination to the secretary of state and county election official (Elec. Code § 2208).	County elections official cancels the registration (Elec. Code § 2201).

State	Sources of Information	Practices
Colorado	n/a - state does not have a disqualification statute	
Connecticut	Not specified	Not specified
Delaware	Not specified	State Board of Elections may consider the removal of names from any county master record in cases where there is a valid reason to believe a person is no longer a duly qualified elector (Del. Code tit. 15, § 1702).
District of Columbia	Not specified	Not specified
Florida	Circuit court clerks send a monthly list to the department of state (Fla. Stat. § 98.093(2)(b)).	Within 7 days, a notice of ineligibility is mailed to the voter. If the mailed notice is returned as undeliverable, supervisor must publish a notice in a newspaper of general circulation in the county in which the voter was last registered. If a voter fails to respond to a notice within 30 days, the supervisor makes a final determination of eligibility (Fla. Stat. § 98.075(7)).
Georgia	Judge of probate court provides a monthly list to the secretary of state of people declared mentally incompetent and whose voting rights were removed (Ga. Code § 21-2-231).	Secretary of state transmits names to the appropriate county board of registrars who shall remove all such names from the list of electors and mail a notice of such action (Ga. Code § 21-2-231).
Hawaii	Not specified	Whenever the clerk receives information of the loss of voting rights due to a felony sentence, the clerk makes investigation as may be necessary, gives the person concerned notice and an opportunity to be heard, then removes the name of the person from the register (HRS § 11-23).
Idaho	n/a - state does not have a disqualification statute	
Illinois	n/a - state does not have a disqualification statute	
Indiana	n/a - state does not have a disqualification statute	
Iowa	Clerk of the district court sends notice to the state or county registrar (Iowa Code § 48A.30).	County registrar cancels the registration (Iowa Code § 48A.30).
Kansas	n/a - state does not have a disqualification statute	
Kentucky	Circuit clerk notifies state board of elections (KRS § 116.113).	SBOE removes voter from registration records within 5 days of notification. SBOE notifies clerk of the county in which the voter lived, and within 10 days the county clerk updates the county registration files (KRS § 116.113).

State	Sources of Information	Practices
Louisiana	Clerk of court having jurisdiction over an interdiction sends a certified copies of such judgments to their parish registrars on a monthly basis; registrars forward to the registrar of the parish where the person is registered to vote (La. Stat. Ann. § 18-172).	Registrar suspends the registration of the person for the period of interdiction (La. Stat. Ann. § 18-176). Suspended registration may be reinstated upon receipt of a certified copy of a definitive judgment revoking interdiction (La. Stat. Ann. § 18-177).
Maine	n/a - state does not have a disqualification statute	
Maryland	Not specified in statute; according to a July 2021 conversation with state election officials, a specific directive to remove a voter would have to come from a court.	Voter is removed from the registration list (MD Elec. Code, § 3-501).
Massachusetts	No process provided in state law, per conversation with state election staff in Aug. 2021.	If election officials receive a valid judgment or adjudication, the voter is removed (per conversation with state election staff in Aug. 2021; not specified in statute).
Michigan	Constitution allows the legislature to exclude people based on mental incompetence (Art. 2, § 2), but there is no disqualification statute.	
Minnesota	Daily report from state court administrator to the secretary of state on individuals who are under a guardianship in which a court order revokes the ward's right to vote or where the court has found the individual to be legally incompetent to vote (Minn. Stat. § 201.145).	Within 7 days the secretary must determine if people listed are registered voters and notify county auditors. Within 7 days of receiving notice from secretary of state, county auditors must challenge the status on the record in the registration system of each person named in the list (Minn. Stat. § 201.145).
Mississippi	Not specified in statute	Voter is removed from the roll (Miss. Code Ann. § 23-15-153; see also AG opinion 95-0172).
Missouri	At least once a month, the clerk of the circuit court of each county and city not within a county provides a list of the name and addresses of every person 18 or older in the court's jurisdiction who has been adjudged incapacitated and has not been restored to capacity. A copy is also submitted to the secretary of state (Mo. Rev. Stat. § 115.195).	Secretary of state notifies the election authority of the jurisdiction in which the person resides (Mo. Rev. Stat. § 115.195). Each election authority removes from its registration records the names of voters adjudged incapacitated (Mo. Rev. Stat. § 115.199).
Montana	Not specified	Registration is canceled (Mont. Code Ann. § 13-2-402).
Nebraska	Not specified in statute; according to a July 2021 conversation with state election officials, a court would have to provide documentation to election officials.	Election commissioner or county clerk cancels the registration (Neb. Rev. Stat. § 32-326).

State	Sources of Information	Practices
Nevada	Courts are required, within 30 days of judgment, to provide certified copies of orders to the county clerk where the person is resident and the secretary of state (NRS § 293.542).	Clerk cancels the registration (NRS § 293.540).
New Hampshire	n/a - state does not have a disqualification statute	
New Jersey	Not specified	Not specified
New Mexico	New Mexico's statute pertaining to cancellation of registration based on a certification of legal insanity was repealed in 2019 (Laws 2019, ch. 212, § 284).	
New York	At least quarterly, every court or the office of court administration is required to transmit to the appropriate board of elections or the state board of elections information on any person of voting age who has been adjudicated as incompetent (NY Elec. Law § 5-708).	Registration is canceled (NY Elec. Law § 5-400).
North Carolina	n/a - state does not have a disqualification statute	
North Dakota	n/a - North Dakota does not have voter registration	
Ohio	Monthly report by state probate judge to board of elections (ORC § 3503.18).	The board of elections cancels the registration of each elector named in the report (ORC § 3503.18).
Oklahoma	The court clerk in each county prepares a monthly list of all persons who have been adjudged incapacitated and holds the list for the county board (26 OS § 4-120.5).	County board cancels the registration of each voter on the list (26 OS § 4-120.5).
Oregon	n/a - state does not have a disqualification statute	
Pennsylvania	n/a - state does not have a disqualification statute	
Rhode Island	Court system notifies state or local election office (per conversation with state election staff, July 2021; no citation provided).	City/town cancels the registration in the system and removes the voter registration card from the paper file (per conversation with state election staff; no citation provided).
South Carolina	There is no requirement in state law that courts notify election officials. A family member may inform election officials, but that happens only rarely (per conversation with state election officials).	State election commission removes voter from official list (SC Code Ann. § 7-5-340).
South Dakota	Clerk of courts is required to prepare and deliver to the county auditor a monthly abstract from the records of the names of	County auditor removes the names from the master registration list (SDCL § 12-4-18).

State	Sources of Information	Practices
	persons declared mentally incompetent in the preceding month (SDCL § 12-4-18).	
Tennessee	n/a - state does not have a disqualification statute	
Texas	Clerks of court are required to prepare a monthly abstract of each final judgment of mental incapacitation, restoration, or guardianship modifications including the right to vote. The abstract must be filed with the person's county of residence (Tex. Elec. Code § 16.002).	Registrar cancels the voter's registration immediately (Tex. Elec. Code § 16.031).
Utah	While there is a constitutional provision barring people who are mentally incompetent from voting (Const. Art. 4, § 6), there is no disqualification statute.	
Vermont	n/a - state does not have a disqualification statute	
Virginia	Clerk of each circuit court is required to furnish monthly to the Dept. of Elections a list of all persons adjudicated mentally incapacitated (Va. Code Ann. § 24.2-410).	Department transmits the information to the appropriate general registers (Va. Code Ann. § 24.2-410), general registrar cancels the registration (Va. Code Ann. § 24.2-427).
Washington	Courts provide official notice to county auditors (RCW § 29A.08.515).	County auditor cancels the person's voter registration (RCW § 29A.08.515).
West Virginia	Notice by an appropriate court of competent jurisdiction of a determination of a voter's mental incompetence (W.V. Code § 3-2-23).	Clerk of the county commission cancels the voter's registration (W.V. Code § 3-2-23).
Wisconsin	Court notifies election official or agency (Wis. Stat. Ann. § 54.25(2)(c)(1)(g)).	Not specified
Wyoming	Not specified	Secretary of state removes from voter registration lists individuals who are not qualified (Wyo. Stat. Ann. § 22-3-102).

State Practices for Removing Names of Voters Adjudicated Mentally Incompetent

[Read More](#)

Questions Legislators Can Ask About Voter Registration List Maintenance

Questions that legislators may want to ask when considering or evaluating a state's voter list maintenance program:

- What agencies do state and local election officials coordinate with to ensure the accuracy of their voter lists?
- How frequently do officials conduct checks against other agency databases? Are these checks automated or is this a manual process?

- What matching criteria is used when conducting voter list maintenance activities? In other words, when verifying voter information and determining if voters have moved or are no longer eligible, how are election officials making sure that they're in fact dealing with the right person?
- Does the state permit sharing of voter list information with other states to conduct voter list data checks between states?

Related Resources

Updated March 09, 2023

Voter ID Laws

Read the latest updates on voter ID legislative action in the states and find out more about the two ways voter ID laws can be categorized. "

[Elections](#)

Map

Table

Updated March 08, 2023

Online Voter Registration

View recent state and territory actions regarding online voter registration. Our table includes which states have online voter registration and related policies.

[Elections](#)

Table

Updated March 08, 2023

Disclaimers on Political Advertisements

This webpage includes the laws in all 50 states and territories on required disclaimers for political advertisements. Disclaimers are words spoken or written to tell the reader or listener who paid for that political advertisement.

[Elections](#)

From:
Sent: Tuesday, March 14, 2023 8:18 AM AKDT
To: Dahlstrom, LT. Governor (GOV sponsored); Applebee, Josh M (GOV)
CC: Howell, Kelly A (GOV)
Subject: FW: Media Inquiry-The Federalist

Good Morning,

Below is a media request from the Federalist.

My suggested response is below:

Hello Shawn,

Thank you for inquiry. Alaska is reviewing its membership in ERIC and has not made a decision on whether to continue or discontinue at this time. List maintenance is an essential process to ensure our voter list is as accurate and current as possible and ERIC is a tool that has been used to assist in this process.

From: Shawn Fleetwood <fleetwood@thefederalist.com>
Sent: Tuesday, March 14, 2023 7:38 AM
To: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Subject: Media Inquiry-The Federalist

You don't often get email from fleetwood@thefederalist.com. [Learn why this is important](#)

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Sec. Beecher,

My name is Shawn Fleetwood and I'm a staff writer with The Federalist and have an inquiry I was hoping you could respond to. Recently, the secretaries of state of Missouri, Florida, and West Virginia [announced](#) they would be leaving the Electronic Registration Information Center (ERIC), an interstate alliance controlled by Democrat operatives that encourages partisan outreach efforts under the guise of simple voter roll maintenance. Some of the [reasons](#) for these departures include allegations that ERIC refused to "require member states to participate in addressing multi-state voter fraud" and unnecessarily restricting how states utilize data reports.

If you or someone from your office could respond to the following questions by 6 pm AKDT today, Tuesday, March 14, I would greatly appreciate it.

- Is Alaska reconsidering its relationship with ERIC? Why or why not?
- Do you share any of the issues raised by states like Missouri, Florida, and West Virginia? Why or why not?
- Do you have concerns about ERIC's ties with David Becker, a notable left-wing activist who now runs the Center for Election Innovation and Research? Why or why not?

From,
Shawn Fleetwood

From: Hamlin, Shane
Sent: Tuesday, March 14, 2023 9:29 AM AKDT
To: Hamlin, Shane
CC: Haas, Ericka; Whitt, Sarah
Subject: David Becker - Not Seeking Reappointment to Non-Voting Board Seat

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

****Sent to the entire ERIC Board of Directors and Member Secondary Points of Contact****

Directors,

David informed me this morning that he will not seek reappointment to another term when his current term expires this Friday, March 17, 2023. After he notified me, he issued a series of Tweets announcing his decision and more. You can read his own words on the matter on Twitter.

As we all know, David's hard work and leadership while he was at Pew led to the creation of ERIC. He then ensured a smooth and successful handoff of ERIC to the seven founding states. He has helped grow the membership over the years and he has advocated fiercely for ERIC. David's contributions mattered and helped shape the ERIC we have today. I wish him all the best going forward.

Thanks,

-Shane

Shane Hamlin | Executive Director
ERIC | Electronic Registration Information Center
1201 Connecticut Ave NW, Suite 600
Washington, DC 20036
(202) 695-3464

www.ericstates.org

From: Beecher, Carol L (GOV)
Sent: Tuesday, March 14, 2023 11:03 AM AKDT
To: Howell, Kelly A (GOV)
CC: Dahlstrom, LT. Governor (GOV sponsored); Applebee, Josh M (GOV)
Subject: RE: Media Inquiry-The Federalist

Hi Kelly,

Certainly.

Thanks!

cb

From: Howell, Kelly A (GOV) <kelly.howell@alaska.gov>
Sent: Tuesday, March 14, 2023 11:02 AM
To: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Cc: Dahlstrom, LT. Governor (GOV sponsored) <[REDACTED]>; Applebee, Josh M (GOV) <josh.applebee@alaska.gov>
Subject: RE: Media Inquiry-The Federalist

Good Morning Carol,

Josh is out of the office today. May I forward your email to the comms team for their input?

Kelly Howell

Special Assistant

[Office of the Lt. Governor](#)

907-269-7148 – Desk

907-792-9281 – Mobile

From: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Sent: Tuesday, March 14, 2023 10:02 AM
To: Dahlstrom, LT. Governor (GOV sponsored) <BOI [REDACTED]>; Applebee, Josh M (GOV) <josh.applebee@alaska.gov>
Cc: Howell, Kelly A (GOV) <kelly.howell@alaska.gov>
Subject: FW: Media Inquiry-The Federalist

Good Morning,

Below is a media request from the Federalist. You may not have heard, but David Becker announced today that he is withdrawing his name from consideration of the non-voting member seat in ERIC. The vote on Friday will determine whether any non-voting members will be allowed in ERIC. From what I have heard, most states plan to vote to remove this seat as a measure to ensure that all members are states and have in common the responsibility to represent the needs of their specific states.

The second issue is the a-la-carte option – which also has majority support. This will allow states to use the services that provide value to them.

The vote this Friday will determine the direction of ERIC – if the bylaws are not changed, I believe many states including Ohio, Texas, and Iowa, will likely drop out and ERIC will potentially end up folding.

My suggested response, if we are interested in responding, is below:

Hello Shawn,

Thank you for your inquiry. Alaska is reviewing its membership in ERIC and has not decided on whether to continue. List maintenance is an essential process to ensure our voter list is as accurate and current as possible and ERIC is one of the tools that Alaska uses to assist in this process.

Thanks,
cb

From: Shawn Fleetwood <fleetwood@thefederalist.com>
Sent: Tuesday, March 14, 2023 7:38 AM
To: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Subject: Media Inquiry-The Federalist

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From,

Shawn Fleetwood

From: Howell, Kelly A (GOV)
Sent: Tuesday, March 14, 2023 11:11 AM AKDT
To: Turner, Jeff W (GOV); Mason, Janice L (GOV)
CC: Applebee, Josh M (GOV); Beecher, Carol L (GOV)
Subject: FW: Media Inquiry-The Federalist

Good Morning,

We are hoping you could please assist Director Beecher with a response to the media inquiry the Division of Elections received. The questions and draft response are highlighted below.

The requestor has asked for a response by 6:00 PM AKST.

Thank you!

Kelly Howell

Special Assistant

[Office of the Lt. Governor](#)

907-269-7148 – Desk

907-792-9281 – Mobile

From: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Sent: Tuesday, March 14, 2023 10:02 AM
To: Dahlstrom, LT. Governor (GOV sponsored) - [REDACTED]; Applebee, Josh M (GOV) <josh.applebee@alaska.gov>
Cc: Howell, Kelly A (GOV) <kelly.howell@alaska.gov>
Subject: FW: Media Inquiry-The Federalist

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cb

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-Do you have concerns about ERIC's ties with David Becker, a notable left-wing activist who now runs the Center for Election Innovation and Research? Why or why not?

From,
Shawn Fleetwood

From: Fabrello, Michelle A (GOV)
Sent: Tuesday, March 14, 2023 11:16 AM AKDT
To: Forrest, Sharon A (GOV)
CC: Lowenstein, Cheri A (GOV)
Subject: credit card service fees
Attachments: 2023 Elections credit card service fees.xlsx

Hi Sharon,

Carol asked me to send you information on the credit card service fees Elections is paying currently for the Clover devices. Attached is a FY23 YTD report. I can also run one for FY22 if you would like. Let me know if you have any other questions.

Thanks,

Michelle Fabrello
Finance Officer
Division of Administrative Services
Office of Governor Mike Dunleavy

P.O. Box 110001
Juneau, AK 99811-0001
(907) 465-3885 (phone)
(907) 465-1641 (fax)

michelle.fabrello@alaska.gov
www.alaska.gov

AR Details by Accounting Period

Report Name	IRIS ABR Human Rights detail by AP
Selected Report Date	3/13/2023
Last Refreshed	Mar 14, 2023 9:32:14 AM
Selected Budget Fiscal Years	2023
Selected Fiscal Years	2023
Selected Posting Periods	All
Selected Department Codes	01
Selected Appropriation Codes	018500000

AR 018500000 - Elections GF

Object Type Code	Object Code	Object Name	PL Transaction (FQ Original Version)	PL Accounting Period	Accounting Period Name	PL Vendor Code	PL Vendor Legal Name
3000	3000	Training/Conferences	CH8-01-230004654-1	2	August		
	3002	Memberships	AD-01-AD230018859-1	4	October	NAA98047	NATIONAL ASSOCIATION OF STATE ELECTION - COSTCO WHOLESALE CORPORATION
	3002	Memberships	AD-01-AD230025219-1	6	December	COW05304	COSTCO WHOLESALE CORPORATION
	3002	Memberships	EFT-01-EF230013834-1	2	August	VC005873	ELECTRONIC REGISTRATION INFORMATION CENTER INC
	3002	Memberships	EFT-01-EF230041469-1	4	October	AAM02157	AMERICAN ASSOCIATION OF MOTOR VEHICLE
	3002	Memberships	GAX-01-230039640-1	4	October	NAA98047	NATIONAL ASSOCIATION OF STATE ELECTION - COSTCO WHOLESALE CORPORATION
	3002	Memberships	GAX-01-230054372-1	6	December	COW05304	COSTCO WHOLESALE CORPORATION
	3002	Memberships	PO-01-230000135-1	1	July	VC005873	ELECTRONIC REGISTRATION INFORMATION CENTER INC
	3002	Memberships	PO-01-230001280-1	2	August	AAM02157	AMERICAN ASSOCIATION OF MOTOR VEHICLE
	3002	Memberships	PRM-01-230001037-1	2	August	VC005873	ELECTRONIC REGISTRATION INFORMATION CENTER INC
	3002	Memberships	PRM-01-230003224-1	4	October	AAM02157	AMERICAN ASSOCIATION OF MOTOR VEHICLE
	3004	Accounting/Auditing	CR-04-IRC20238102621-1	1	July		
	3004	Accounting/Auditing	CR-04-IRC20238102703-1	1	July		

AR Details by Accounting Period

Alias Name	Budgetary Expenditures
	525.00
DIRECTORS	0.00
COSTCO MEMBERSHIP	0.00
ERIC INC ADMINISTRATORS LOCKBOX 773200	0.00
DIRECTORS	600.00
COSTCO MEMBERSHIP	120.00
ERIC INC ADMINISTRATORS LOCKBOX 773200	0.00
ERIC INC ADMINISTRATORS LOCKBOX 773200	25,960.00
ERIC INC ADMINISTRATORS LOCKBOX 773200	2,330.90
	2.16
	10.07

AR Details by Accounting Period

	3004	Accounting/Auditing	CR-04-IRC20238102862-1	1 July		
	3004	Accounting/Auditing	CR-04-IRC20238103055-1	1 July		
	3004	Accounting/Auditing	CR-04-IRC20238164000-1	2 August		
	3004	Accounting/Auditing	CR-04-IRC20238164044-1	2 August		
	3004	Accounting/Auditing	CR-04-IRC20238164193-1	2 August		
	3004	Accounting/Auditing	CR-04-IRC20238224907-1	3 September		
	3004	Accounting/Auditing	CR-04-IRC20238234010-1	3 September		
	3004	Accounting/Auditing	CR-04-IRC20238234142-1	3 September		
	3004	Accounting/Auditing	CR-04-IRC20238234155-1	3 September		
	3004	Accounting/Auditing	CR-04-IRC20238249951-1	3 September		
	3004	Accounting/Auditing	CR-04-IRC20238290431-1	4 October		
	3004	Accounting/Auditing	CR-04-IRC20238298961-1	4 October		
	3004	Accounting/Auditing	CR-04-IRC20238299211-1	4 October		
	3004	Accounting/Auditing	CR-04-IRC20238332742-1	4 October		
	3004	Accounting/Auditing	CR-04-IRC20238362212-1	5 November		
	3004	Accounting/Auditing	CR-04-IRC20238362347-1	5 November		
	3004	Accounting/Auditing	CR-04-IRC20238362358-1	5 November		
	3004	Accounting/Auditing	CR-04-IRC20238384820-1	5 November		
	3004	Accounting/Auditing	CR-04-IRC20238425118-1	6 December		
	3004	Accounting/Auditing	CR-04-IRC20238425213-1	6 December		
	3004	Accounting/Auditing	CR-04-IRC20238425247-1	6 December		
	3004	Accounting/Auditing	CR-04-IRC20238425267-1	6 December		
	3004	Accounting/Auditing	CR-04-IRC20238450837-1	6 December		
	3004	Accounting/Auditing	CR-04-IRC20238488824-1	7 January		
	3004	Accounting/Auditing	CR-04-IRC20238488926-1	7 January		
	3004	Accounting/Auditing	CR-04-IRC20238488947-1	7 January		
	3004	Accounting/Auditing	CR-04-IRC20238512277-1	7 January		
	3004	Accounting/Auditing	CR-04-IRC20238551201-1	8 February		
	3004	Accounting/Auditing	CR-04-IRC20238551355-1	8 February		
	3004	Accounting/Auditing	CR-04-IRC20238551366-1	8 February		

AR Details by Accounting Period

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	25.00
	0.20
	12.14
	16.31
	100.00
	25.00
	0.53
	479.21
	25.00
	0.17
	9.06
	9.43
	25.00
	0.10
	9.22
	16.00
	7.23
	25.00
	0.09
	8.09
	8.59
	25.00
	0.11
	9.76
	11.21

AR Details by Accounting Period

	3004	Accounting/Auditing	CR-04-IRC20238609513-1		9 March		
	3004	Accounting/Auditing	CR-04-IRC20238609524-1		9 March		
	3004	Accounting/Auditing	CR-04-IRC20238609610-1		9 March		
	3029	Information Technology Training	AD-01-AD230030503-1		7 January	VC028800	FIREFLY US HOLDINGS INC
	3029	Information Technology Training	GAX-01-230066630-1		7 January	VC028800	FIREFLY US HOLDINGS INC
	3032	Software Licensing	PRCC-01-230016062-1		3 September	VC017584	GMO GLOBALSIGN INC
	3032	Software Licensing	PRCC-01-230023771-1		4 October	MSCPCARD	GMO GLOBALSIGN
	3032	Software Licensing	PRCC-01-230033695-1		6 December	01GOVMSC	FORMIDABLE-VIEWS-BUSIN
	3032	Software Licensing	PRCC-01-230049593-1		8 February	MSCPCARD	GRAVITY FORMS -
	3032	Software Licensing	PRCC-01-230049593-1		8 February	MSCPCARD	ROCKETGENIUS INC.
							GRAVITYKIT
	3033	Software Maintenance	AD-01-AD230019371-1		5 November	OPT03173	OPEN TEXT INC
	3033	Software Maintenance	PO-01-230003773-1		4 October	OPT03173	OPEN TEXT INC
	3033	Software Maintenance	PRM-01-230003330-1		5 November	OPT03173	OPEN TEXT INC
	3035	Long Distance	EFT-01-EF230008716-1		1 July	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	EFT-01-EF230009150-1		1 July	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	EFT-01-EF230015086-1		2 August	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	EFT-01-EF230015087-1		2 August	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	EFT-01-EF230015510-1		2 August	MUT84082	TELALASKA INC
	3035	Long Distance	EFT-01-EF230017171-1		2 August	GEC98253	GCI COMMUNICATION CORP
	3035	Long Distance	EFT-01-EF230017399-1		2 August	GEC98253	GCI COMMUNICATION CORP
	3035	Long Distance	EFT-01-EF230018724-1		2 August	GEC98253	GCI COMMUNICATION CORP
	3035	Long Distance	EFT-01-EF230021171-1		2 August	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3035	Long Distance	EFT-01-EF230021172-1		2 August	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3035	Long Distance	EFT-01-EF230026026-1		3 September	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3035	Long Distance	EFT-01-EF230028050-1		3 September	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	EFT-01-EF230028369-1		3 September	MUT84082	TELALASKA INC
	3035	Long Distance	EFT-01-EF230029034-1		3 September	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3035	Long Distance	EFT-01-EF230029177-1		3 September	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	EFT-01-EF230029178-1		3 September	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	EFT-01-EF230033003-1		4 October	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC

AR Details by Accounting Period

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	7.40
	9.12
FIREFLY	0.00
FIREFLY	1,990.00
	247.00
	171.00
Governor's Office	599.00
	207.20
	279.30
C/O J P MORGAN LOCKBOX	0.00
C/O J P MORGAN LOCKBOX	0.00
C/O J P MORGAN LOCKBOX	4,858.52
	0.00
	0.00
	0.00
	0.00
FASTWYRE BROADBAND	0.00
GCI WIRELESS	0.00
GCI WIRELESS	0.00
GCI WIRELESS	0.00
ALASKA COMMUNICATIONS	0.00
ALASKA COMMUNICATIONS	0.00
ALASKA COMMUNICATIONS	0.00
	0.00
FASTWYRE BROADBAND	0.00
ALASKA COMMUNICATIONS	0.00
	0.00
	0.00
ALASKA COMMUNICATIONS	0.00

AR Details by Accounting Period

	3035	Long Distance	EFT-01-EF230033004-1		4 October	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3035	Long Distance	EFT-01-EF230037120-1		4 October	MUT84082	TELALASKA INC
	3035	Long Distance	EFT-01-EF230041602-1		4 October	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	EFT-01-EF230041603-1		4 October	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	EFT-01-EF230041607-1		4 October	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	EFT-01-EF230041608-1		4 October	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	EFT-01-EF230041609-1		4 October	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	EFT-01-EF230042258-1		5 November	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3035	Long Distance	EFT-01-EF230042736-1		5 November	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3035	Long Distance	EFT-01-EF230046545-1		5 November	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	EFT-01-EF230046810-1		5 November	MUT84082	TELALASKA INC
	3035	Long Distance	EFT-01-EF230049082-1		5 November	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	EFT-01-EF230056445-1		6 December	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3035	Long Distance	EFT-01-EF230056447-1		6 December	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3035	Long Distance	EFT-01-EF230056450-1		6 December	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3035	Long Distance	EFT-01-EF230057738-1		6 December	MUT84082	TELALASKA INC
	3035	Long Distance	EFT-01-EF230059426-1		6 December	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	EFT-01-EF230059428-1		6 December	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	EFT-01-EF230059429-1		6 December	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	EFT-01-EF230059431-1		6 December	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	EFT-01-EF230061739-1		6 December	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	EFT-01-EF230063491-1		7 January	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	EFT-01-EF230065558-1		7 January	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3035	Long Distance	EFT-01-EF230065561-1		7 January	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3035	Long Distance	EFT-01-EF230065562-1		7 January	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3035	Long Distance	EFT-01-EF230068885-1		7 January	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC

AR Details by Accounting Period

ALASKA COMMUNICATIONS	0.00
FASTWYRE BROADBAND	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
ALASKA COMMUNICATIONS	0.00
ALASKA COMMUNICATIONS	0.00
	0.00
FASTWYRE BROADBAND	0.00
	0.00
ALASKA COMMUNICATIONS	0.00
ALASKA COMMUNICATIONS	0.00
ALASKA COMMUNICATIONS	0.00
FASTWYRE BROADBAND	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
ALASKA COMMUNICATIONS	0.00
ALASKA COMMUNICATIONS	0.00
ALASKA COMMUNICATIONS	0.00
ALASKA COMMUNICATIONS	0.00

AR Details by Accounting Period

	3035	Long Distance	EFT-01-EF230068886-1		7 January	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3035	Long Distance	EFT-01-EF230069007-1		7 January	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	EFT-01-EF230069008-1		7 January	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	EFT-01-EF230069010-1		7 January	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	EFT-01-EF230069417-1		7 January	MUT84082	TELALASKA INC
	3035	Long Distance	EFT-01-EF230079938-1		8 February	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3035	Long Distance	EFT-01-EF230080065-1		8 February	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	EFT-01-EF230080066-1		8 February	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	EFT-01-EF230080591-1		8 February	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	EFT-01-EF230080596-1		8 February	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	EFT-01-EF230081080-1		8 February	MUT84082	TELALASKA INC
	3035	Long Distance	EFT-01-EF230082664-1		9 March	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3035	Long Distance	EFT-01-EF230082666-1		9 March	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3035	Long Distance	GAX-01-230007918-1		1 July	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	GAX-01-230007930-1		1 July	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	GAX-01-230015233-1		2 August	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	GAX-01-230015237-1		2 August	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	GAX-01-230015390-1		2 August	MUT84082	TELALASKA INC
	3035	Long Distance	GAX-01-230016594-1		2 August	GEC98253	GCI COMMUNICATION CORP
	3035	Long Distance	GAX-01-230016607-1		2 August	GEC98253	GCI COMMUNICATION CORP
	3035	Long Distance	GAX-01-230016618-1		2 August	GEC98253	GCI COMMUNICATION CORP
	3035	Long Distance	GAX-01-230020904-1		2 August	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3035	Long Distance	GAX-01-230020908-1		2 August	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3035	Long Distance	GAX-01-230025045-1		3 September	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3035	Long Distance	GAX-01-230027370-1		3 September	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	GAX-01-230027637-1		3 September	MUT84082	TELALASKA INC
	3035	Long Distance	GAX-01-230028645-1		3 September	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3035	Long Distance	GAX-01-230028695-1		3 September	GEC99286	GCI COMMUNICATION CORP

AR Details by Accounting Period

ALASKA COMMUNICATIONS	0.00
	0.00
	0.00
	0.00
FASTWYRE BROADBAND	0.00
ALASKA COMMUNICATIONS	0.00
	0.00
	0.00
	0.00
FASTWYRE BROADBAND	0.00
ALASKA COMMUNICATIONS	0.00
ALASKA COMMUNICATIONS	0.00
	25.77
	0.10
	13.72
	0.13
FASTWYRE BROADBAND	103.36
GCI WIRELESS	29.84
GCI WIRELESS	69.64
GCI WIRELESS	18.04
ALASKA COMMUNICATIONS	195.94
ALASKA COMMUNICATIONS	120.52
ALASKA COMMUNICATIONS	0.29
	11.95
FASTWYRE BROADBAND	59.68
ALASKA COMMUNICATIONS	0.95
	14.68

AR Details by Accounting Period

	3035	Long Distance	GAX-01-230028699-1		3 September	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	GAX-01-230032533-1		4 October	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3035	Long Distance	GAX-01-230032539-1		4 October	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3035	Long Distance	GAX-01-230036840-1		4 October	MUT84082	TELALASKA INC
	3035	Long Distance	GAX-01-230039611-1		4 October	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	GAX-01-230039614-1		4 October	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	GAX-01-230039626-1		4 October	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	GAX-01-230039629-1		4 October	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	GAX-01-230039632-1		4 October	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	GAX-01-230041817-1		5 November	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3035	Long Distance	GAX-01-230041828-1		5 November	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3035	Long Distance	GAX-01-230045131-1		5 November	MUT84082	TELALASKA INC
	3035	Long Distance	GAX-01-230045177-1		5 November	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	GAX-01-230048268-1		5 November	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	GAX-01-230052685-1		6 December	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3035	Long Distance	GAX-01-230052700-1		6 December	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3035	Long Distance	GAX-01-230052711-1		6 December	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3035	Long Distance	GAX-01-230054809-1		6 December	MUT84082	TELALASKA INC
	3035	Long Distance	GAX-01-230056708-1		6 December	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	GAX-01-230056722-1		6 December	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	GAX-01-230056732-1		6 December	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	GAX-01-230056742-1		6 December	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	GAX-01-230059333-1		6 December	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	GAX-01-230060667-1		7 January	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	GAX-01-230062335-1		7 January	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3035	Long Distance	GAX-01-230062360-1		7 January	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3035	Long Distance	GAX-01-230062365-1		7 January	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC

AR Details by Accounting Period

	28.40
ALASKA COMMUNICATIONS	89.88
ALASKA COMMUNICATIONS	76.30
FASTWYRE BROADBAND	84.21
	78.41
	449.79
	0.03
	5.20
	24.34
ALASKA COMMUNICATIONS	74.53
ALASKA COMMUNICATIONS	88.08
FASTWYRE BROADBAND	68.59
	4.27
	23.17
ALASKA COMMUNICATIONS	90.38
ALASKA COMMUNICATIONS	2.63
ALASKA COMMUNICATIONS	273.74
FASTWYRE BROADBAND	571.86
	97.26
	0.63
	6.82
	29.98
	117.45
	21.95
ALASKA COMMUNICATIONS	18.67
ALASKA COMMUNICATIONS	0.89
ALASKA COMMUNICATIONS	24.13

AR Details by Accounting Period

	3035	Long Distance	GAX-01-230065849-1	7 January	MUT84082	TELALASKA INC
	3035	Long Distance	GAX-01-230066612-1	7 January	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3035	Long Distance	GAX-01-230066616-1	7 January	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3035	Long Distance	GAX-01-230066848-1	7 January	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	GAX-01-230066856-1	7 January	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	GAX-01-230066861-1	7 January	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	GAX-01-230076989-1	8 February	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3035	Long Distance	GAX-01-230077668-1	8 February	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	GAX-01-230077684-1	8 February	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	GAX-01-230077709-1	8 February	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	GAX-01-230077816-1	8 February	GEC99286	GCI COMMUNICATION CORP
	3035	Long Distance	GAX-01-230078269-1	8 February	MUT84082	TELALASKA INC
	3035	Long Distance	GAX-01-230079615-1	9 March	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3035	Long Distance	GAX-01-230079624-1	9 March	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3036	Local/Equipment Charges	AD-01-AD230004066-1	1 July	MTA84461	MATANUSKA TELEPHONE ASSOCIATION
	3036	Local/Equipment Charges	AD-01-AD230007856-1	2 August	MTA84461	MATANUSKA TELEPHONE ASSOCIATION
	3036	Local/Equipment Charges	AD-01-AD230013412-1	3 September	MTA84461	MATANUSKA TELEPHONE ASSOCIATION
	3036	Local/Equipment Charges	AD-01-AD230018855-1	4 October	MTA84461	MATANUSKA TELEPHONE ASSOCIATION
	3036	Local/Equipment Charges	AD-01-AD230021677-1	5 November	MTA84461	MATANUSKA TELEPHONE ASSOCIATION
	3036	Local/Equipment Charges	AD-01-AD230028172-1	7 January	MTA84461	MATANUSKA TELEPHONE ASSOCIATION
	3036	Local/Equipment Charges	AD-01-AD230030454-1	7 January	MTA84461	MATANUSKA TELEPHONE ASSOCIATION
	3036	Local/Equipment Charges	AD-01-AD230036450-1	8 February	MTA84461	MATANUSKA TELEPHONE ASSOCIATION
	3036	Local/Equipment Charges	EFT-01-EF230006081-1	1 July	MUT84082	TELALASKA INC
	3036	Local/Equipment Charges	EFT-01-EF230009140-1	1 July	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230009142-1	1 July	GEC99286	GCI COMMUNICATION CORP

AR Details by Accounting Period

FASTWYRE BROADBAND	21.35
ALASKA COMMUNICATIONS	0.15
ALASKA COMMUNICATIONS	24.37
	10.22
	442.23
	3.55
ALASKA COMMUNICATIONS	16.72
	443.86
	8.29
	128.29
	15.24
FASTWYRE BROADBAND	15.32
ALASKA COMMUNICATIONS	51.46
ALASKA COMMUNICATIONS	51.28
MTA COMMUNICATIONS LLC	0.00
MTA COMMUNICATIONS LLC	0.00
MTA COMMUNICATIONS LLC	0.00
MTA COMMUNICATIONS LLC	0.00
MTA COMMUNICATIONS LLC	0.00
MTA COMMUNICATIONS LLC	0.00
MTA COMMUNICATIONS LLC	0.00
MTA COMMUNICATIONS LLC	0.00
MTA COMMUNICATIONS LLC	0.00
FASTWYRE BROADBAND	0.00
	0.00
	0.00

AR Details by Accounting Period

	3036	Local/Equipment Charges	EFT-01-EF230009143-1		1 July	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230009144-1		1 July	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230009145-1		1 July	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230009149-1		1 July	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230012495-1		2 August	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3036	Local/Equipment Charges	EFT-01-EF230012497-1		2 August	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3036	Local/Equipment Charges	EFT-01-EF230015086-1		2 August	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230015510-1		2 August	MUT84082	TELALASKA INC
	3036	Local/Equipment Charges	EFT-01-EF230017170-1		2 August	GEC98253	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230017171-1		2 August	GEC98253	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230017172-1		2 August	GEC98253	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230018724-1		2 August	GEC98253	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230019932-1		2 August	GEC98253	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230021170-1		2 August	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3036	Local/Equipment Charges	EFT-01-EF230021173-1		2 August	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3036	Local/Equipment Charges	EFT-01-EF230025740-1		3 September	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230025741-1		3 September	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230028048-1		3 September	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230028049-1		3 September	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230028050-1		3 September	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230028369-1		3 September	MUT84082	TELALASKA INC
	3036	Local/Equipment Charges	EFT-01-EF230029033-1		3 September	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3036	Local/Equipment Charges	EFT-01-EF230029177-1		3 September	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230029178-1		3 September	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230037120-1		4 October	MUT84082	TELALASKA INC
	3036	Local/Equipment Charges	EFT-01-EF230041601-1		4 October	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230041602-1		4 October	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230041603-1		4 October	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230041604-1		4 October	GEC99286	GCI COMMUNICATION CORP

AR Details by Accounting Period

	0.00
	0.00
	0.00
	0.00
ALASKA COMMUNICATIONS	0.00
ALASKA COMMUNICATIONS	0.00
	0.00
FASTWYRE BROADBAND	0.00
GCI WIRELESS	0.00
GCI WIRELESS	0.00
GCI WIRELESS	0.00
GCI WIRELESS	0.00
GCI WIRELESS	0.00
ALASKA COMMUNICATIONS	0.00
ALASKA COMMUNICATIONS	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
FASTWYRE BROADBAND	0.00
ALASKA COMMUNICATIONS	0.00
	0.00
	0.00
FASTWYRE BROADBAND	0.00
	0.00
	0.00
	0.00
	0.00

AR Details by Accounting Period

	3036	Local/Equipment Charges	EFT-01-EF230041606-1	4	October	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230041608-1	4	October	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230042257-1	5	November	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3036	Local/Equipment Charges	EFT-01-EF230042737-1	5	November	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3036	Local/Equipment Charges	EFT-01-EF230042738-1	5	November	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3036	Local/Equipment Charges	EFT-01-EF230046545-1	5	November	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230046810-1	5	November	MUT84082	TELALASKA INC
	3036	Local/Equipment Charges	EFT-01-EF230048330-1	5	November	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230048333-1	5	November	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230048334-1	5	November	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230048335-1	5	November	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230048336-1	5	November	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230056451-1	6	December	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3036	Local/Equipment Charges	EFT-01-EF230056452-1	6	December	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3036	Local/Equipment Charges	EFT-01-EF230059426-1	6	December	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230059427-1	6	December	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230059429-1	6	December	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230059430-1	6	December	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230059431-1	6	December	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230061738-1	6	December	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230061739-1	6	December	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230065559-1	7	January	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3036	Local/Equipment Charges	EFT-01-EF230065560-1	7	January	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3036	Local/Equipment Charges	EFT-01-EF230068884-1	7	January	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3036	Local/Equipment Charges	EFT-01-EF230069007-1	7	January	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230069008-1	7	January	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230069012-1	7	January	GEC99286	GCI COMMUNICATION CORP

AR Details by Accounting Period

	0.00
	0.00
ALASKA COMMUNICATIONS	0.00
ALASKA COMMUNICATIONS	0.00
ALASKA COMMUNICATIONS	0.00
	0.00
FASTWYRE BROADBAND	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
ALASKA COMMUNICATIONS	0.00
ALASKA COMMUNICATIONS	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
ALASKA COMMUNICATIONS	0.00
ALASKA COMMUNICATIONS	0.00
ALASKA COMMUNICATIONS	0.00
	0.00
	0.00
	0.00

AR Details by Accounting Period

	3036	Local/Equipment Charges	EFT-01-EF230069013-1	7	January	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230069417-1	7	January	MUT84082	TELALASKA INC
	3036	Local/Equipment Charges	EFT-01-EF230073998-1	8	February	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230079939-1	8	February	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3036	Local/Equipment Charges	EFT-01-EF230080064-1	8	February	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230080065-1	8	February	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230080066-1	8	February	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230080067-1	8	February	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230080592-1	8	February	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	EFT-01-EF230081080-1	8	February	MUT84082	TELALASKA INC
	3036	Local/Equipment Charges	EFT-01-EF230082663-1	9	March	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3036	Local/Equipment Charges	EFT-01-EF230082665-1	9	March	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3036	Local/Equipment Charges	EFT-01-EF230082773-1	9	March	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230005178-1	1	July	MUT84082	TELALASKA INC
	3036	Local/Equipment Charges	GAX-01-230007919-1	1	July	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230007921-1	1	July	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230007922-1	1	July	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230007923-1	1	July	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230007924-1	1	July	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230007929-1	1	July	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230007940-1	1	July	MTA84461	MATANUSKA TELEPHONE ASSOCIATION
	3036	Local/Equipment Charges	GAX-01-230013055-1	2	August	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3036	Local/Equipment Charges	GAX-01-230013057-1	2	August	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3036	Local/Equipment Charges	GAX-01-230015233-1	2	August	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230015390-1	2	August	MUT84082	TELALASKA INC
	3036	Local/Equipment Charges	GAX-01-230016600-1	2	August	GEC98253	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230016607-1	2	August	GEC98253	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230016618-1	2	August	GEC98253	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230016629-1	2	August	GEC98253	GCI COMMUNICATION CORP

AR Details by Accounting Period

	0.00
FASTWYRE BROADBAND	0.00
	0.00
	0.00
ALASKA COMMUNICATIONS	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
FASTWYRE BROADBAND	0.00
	0.00
ALASKA COMMUNICATIONS	0.00
ALASKA COMMUNICATIONS	0.00
	0.00
FASTWYRE BROADBAND	501.02
	92.73
	171.22
	331.80
	171.19
	180.28
	128.40
MTA COMMUNICATIONS LLC	324.72
ALASKA COMMUNICATIONS	2,085.64
ALASKA COMMUNICATIONS	1,550.33
	92.73
FASTWYRE BROADBAND	499.99
GCI WIRELESS	171.19
GCI WIRELESS	171.19
GCI WIRELESS	622.95
GCI WIRELESS	331.98

AR Details by Accounting Period

	3036	Local/Equipment Charges	GAX-01-230016665-1		2 August	MTA84461	MATANUSKA TELEPHONE ASSOCIATION
	3036	Local/Equipment Charges	GAX-01-230018714-1		2 August	GEC98253	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230020900-1		2 August	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3036	Local/Equipment Charges	GAX-01-230020911-1		2 August	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3036	Local/Equipment Charges	GAX-01-230025837-1		3 September	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230025843-1		3 September	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230027357-1		3 September	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230027361-1		3 September	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230027370-1		3 September	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230027637-1		3 September	MUT84082	TELALASKA INC
	3036	Local/Equipment Charges	GAX-01-230028632-1		3 September	MTA84461	MATANUSKA TELEPHONE ASSOCIATION
	3036	Local/Equipment Charges	GAX-01-230028641-1		3 September	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3036	Local/Equipment Charges	GAX-01-230028695-1		3 September	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230028699-1		3 September	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230036840-1		4 October	MUT84082	TELALASKA INC
	3036	Local/Equipment Charges	GAX-01-230039610-1		4 October	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230039611-1		4 October	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230039614-1		4 October	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230039618-1		4 October	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230039624-1		4 October	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230039629-1		4 October	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230039636-1		4 October	MTA84461	MATANUSKA TELEPHONE ASSOCIATION
	3036	Local/Equipment Charges	GAX-01-230041815-1		5 November	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3036	Local/Equipment Charges	GAX-01-230042852-1		5 November	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3036	Local/Equipment Charges	GAX-01-230042853-1		5 November	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3036	Local/Equipment Charges	GAX-01-230045131-1		5 November	MUT84082	TELALASKA INC
	3036	Local/Equipment Charges	GAX-01-230045177-1		5 November	GEC99286	GCI COMMUNICATION CORP

AR Details by Accounting Period

MTA COMMUNICATIONS LLC	324.72
GCI WIRELESS	294.05
ALASKA COMMUNICATIONS	2,152.01
ALASKA COMMUNICATIONS	1,598.24
	649.33
	331.98
	171.19
	128.40
	95.97
FASTWYRE BROADBAND	499.99
MTA COMMUNICATIONS LLC	324.72
ALASKA COMMUNICATIONS	2,152.01
	417.25
	12.87
FASTWYRE BROADBAND	513.38
	329.34
	169.70
	178.88
	169.69
	127.27
	91.97
MTA COMMUNICATIONS LLC	321.23
ALASKA COMMUNICATIONS	2,137.70
ALASKA COMMUNICATIONS	1,598.24
ALASKA COMMUNICATIONS	1,580.24
FASTWYRE BROADBAND	502.37
	98.76

AR Details by Accounting Period

	3036	Local/Equipment Charges	GAX-01-230048045-1		5 November	MTA84461	MATANUSKA TELEPHONE ASSOCIATION
	3036	Local/Equipment Charges	GAX-01-230048261-1		5 November	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230048271-1		5 November	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230048272-1		5 November	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230048276-1		5 November	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230048281-1		5 November	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230052714-1		6 December	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3036	Local/Equipment Charges	GAX-01-230052719-1		6 December	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3036	Local/Equipment Charges	GAX-01-230056708-1		6 December	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230056713-1		6 December	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230056732-1		6 December	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230056738-1		6 December	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230056742-1		6 December	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230059328-1		6 December	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230059333-1		6 December	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230060679-1		7 January	MTA84461	MATANUSKA TELEPHONE ASSOCIATION
	3036	Local/Equipment Charges	GAX-01-230062343-1		7 January	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3036	Local/Equipment Charges	GAX-01-230062356-1		7 January	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3036	Local/Equipment Charges	GAX-01-230065849-1		7 January	MUT84082	TELLALASKA INC
	3036	Local/Equipment Charges	GAX-01-230066596-1		7 January	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3036	Local/Equipment Charges	GAX-01-230066848-1		7 January	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230066856-1		7 January	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230066867-1		7 January	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230066869-1		7 January	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230066885-1		7 January	MTA84461	MATANUSKA TELEPHONE ASSOCIATION
	3036	Local/Equipment Charges	GAX-01-230071434-1		8 February	GEC99286	GCI COMMUNICATION CORP

AR Details by Accounting Period

MTA COMMUNICATIONS LLC	321.23
	0.02
	293.85
	329.34
	169.69
	664.04
ALASKA COMMUNICATIONS	2,137.70
ALASKA COMMUNICATIONS	1,580.24
	127.26
	127.27
	92.77
	329.34
	618.03
	169.69
	169.72
MTA COMMUNICATIONS LLC	321.23
ALASKA COMMUNICATIONS	1,580.24
ALASKA COMMUNICATIONS	2,137.70
FASTWYRE BROADBAND	502.37
ALASKA COMMUNICATIONS	2,146.64
	171.06
	180.24
	171.05
	331.72
MTA COMMUNICATIONS LLC	324.38
	92.76

AR Details by Accounting Period

	3036	Local/Equipment Charges	GAX-01-230076995-1		8 February	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3036	Local/Equipment Charges	GAX-01-230077659-1		8 February	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230077668-1		8 February	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230077684-1		8 February	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230077688-1		8 February	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230077797-1		8 February	GEC99286	GCI COMMUNICATION CORP
	3036	Local/Equipment Charges	GAX-01-230078142-1		8 February	MTA84461	MATANUSKA TELEPHONE ASSOCIATION
	3036	Local/Equipment Charges	GAX-01-230078269-1		8 February	MUT84082	TELALASKA INC
	3036	Local/Equipment Charges	GAX-01-230079584-1		9 March	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3036	Local/Equipment Charges	GAX-01-230079622-1		9 March	ACS07286	ALASKA COMMUNICATIONS HOLDINGS INC
	3036	Local/Equipment Charges	GAX-01-230080154-1		9 March	GEC99286	GCI COMMUNICATION CORP
	3037	Data/Network	PRCC-01-230004742-1		1 July	VS008703	Amazon Web Services Inc
	3037	Data/Network	PRCC-01-230015545-1		3 September	AIR10279	AIRCELL LLC
	3037	Data/Network	PRCC-01-230016334-1		3 September	VS008703	Amazon Web Services Inc
	3037	Data/Network	PRCC-01-230019000-1		3 September	VS008703	Amazon Web Services Inc
	3037	Data/Network	PRCC-01-230023773-1		4 October	VS008703	Amazon Web Services Inc
	3037	Data/Network	PRCC-01-230034190-1		6 December	VS008703	Amazon Web Services Inc
	3037	Data/Network	PRCC-01-230036360-1		6 December	VS008703	Amazon Web Services Inc
	3037	Data/Network	PRCC-01-230040270-1		7 January	VS008703	Amazon Web Services Inc
	3037	Data/Network	PRCC-01-230046752-1		8 February	VS008703	Amazon Web Services Inc
	3038	Cellular Phones	AD-01-AD230006675-1		2 August	ATT08130	AT&T MOBILITY II
	3038	Cellular Phones	AD-01-AD230013101-1		3 September	ATT08130	AT&T MOBILITY II
	3038	Cellular Phones	AD-01-AD230018759-1		4 October	ATT08130	AT&T MOBILITY II
	3038	Cellular Phones	AD-01-AD230020770-1		5 November	ATT08130	AT&T MOBILITY II
	3038	Cellular Phones	AD-01-AD230026365-1		6 December	ATT08130	AT&T MOBILITY II
	3038	Cellular Phones	AD-01-AD230030170-1		7 January	ATT08130	AT&T MOBILITY II
	3038	Cellular Phones	AD-01-AD230034693-1		8 February	ATT08130	AT&T MOBILITY II
	3038	Cellular Phones	AD-01-AD230036062-1		8 February	ATT08130	AT&T MOBILITY II
	3038	Cellular Phones	EFT-01-EF230017173-1		2 August	GEC98253	GCI COMMUNICATION CORP
	3038	Cellular Phones	EFT-01-EF230025739-1		3 September	GEC99286	GCI COMMUNICATION CORP
	3038	Cellular Phones	EFT-01-EF230041600-1		4 October	GEC99286	GCI COMMUNICATION CORP
	3038	Cellular Phones	EFT-01-EF230048337-1		5 November	GEC99286	GCI COMMUNICATION CORP
	3038	Cellular Phones	EFT-01-EF230059432-1		6 December	GEC99286	GCI COMMUNICATION CORP
	3038	Cellular Phones	EFT-01-EF230069011-1		7 January	GEC99286	GCI COMMUNICATION CORP
	3038	Cellular Phones	EFT-01-EF230080598-1		8 February	GEC99286	GCI COMMUNICATION CORP
	3038	Cellular Phones	EFT-01-EF230085071-1		9 March	GEC99286	GCI COMMUNICATION CORP
	3038	Cellular Phones	GAX-01-230015042-1		2 August	ATT08130	AT&T MOBILITY II
	3038	Cellular Phones	GAX-01-230016635-1		2 August	GEC98253	GCI COMMUNICATION CORP

AR Details by Accounting Period

ALASKA COMMUNICATIONS	1,595.82
	171.05
	180.24
	171.04
	331.72
	92.82
MTA COMMUNICATIONS LLC	324.38
FASTWYRE BROADBAND	504.76
ALASKA COMMUNICATIONS	1,595.82
ALASKA COMMUNICATIONS	2,146.64
	128.19
	79.73
	25.00
	59.43
	382.05
	99.28
	88.13
	198.67
	276.83
	351.09
AT&T MOBILITY	0.00
AT&T MOBILITY	0.00
AT&T MOBILITY	0.00
AT&T MOBILITY	0.00
AT&T MOBILITY	0.00
AT&T MOBILITY	0.00
AT&T MOBILITY	0.00
AT&T MOBILITY	0.00
AT&T MOBILITY	0.00
AT&T MOBILITY	0.00
GCI WIRELESS	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
AT&T MOBILITY	44.93
GCI WIRELESS	431.88

AR Details by Accounting Period

	3038	Cellular Phones	GAX-01-230025833-1		3 September	GEC99286	GCI COMMUNICATION CORP
	3038	Cellular Phones	GAX-01-230029008-1		3 September	ATT08130	AT&T MOBILITY II
	3038	Cellular Phones	GAX-01-230039539-1		4 October	ATT08130	AT&T MOBILITY II
							GCI COMMUNICATION CORP
	3038	Cellular Phones	GAX-01-230039608-1		4 October	GEC99286	GCI COMMUNICATION CORP
	3038	Cellular Phones	GAX-01-230044984-1		5 November	ATT08130	AT&T MOBILITY II
							GCI COMMUNICATION CORP
	3038	Cellular Phones	GAX-01-230048282-1		5 November	GEC99286	GCI COMMUNICATION CORP
	3038	Cellular Phones	GAX-01-230056219-1		6 December	ATT08130	AT&T MOBILITY II
							GCI COMMUNICATION CORP
	3038	Cellular Phones	GAX-01-230056746-1		6 December	GEC99286	GCI COMMUNICATION CORP
	3038	Cellular Phones	GAX-01-230065423-1		7 January	ATT08130	AT&T MOBILITY II
							GCI COMMUNICATION CORP
	3038	Cellular Phones	GAX-01-230066864-1		7 January	GEC99286	GCI COMMUNICATION CORP
	3038	Cellular Phones	GAX-01-230075064-1		8 February	ATT08130	AT&T MOBILITY II
	3038	Cellular Phones	GAX-01-230077208-1		8 February	ATT08130	AT&T MOBILITY II
							GCI COMMUNICATION CORP
	3038	Cellular Phones	GAX-01-230077861-1		8 February	GEC99286	GCI COMMUNICATION CORP
							GCI COMMUNICATION CORP
	3038	Cellular Phones	GAX-01-230081268-1		9 March	GEC99286	GCI COMMUNICATION CORP
	3043	Freight	AD-01-AD230031732-1		7 January	PAM97308	PACIFIC MOVERS INC
	3043	Freight	GAX-01-230069397-1		7 January	PAM97308	PACIFIC MOVERS INC
	3043	Freight	PRCC-01-230044005-1		7 January	MSCPCARD	APPLE MOVING LLC
							FEDERAL EXPRESS CORPORATION
	3044	Courier	AD-01-AD230016695-1		4 October	FEC84220	FEDERAL EXPRESS CORPORATION
	3044	Courier	AD-01-AD230019428-1		5 November	VC038799	TNT ALASKA
	3044	Courier	EFT-01-EF230033044-1		4 October	BEA84333	BERING AIR INC
	3044	Courier	EFT-01-EF230036848-1		4 October	BEA84333	BERING AIR INC
	3044	Courier	EFT-01-EF230041871-1		4 October	ALA84921	ALASKA AIRLINES INC
							RELIABLE TRANSFER CORPORATION
	3044	Courier	EFT-01-EF230042466-1		5 November	RET84724	RELIABLE TRANSFER CORPORATION
	3044	Courier	EFT-01-EF230042846-1		5 November	BEA84333	BERING AIR INC
	3044	Courier	EFT-01-EF230042847-1		5 November	BEA84333	BERING AIR INC
	3044	Courier	EFT-01-EF230042848-1		5 November	BEA84333	BERING AIR INC
	3044	Courier	EFT-01-EF230042849-1		5 November	BEA84333	BERING AIR INC
	3044	Courier	EFT-01-EF230046786-1		5 November	ALA84921	ALASKA AIRLINES INC
	3044	Courier	EFT-01-EF230061496-1		6 December	ALA84921	ALASKA AIRLINES INC
	3044	Courier	EFT-01-EF230084966-1		9 March	BEA84333	BERING AIR INC
	3044	Courier	EFT-01-EF230084967-1		9 March	BEA84333	BERING AIR INC
	3044	Courier	EFT-01-EF230084968-1		9 March	BEA84333	BERING AIR INC
	3044	Courier	GAX-01-230032522-1		4 October	BEA84333	BERING AIR INC
							FEDERAL EXPRESS CORPORATION
	3044	Courier	GAX-01-230034809-1		4 October	FEC84220	FEDERAL EXPRESS CORPORATION
	3044	Courier	GAX-01-230036641-1		4 October	BEA84333	BERING AIR INC
	3044	Courier	GAX-01-230039577-1		4 October	ALA84921	ALASKA AIRLINES INC
							RELIABLE TRANSFER CORPORATION
	3044	Courier	GAX-01-230042029-1		5 November	RET84724	RELIABLE TRANSFER CORPORATION
	3044	Courier	GAX-01-230042900-1		5 November	BEA84333	BERING AIR INC
	3044	Courier	GAX-01-230042980-1		5 November	BEA84333	BERING AIR INC
	3044	Courier	GAX-01-230042983-1		5 November	BEA84333	BERING AIR INC
	3044	Courier	GAX-01-230042988-1		5 November	BEA84333	BERING AIR INC
	3044	Courier	GAX-01-230043080-1		5 November	VC038799	TNT ALASKA
	3044	Courier	GAX-01-230043083-1		5 November	VC038799	TNT ALASKA
	3044	Courier	GAX-01-230044927-1		5 November	ALA84921	ALASKA AIRLINES INC
	3044	Courier	GAX-01-230059150-1		6 December	ALA84921	ALASKA AIRLINES INC
	3044	Courier	GAX-01-230081201-1		9 March	BEA84333	BERING AIR INC
	3044	Courier	GAX-01-230081216-1		9 March	BEA84333	BERING AIR INC
	3044	Courier	GAX-01-230081222-1		9 March	BEA84333	BERING AIR INC
	3045	Postage	AD-01-AD230001554-1		1 July	PBB03127	PITNEY BOWES BANK INC

AR Details by Accounting Period

	498.06
AT&T MOBILITY	-476.16
AT&T MOBILITY	302.81
	577.05
AT&T MOBILITY	557.50
	539.85
AT&T MOBILITY	345.84
	539.85
AT&T MOBILITY	345.84
	539.85
AT&T MOBILITY	345.84
AT&T MOBILITY	78.91
	59.21
	413.62
	0.00
	975.00
	450.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	334.75
	18.18
	30.00
	57.91
	41.85
	50.40
	116.26
	30.00
	88.80
	40.00
	40.00
	40.00
	242.78
	73.84
	106.40
	42.00
	69.74
POSTAGE BY PHONE	
RESERVE ACCOUNT	0.00

AR Details by Accounting Period

	3045	Postage	AD-01-AD230006669-1		2 August	USP05164	UNITED STATES POSTAL SERVICE
	3045	Postage	AD-01-AD230007456-1		2 August	USP84624	UNITED STATES POSTAL SERVICE
	3045	Postage	AD-01-AD230016724-1		4 October	PCF01440	JESSYKA CREASEY UNITED STATES POSTAL SERVICE
	3045	Postage	AD-01-AD230023020-1		5 November	USP84624	UNITED STATES POSTAL SERVICE
	3045	Postage	AD-01-AD230023582-1		6 December	USP84624	UNITED STATES POSTAL SERVICE
	3045	Postage	AD-01-AD230032953-1		8 February	USP05164	UNITED STATES POSTAL SERVICE
	3045	Postage	GAX-01-230004366-1		1 July	PBB03127	PITNEY BOWES BANK INC
	3045	Postage	GAX-01-230015961-1		2 August	USP05164	UNITED STATES POSTAL SERVICE
	3045	Postage	GAX-01-230017549-1		2 August	USP84624	UNITED STATES POSTAL SERVICE
	3045	Postage	GAX-01-230050505-1		5 November	USP84624	UNITED STATES POSTAL SERVICE
	3045	Postage	GAX-01-230052404-1		6 December	USP84624	UNITED STATES POSTAL SERVICE
	3045	Postage	GAX-01-230072957-1		8 February	USP05164	UNITED STATES POSTAL SERVICE
	3045	Postage	PCGAX-01-230000024-1		4 October	PCF01440	JESSYKA CREASEY
	3046	Advertising	AD-01-AD230009470-1		2 August	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
	3046	Advertising	AD-01-AD230009507-1		2 August	VC021795	ANCHORAGE DAILY NEWS LLC
	3046	Advertising	AD-01-AD230011786-1		3 September	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
	3046	Advertising	AD-01-AD230011787-1		3 September	KDL08255	DILLINGHAM CITY SCHOOL DISTRICT
	3046	Advertising	AD-01-AD230011814-1		3 September	UCT86174	UNALASKA COMMUNITY BROADCASTING INC
	3046	Advertising	AD-01-AD230012008-1		3 September	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
	3046	Advertising	AD-01-AD230016688-1		4 October	DEP84174	TRIDELTA INC
	3046	Advertising	AD-01-AD230016710-1		4 October	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
	3046	Advertising	AD-01-AD230016711-1		4 October	KDL08255	DILLINGHAM CITY SCHOOL DISTRICT
	3046	Advertising	AD-01-AD230016744-1		4 October	VC016049	NATIVE VILLAGE OF EYAK TRADITIONAL COUNCIL
	3046	Advertising	AD-01-AD230016744-2		5 November	VC016049	NATIVE VILLAGE OF EYAK TRADITIONAL COUNCIL
	3046	Advertising	AD-01-AD230016871-1		4 October	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
	3046	Advertising	AD-01-AD230017439-1		4 October	NON84459	NOME NUGGET
	3046	Advertising	AD-01-AD230018813-1		4 October	DED99314	THE DELTA DISCOVERY INC
	3046	Advertising	AD-01-AD230018827-1		4 October	FDN84661	FAIRBANKS DAILY NEWS MINER
	3046	Advertising	AD-01-AD230018886-1		4 October	UCT86174	UNALASKA COMMUNITY BROADCASTING INC
	3046	Advertising	AD-01-AD230023065-1		5 November	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC

AR Details by Accounting Period

US POSTAL SERVICE- MENDENHALL STATION	0.00
US POSTAL SERVICE - MAIN OFFICE	0.00
PCF REGION IV ELECTIONS NOME	0.00
US POSTAL SERVICE - MAIN OFFICE	0.00
US POSTAL SERVICE - MAIN OFFICE	0.00
US POSTAL SERVICE- MENDENHALL STATION	0.00
POSTAGE BY PHONE RESERVE ACCOUNT	1,750.00
US POSTAL SERVICE- MENDENHALL STATION	500.00
US POSTAL SERVICE - MAIN OFFICE	2,500.00
US POSTAL SERVICE - MAIN OFFICE	21,600.00
US POSTAL SERVICE - MAIN OFFICE	275.00
US POSTAL SERVICE- MENDENHALL STATION	290.00
PCF REGION IV ELECTIONS NOME	16.10
KICY AM & FM	0.00
ALASKA DISPATCH NEWS	0.00
KICY AM & FM	0.00
KDLG RADIO STATION	0.00
KUCB-FM	0.00
KICY AM & FM DELTA WIND / SEWARD JOURNAL	0.00
KICY AM & FM	0.00
KDLG RADIO STATION	0.00
THE CORDOVA TIMES	0.00
THE CORDOVA TIMES	0.00
KICY AM & FM	0.00
	0.00
	0.00
	0.00
KUCB-FM	0.00
KICY AM & FM	0.00

AR Details by Accounting Period

3046	Advertising	AD-01-AD230023108-1	5 November	VC021795	ANCHORAGE DAILY NEWS LLC
3046	Advertising	AD-01-AD230023761-1	6 December	VC043420	THE CORDOVA TIMES LLC
3046	Advertising	AD-01-AD230024981-1	6 December	KDN84916	PIONEER PRINTING CO INC
3046	Advertising	AD-01-AD230025053-1	6 December	KDL08255	DILLINGHAM CITY SCHOOL DISTRICT
3046	Advertising	AD-01-AD230025443-1	6 December	DEP84174	TRIDELTA INC
3046	Advertising	AD-01-AD230025471-1	6 December	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
3046	Advertising	AD-01-AD230025472-1	6 December	KDL08255	DILLINGHAM CITY SCHOOL DISTRICT
3046	Advertising	AD-01-AD230025519-1	6 December	UCT86174	UNALASKA COMMUNITY BROADCASTING INC
3046	Advertising	AD-01-AD230029184-1	7 January	VS004703	Sound Publishing Inc
3046	Advertising	AD-01-AD230038355-1	9 March	KDL08255	DILLINGHAM CITY SCHOOL DISTRICT
3046	Advertising	EFT-01-EF230021099-1	2 August	BEB84093	BETHEL BROADCASTING INC
3046	Advertising	EFT-01-EF230033460-1	4 October	BEB84093	BETHEL BROADCASTING INC
3046	Advertising	EFT-01-EF230057708-1	6 December	BEB84093	BETHEL BROADCASTING INC
3046	Advertising	GAE-01-230000508-1	1 July	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
3046	Advertising	GAE-01-230000510-1	1 July	KDL08255	DILLINGHAM CITY SCHOOL DISTRICT
3046	Advertising	GAE-01-230000511-1	1 July	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
3046	Advertising	GAE-01-230000512-1	1 July	KDL08255	DILLINGHAM CITY SCHOOL DISTRICT
3046	Advertising	GAE-01-230000513-1	1 July	VC021795	ANCHORAGE DAILY NEWS LLC
3046	Advertising	GAE-01-230000514-1	1 July	BEB84093	BETHEL BROADCASTING INC
3046	Advertising	GAE-01-230000515-1	1 July	KDL08255	DILLINGHAM CITY SCHOOL DISTRICT
3046	Advertising	GAE-01-230000516-1	1 July	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
3046	Advertising	GAE-01-230000517-1	1 July	BEB84093	BETHEL BROADCASTING INC
3046	Advertising	GAE-01-230000518-1	1 July	UCT86174	UNALASKA COMMUNITY BROADCASTING INC
3046	Advertising	GAE-01-230000520-1	1 July	KDL08255	DILLINGHAM CITY SCHOOL DISTRICT
3046	Advertising	GAE-01-230000522-1	1 July	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
3046	Advertising	GAE-01-230000525-1	1 July	BEB84093	BETHEL BROADCASTING INC
3046	Advertising	GAE-01-230002884-1	3 September	KDL08255	DILLINGHAM CITY SCHOOL DISTRICT
3046	Advertising	GAE-01-230002885-1	3 September	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
3046	Advertising	GAE-01-230002887-1	3 September	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
3046	Advertising	GAE-01-230002888-1	3 September	KDL08255	DILLINGHAM CITY SCHOOL DISTRICT

AR Details by Accounting Period

ALASKA DISPATCH NEWS	0.00
THE CORDOVA TIMES	0.00
KETCHIKAN DAILY NEWS	0.00
KDLG RADIO STATION	0.00
DELTA WIND / SEWARD JOURNAL	0.00
KICY AM & FM	0.00
KDLG RADIO STATION	0.00
KUCB-FM	0.00
JUNEAU EMPIRE CAPITAL CITY WEEKLY	0.00
KDLG RADIO STATION	0.00
KYUK AM & TV	0.00
KYUK AM & TV	0.00
KYUK AM & TV	0.00
KICY AM & FM	0.00
KDLG RADIO STATION	0.00
KICY AM & FM	0.00
KDLG RADIO STATION	0.00
ALASKA DISPATCH NEWS	0.00
KYUK AM & TV	0.00
KDLG RADIO STATION	0.00
KICY AM & FM	0.00
KYUK AM & TV	0.00
KUCB-FM	0.00
KDLG RADIO STATION	0.00
KICY AM & FM	0.00
KYUK AM & TV	0.00
KDLG RADIO STATION	0.00
KICY AM & FM	0.00
KICY AM & FM	0.00
KDLG RADIO STATION	0.00

AR Details by Accounting Period

	3046	Advertising	GAE-01-230002907-1		3 September	KDL08255	DILLINGHAM CITY SCHOOL DISTRICT
	3046	Advertising	GAE-01-230002909-1		3 September	BEB84093	BETHEL BROADCASTING INC
	3046	Advertising	GAE-01-230002911-1		3 September	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
	3046	Advertising	GAE-01-230002912-1		3 September	BEB84093	BETHEL BROADCASTING INC
	3046	Advertising	GAE-01-230002913-1		3 September	BEB84093	BETHEL BROADCASTING INC
	3046	Advertising	GAE-01-230002922-1		3 September	VC021795	ANCHORAGE DAILY NEWS LLC
	3046	Advertising	GAE-01-230002923-1		3 September	KDN84916	PIONEER PRINTING CO INC
	3046	Advertising	GAE-01-230003306-1		3 September	FDN84661	FAIRBANKS DAILY NEWS MINER
	3046	Advertising	GAE-01-230003307-1		3 September	VS004703	Sound Publishing Inc
	3046	Advertising	GAE-01-230003308-1		3 September	NON84459	NOME NUGGET
	3046	Advertising	GAE-01-230003310-1		3 September	DED99314	THE DELTA DISCOVERY INC
	3046	Advertising	GAE-01-230003312-1		3 September	DEP84174	TRIDELTA INC
	3046	Advertising	GAE-01-230003313-1		3 September	BEB84093	BETHEL BROADCASTING INC
	3046	Advertising	GAE-01-230003314-1		3 September	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
	3046	Advertising	GAE-01-230003315-1		3 September	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
	3046	Advertising	GAE-01-230003316-1		3 September	KDL08255	DILLINGHAM CITY SCHOOL DISTRICT
	3046	Advertising	GAE-01-230003317-1		3 September	KDL08255	DILLINGHAM CITY SCHOOL DISTRICT
	3046	Advertising	GAE-01-230003320-1		3 September	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
	3046	Advertising	GAE-01-230003323-1		3 September	BEB84093	BETHEL BROADCASTING INC
	3046	Advertising	GAE-01-230003324-1		3 September	KDL08255	DILLINGHAM CITY SCHOOL DISTRICT
	3046	Advertising	GAE-01-230003325-1		3 September	BEB84093	BETHEL BROADCASTING INC
	3046	Advertising	GAE-01-230003337-1		3 September	KDL08255	DILLINGHAM CITY SCHOOL DISTRICT
	3046	Advertising	GAE-01-230003342-1		3 September	BEB84093	BETHEL BROADCASTING INC
	3046	Advertising	GAE-01-230003343-1		3 September	KDL08255	DILLINGHAM CITY SCHOOL DISTRICT
	3046	Advertising	GAE-01-230003346-1		3 September	UCT86174	UNALASKA COMMUNITY BROADCASTING INC
	3046	Advertising	GAE-01-230003349-1		3 September	UCT86174	UNALASKA COMMUNITY BROADCASTING INC
	3046	Advertising	GAE-01-230003350-1		3 September	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
	3046	Advertising	GAE-01-230003351-1		3 September	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
	3046	Advertising	GAE-01-230003634-1		4 October	UCT86174	UNALASKA COMMUNITY BROADCASTING INC
	3046	Advertising	GAE-01-230003637-1		4 October	UCT86174	UNALASKA COMMUNITY BROADCASTING INC
	3046	Advertising	GAE-01-230003638-1		4 October	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC

AR Details by Accounting Period

KDLG RADIO STATION	0.00
KYUK AM & TV	0.00
KICY AM & FM	0.00
KYUK AM & TV	0.00
KYUK AM & TV	0.00
ALASKA DISPATCH NEWS	0.00
KETCHIKAN DAILY NEWS	0.00
	0.00
JUNEAU EMPIRE CAPITAL CITY WEEKLY	0.00
	0.00
	0.00
DELTA WIND / SEWARD JOURNAL	0.00
KYUK AM & TV	0.00
KICY AM & FM	0.00
KICY AM & FM	0.00
KDLG RADIO STATION	0.00
KDLG RADIO STATION	0.00
KICY AM & FM	0.00
KYUK AM & TV	0.00
KDLG RADIO STATION	0.00
KYUK AM & TV	0.00
KDLG RADIO STATION	0.00
KYUK AM & TV	0.00
KDLG RADIO STATION	0.00
KUCB-FM	0.00
KUCB-FM	0.00
KICY AM & FM	0.00
KICY AM & FM	0.00
KUCB-FM	0.00
KUCB-FM	0.00
KICY AM & FM	0.00

AR Details by Accounting Period

	3046	Advertising	GAE-01-230003640-1		4 October	BEB84093	BETHEL BROADCASTING INC
	3046	Advertising	GAE-01-230003641-1		4 October	KDL08255	DILLINGHAM CITY SCHOOL DISTRICT
	3046	Advertising	GAE-01-230003642-1		4 October	BEB84093	BETHEL BROADCASTING INC
	3046	Advertising	GAE-01-230003643-1		4 October	KDL08255	DILLINGHAM CITY SCHOOL DISTRICT
	3046	Advertising	GAE-01-230003771-1		4 October	UCT86174	UNALASKA COMMUNITY BROADCASTING INC
	3046	Advertising	GAE-01-230003772-1		4 October	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
	3046	Advertising	GAE-01-230003773-1		4 October	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
	3046	Advertising	GAE-01-230003774-1		4 October	KDL08255	DILLINGHAM CITY SCHOOL DISTRICT
	3046	Advertising	GAE-01-230003775-1		4 October	BEB84093	BETHEL BROADCASTING INC
	3046	Advertising	GAE-01-230003776-1		4 October	UCT86174	UNALASKA COMMUNITY BROADCASTING INC
	3046	Advertising	GAE-01-230004130-1		5 November	DEP84174	TRIDELTA INC
	3046	Advertising	GAE-01-230004824-1		8 February	KDL08255	DILLINGHAM CITY SCHOOL DISTRICT
	3046	Advertising	GAE-01-230004825-1		8 February	BEB84093	BETHEL BROADCASTING INC
	3046	Advertising	GAE-01-230004826-1		8 February	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
	3046	Advertising	GAX-01-230019857-1		2 August	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
	3046	Advertising	GAX-01-230019881-1		2 August	BEB84093	BETHEL BROADCASTING INC
	3046	Advertising	GAX-01-230019893-1		2 August	BEB84093	BETHEL BROADCASTING INC
	3046	Advertising	GAX-01-230019942-1		2 August	VC021795	ANCHORAGE DAILY NEWS LLC
	3046	Advertising	GAX-01-230020029-1		2 August	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
	3046	Advertising	GAX-01-230026106-1		3 September	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
	3046	Advertising	GAX-01-230026123-1		3 September	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
	3046	Advertising	GAX-01-230026128-1		3 September	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
	3046	Advertising	GAX-01-230026135-1		3 September	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
	3046	Advertising	GAX-01-230026157-1		3 September	KDL08255	DILLINGHAM CITY SCHOOL DISTRICT
	3046	Advertising	GAX-01-230026163-1		3 September	KDL08255	DILLINGHAM CITY SCHOOL DISTRICT
	3046	Advertising	GAX-01-230026168-1		3 September	KDL08255	DILLINGHAM CITY SCHOOL DISTRICT
	3046	Advertising	GAX-01-230026181-1		3 September	KDL08255	DILLINGHAM CITY SCHOOL DISTRICT
	3046	Advertising	GAX-01-230026185-1		3 September	UCT86174	UNALASKA COMMUNITY BROADCASTING INC
	3046	Advertising	GAX-01-230032716-1		4 October	BEB84093	BETHEL BROADCASTING INC
	3046	Advertising	GAX-01-230034771-1		4 October	DEP84174	TRIDELTA INC

AR Details by Accounting Period

KYUK AM & TV	0.00
KDLG RADIO STATION	0.00
KYUK AM & TV	0.00
KDLG RADIO STATION	0.00
KUCB-FM	0.00
KICY AM & FM	0.00
KICY AM & FM	0.00
KDLG RADIO STATION	0.00
KYUK AM & TV	0.00
KUCB-FM	0.00
DELTA WIND / SEWARD JOURNAL	0.00
KDLG RADIO STATION	0.00
KYUK AM & TV	0.00
KICY AM & FM	0.00
KICY AM & FM	170.00
KYUK AM & TV	500.00
KYUK AM & TV	500.00
ALASKA DISPATCH NEWS	367.00
KICY AM & FM	100.00
KICY AM & FM	170.00
KICY AM & FM	340.00
KICY AM & FM	70.00
KICY AM & FM	100.00
KDLG RADIO STATION	715.00
KDLG RADIO STATION	325.00
KDLG RADIO STATION	1,430.00
KDLG RADIO STATION	390.00
KUCB-FM	60.00
KYUK AM & TV	420.00
DELTA WIND / SEWARD JOURNAL	360.00

AR Details by Accounting Period

	3046	Advertising	GAX-01-230035312-1		4 October	KDL08255	DILLINGHAM CITY SCHOOL DISTRICT
	3046	Advertising	GAX-01-230035315-1		4 October	KDL08255	DILLINGHAM CITY SCHOOL DISTRICT
	3046	Advertising	GAX-01-230036805-1		4 October	VC016049	NATIVE VILLAGE OF EYAK TRADITIONAL COUNCIL
	3046	Advertising	GAX-01-230036805-2		5 November	VC016049	NATIVE VILLAGE OF EYAK TRADITIONAL COUNCIL
	3046	Advertising	GAX-01-230036952-1		4 October	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
	3046	Advertising	GAX-01-230036977-1		4 October	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
	3046	Advertising	GAX-01-230036993-1		4 October	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
	3046	Advertising	GAX-01-230037000-1		4 October	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
	3046	Advertising	GAX-01-230037003-1		4 October	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
	3046	Advertising	GAX-01-230037052-1		4 October	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
	3046	Advertising	GAX-01-230037750-1		4 October	NON84459	NOME NUGGET
	3046	Advertising	GAX-01-230039588-1		4 October	UCT86174	UNALASKA COMMUNITY BROADCASTING INC
	3046	Advertising	GAX-01-230039591-1		4 October	UCT86174	UNALASKA COMMUNITY BROADCASTING INC
	3046	Advertising	GAX-01-230039593-1		4 October	UCT86174	UNALASKA COMMUNITY BROADCASTING INC
	3046	Advertising	GAX-01-230039595-1		4 October	DED99314	THE DELTA DISCOVERY INC
	3046	Advertising	GAX-01-230039597-1		4 October	FDN84661	FAIRBANKS DAILY NEWS MINER
	3046	Advertising	GAX-01-230050604-1		5 November	VC021795	ANCHORAGE DAILY NEWS LLC
	3046	Advertising	GAX-01-230050619-1		5 November	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
	3046	Advertising	GAX-01-230050624-1		5 November	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
	3046	Advertising	GAX-01-230050625-1		5 November	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
	3046	Advertising	GAX-01-230050630-1		5 November	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
	3046	Advertising	GAX-01-230050631-1		5 November	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
	3046	Advertising	GAX-01-230050647-1		5 November	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
	3046	Advertising	GAX-01-230050657-1		5 November	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
	3046	Advertising	GAX-01-230050661-1		5 November	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
	3046	Advertising	GAX-01-230051884-1		6 December	VC043420	THE CORDOVA TIMES LLC
	3046	Advertising	GAX-01-230054398-1		6 December	UCT86174	UNALASKA COMMUNITY BROADCASTING INC
	3046	Advertising	GAX-01-230054452-1		6 December	DEP84174	TRIDELTA INC
	3046	Advertising	GAX-01-230054570-1		6 December	KDL08255	DILLINGHAM CITY SCHOOL DISTRICT
	3046	Advertising	GAX-01-230054579-1		6 December	KDL08255	DILLINGHAM CITY SCHOOL DISTRICT

AR Details by Accounting Period

KDLG RADIO STATION	390.00
KDLG RADIO STATION	715.00
THE CORDOVA TIMES	340.00
THE CORDOVA TIMES	-340.00
KICY AM & FM	170.00
KICY AM & FM	170.00
KICY AM & FM	70.00
KICY AM & FM	70.00
KICY AM & FM	70.00
KICY AM & FM	70.00
KICY AM & FM	30.00
	792.00
KUCB-FM	60.00
KUCB-FM	60.00
KUCB-FM	60.00
	884.52
	1,795.84
ALASKA DISPATCH NEWS	1,005.50
KICY AM & FM	30.00
KICY AM & FM	100.00
KICY AM & FM	170.00
KICY AM & FM	170.00
KICY AM & FM	100.00
KICY AM & FM	130.00
KICY AM & FM	100.00
KICY AM & FM	100.00
THE CORDOVA TIMES	340.00
KUCB-FM	90.00
DELTA WIND / SEWARD JOURNAL	450.00
KDLG RADIO STATION	455.00
KDLG RADIO STATION	455.00

AR Details by Accounting Period

	3046	Advertising	GAX-01-230054585-1		6 December	KDL08255	DILLINGHAM CITY SCHOOL DISTRICT
	3046	Advertising	GAX-01-230054587-1		6 December	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
	3046	Advertising	GAX-01-230054592-1		6 December	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
	3046	Advertising	GAX-01-230054595-1		6 December	KCY11298	ARCTIC BROADCASTING ASSOCIATION INC
	3046	Advertising	GAX-01-230054597-1		6 December	BEB84093	BETHEL BROADCASTING INC
	3046	Advertising	GAX-01-230054607-1		6 December	BEB84093	BETHEL BROADCASTING INC
	3046	Advertising	GAX-01-230054609-1		6 December	BEB84093	BETHEL BROADCASTING INC
	3046	Advertising	GAX-01-230054613-1		6 December	BEB84093	BETHEL BROADCASTING INC
	3046	Advertising	GAX-01-230054620-1		6 December	BEB84093	BETHEL BROADCASTING INC
	3046	Advertising	GAX-01-230054621-1		6 December	BEB84093	BETHEL BROADCASTING INC
	3046	Advertising	GAX-01-230054636-1		6 December	BEB84093	BETHEL BROADCASTING INC
	3046	Advertising	GAX-01-230054641-1		6 December	BEB84093	BETHEL BROADCASTING INC
	3046	Advertising	GAX-01-230054648-1		6 December	BEB84093	BETHEL BROADCASTING INC
	3046	Advertising	GAX-01-230054703-1		6 December	KDL08255	DILLINGHAM CITY SCHOOL DISTRICT
	3046	Advertising	GAX-01-230054720-1		6 December	KDN84916	PIONEER PRINTING CO INC
	3046	Advertising	GAX-01-230054813-1		6 December	UCT86174	UNALASKA COMMUNITY BROADCASTING INC
	3046	Advertising	GAX-01-230054817-1		6 December	UCT86174	UNALASKA COMMUNITY BROADCASTING INC
	3046	Advertising	GAX-01-230055981-1		6 December	BEB84093	BETHEL BROADCASTING INC
	3046	Advertising	GAX-01-230062532-1		7 January	VS004703	Sound Publishing Inc
	3046	Advertising	GAX-01-230082348-1		9 March	KDL08255	DILLINGHAM CITY SCHOOL DISTRICT
	3046	Advertising	PRCC-01-230033694-1		6 December	FDN84661	FAIRBANKS DAILY NEWS MINER
	3047	Promotions	EFT-01-EF230026039-1		3 September	AFN84140	ALASKA FEDERATION OF NATIVES
	3047	Promotions	EFT-01-EF230046773-1		5 November	GAF95205	GAIL FENUMIAI
	3047	Promotions	GAX-01-230045134-1		5 November	GAF95205	GAIL FENUMIAI
	3047	Promotions	PO-01-230002378-1		3 September	AFN84140	ALASKA FEDERATION OF NATIVES
	3047	Promotions	PRM-01-230002106-1		3 September	AFN84140	ALASKA FEDERATION OF NATIVES
	3050	Disposal	AD-01-AD230009186-1		2 August	VC026357	VITAL RECORDS HOLDINGS LLC
	3050	Disposal	AD-01-AD230013259-1		3 September	VC026357	VITAL RECORDS HOLDINGS LLC
	3050	Disposal	AD-01-AD230013452-1		3 September	VC026357	VITAL RECORDS HOLDINGS LLC
	3050	Disposal	AD-01-AD230018907-1		4 October	VC026357	VITAL RECORDS HOLDINGS LLC

AR Details by Accounting Period

KDLG RADIO STATION	845.00
KICY AM & FM	70.00
KICY AM & FM	140.00
KICY AM & FM	70.00
KYUK AM & TV	6,250.00
KYUK AM & TV	2,625.00
KYUK AM & TV	1,365.00
KYUK AM & TV	500.00
KYUK AM & TV	500.00
KYUK AM & TV	500.00
KYUK AM & TV	500.00
KYUK AM & TV	2,205.00
KYUK AM & TV	420.00
KDLG RADIO STATION	3,215.00
KETCHIKAN DAILY NEWS	419.10
KUCB-FM	90.00
KUCB-FM	90.00
KYUK AM & TV	420.00
JUNEAU EMPIRE CAPITAL CITY WEEKLY	155.00
KDLG RADIO STATION	455.00
	191.88
	0.00
OFFICE OF THE GOVERNOR	0.00
OFFICE OF THE GOVERNOR	46.20
	0.00
	3,500.00
VRC COMPANIES LLC DBA VITALCHART	0.00
VRC COMPANIES LLC DBA VITALCHART	0.00
VRC COMPANIES LLC DBA VITALCHART	0.00
VRC COMPANIES LLC DBA VITALCHART	0.00

AR Details by Accounting Period

	3050	Disposal	AD-01-AD230021745-1		5 November	VC026357	VITAL RECORDS HOLDINGS LLC
	3050	Disposal	AD-01-AD230022921-1		5 November	VC026357	VITAL RECORDS HOLDINGS LLC
	3050	Disposal	AD-01-AD230026518-1		6 December	VC026357	VITAL RECORDS HOLDINGS LLC
	3050	Disposal	AD-01-AD230028204-1		7 January	VC026357	VITAL RECORDS HOLDINGS LLC
	3050	Disposal	AD-01-AD230030496-1		7 January	VC026357	VITAL RECORDS HOLDINGS LLC
	3050	Disposal	AD-01-AD230036505-1		8 February	VC026357	VITAL RECORDS HOLDINGS LLC
	3050	Disposal	AD-01-AD230037458-1		9 March	VC026357	VITAL RECORDS HOLDINGS LLC
	3050	Disposal	EFT-01-EF230005220-1		1 July	APE12102	WASTE CONNECTIONS OF ALASKA INC
	3050	Disposal	EFT-01-EF230006093-1		1 July	REA86028	REACH INC
	3050	Disposal	EFT-01-EF230008607-1		1 July	APE12102	WASTE CONNECTIONS OF ALASKA INC
	3050	Disposal	EFT-01-EF230012515-1		2 August	APE12102	WASTE CONNECTIONS OF ALASKA INC
	3050	Disposal	EFT-01-EF230014975-1		2 August	APE12102	WASTE CONNECTIONS OF ALASKA INC
	3050	Disposal	EFT-01-EF230015525-1		2 August	REA86028	REACH INC
	3050	Disposal	EFT-01-EF230019148-1		2 August	VS007132	Vital Records Holdings LLC
	3050	Disposal	EFT-01-EF230026063-1		3 September	APE12102	WASTE CONNECTIONS OF ALASKA INC
	3050	Disposal	EFT-01-EF230026481-1		3 September	REA86028	REACH INC
	3050	Disposal	EFT-01-EF230033516-1		4 October	REA86028	REACH INC
	3050	Disposal	EFT-01-EF230038615-1		4 October	APE12102	WASTE CONNECTIONS OF ALASKA INC
	3050	Disposal	EFT-01-EF230038616-1		4 October	APE12102	WASTE CONNECTIONS OF ALASKA INC
	3050	Disposal	EFT-01-EF230039023-1		4 October	REA86028	REACH INC
	3050	Disposal	EFT-01-EF230046472-1		5 November	APE12102	WASTE CONNECTIONS OF ALASKA INC
	3050	Disposal	EFT-01-EF230046473-1		5 November	APE12102	WASTE CONNECTIONS OF ALASKA INC
	3050	Disposal	EFT-01-EF230048921-1		5 November	REA86028	REACH INC
	3050	Disposal	EFT-01-EF230056925-1		6 December	APE12102	WASTE CONNECTIONS OF ALASKA INC
	3050	Disposal	EFT-01-EF230056926-1		6 December	APE12102	WASTE CONNECTIONS OF ALASKA INC
	3050	Disposal	EFT-01-EF230057748-1		6 December	REA86028	REACH INC
	3050	Disposal	EFT-01-EF230063586-1		7 January	SHR04029	SHREDWAY INC
	3050	Disposal	EFT-01-EF230065588-1		7 January	APE12102	WASTE CONNECTIONS OF ALASKA INC

AR Details by Accounting Period

VRC COMPANIES LLC DBA VITALCHART	0.00
VRC COMPANIES LLC DBA VITALCHART	0.00
VRC COMPANIES LLC DBA VITALCHART	0.00
VRC COMPANIES LLC DBA VITALCHART	0.00
VRC COMPANIES LLC DBA VITALCHART	0.00
VRC COMPANIES LLC DBA VITALCHART	0.00
VRC COMPANIES LLC DBA VITALCHART	0.00
VRC COMPANIES LLC DBA VITALCHART	0.00
VRC COMPANIES LLC DBA VITALCHART	0.00
ALASKA WASTE OR HANKS WATER COMPANY	0.00
	0.00
ALASKA WASTE OR HANKS WATER COMPANY	0.00
ALASKA WASTE OR HANKS WATER COMPANY	0.00
ALASKA WASTE OR HANKS WATER COMPANY	0.00
	0.00
SHRED ALASKA	0.00
ALASKA WASTE OR HANKS WATER COMPANY	0.00
	0.00
	0.00
ALASKA WASTE OR HANKS WATER COMPANY	0.00
ALASKA WASTE OR HANKS WATER COMPANY	0.00
	0.00
ALASKA WASTE OR HANKS WATER COMPANY	0.00
ALASKA WASTE OR HANKS WATER COMPANY	0.00
	0.00
ALASKA WASTE OR HANKS WATER COMPANY	0.00
ALASKA WASTE OR HANKS WATER COMPANY	0.00
	0.00
ALASKA WASTE OR HANKS WATER COMPANY	0.00
	0.00
ALASKA WASTE OR HANKS WATER COMPANY	0.00

AR Details by Accounting Period

	3050	Disposal	EFT-01-EF230068371-1		7 January	APE12102	WASTE CONNECTIONS OF ALASKA INC
	3050	Disposal	EFT-01-EF230069431-1		7 January	REA86028	REACH INC
	3050	Disposal	EFT-01-EF230079965-1		8 February	APE12102	WASTE CONNECTIONS OF ALASKA INC
	3050	Disposal	EFT-01-EF230079967-1		8 February	APE12102	WASTE CONNECTIONS OF ALASKA INC
	3050	Disposal	EFT-01-EF230081095-1		8 February	REA86028	REACH INC
	3050	Disposal	EFT-01-EF230084939-1		9 March	APE12102	WASTE CONNECTIONS OF ALASKA INC
	3050	Disposal	GAX-01-230005117-1		1 July	APE12102	WASTE CONNECTIONS OF ALASKA INC
	3050	Disposal	GAX-01-230005171-1		1 July	REA86028	REACH INC
	3050	Disposal	GAX-01-230007894-1		1 July	APE12102	WASTE CONNECTIONS OF ALASKA INC
	3050	Disposal	GAX-01-230013060-1		2 August	APE12102	WASTE CONNECTIONS OF ALASKA INC
	3050	Disposal	GAX-01-230015054-1		2 August	APE12102	WASTE CONNECTIONS OF ALASKA INC
	3050	Disposal	GAX-01-230015371-1		2 August	REA86028	REACH INC
	3050	Disposal	GAX-01-230017234-1		2 August	VS007132	Vital Records Holdings LLC
	3050	Disposal	GAX-01-230018676-1		2 August	VC026357	VITAL RECORDS HOLDINGS LLC
	3050	Disposal	GAX-01-230025054-1		3 September	APE12102	WASTE CONNECTIONS OF ALASKA INC
	3050	Disposal	GAX-01-230025301-1		3 September	REA86028	REACH INC
	3050	Disposal	GAX-01-230028513-1		3 September	VC026357	VITAL RECORDS HOLDINGS LLC
	3050	Disposal	GAX-01-230028968-1		3 September	VC026357	VITAL RECORDS HOLDINGS LLC
	3050	Disposal	GAX-01-230032608-1		4 October	REA86028	REACH INC
	3050	Disposal	GAX-01-230037558-1		4 October	APE12102	WASTE CONNECTIONS OF ALASKA INC
	3050	Disposal	GAX-01-230037562-1		4 October	APE12102	WASTE CONNECTIONS OF ALASKA INC
	3050	Disposal	GAX-01-230037772-1		4 October	REA86028	REACH INC
	3050	Disposal	GAX-01-230039685-1		4 October	VC026357	VITAL RECORDS HOLDINGS LLC
	3050	Disposal	GAX-01-230044959-1		5 November	APE12102	WASTE CONNECTIONS OF ALASKA INC
	3050	Disposal	GAX-01-230044963-1		5 November	APE12102	WASTE CONNECTIONS OF ALASKA INC
	3050	Disposal	GAX-01-230047855-1		5 November	VC026357	VITAL RECORDS HOLDINGS LLC
	3050	Disposal	GAX-01-230048027-1		5 November	REA86028	REACH INC
	3050	Disposal	GAX-01-230050508-1		5 November	VC026357	VITAL RECORDS HOLDINGS LLC

AR Details by Accounting Period

ALASKA WASTE OR HANKS WATER COMPANY	0.00
	0.00
ALASKA WASTE OR HANKS WATER COMPANY	0.00
ALASKA WASTE OR HANKS WATER COMPANY	0.00
	0.00
ALASKA WASTE OR HANKS WATER COMPANY	0.00
ALASKA WASTE OR HANKS WATER COMPANY	98.88
	70.00
ALASKA WASTE OR HANKS WATER COMPANY	40.41
ALASKA WASTE OR HANKS WATER COMPANY	98.88
ALASKA WASTE OR HANKS WATER COMPANY	73.77
	95.00
SHRED ALASKA VRC COMPANIES LLC DBA VITALCHART	29.51
	29.51
ALASKA WASTE OR HANKS WATER COMPANY	98.88
	95.00
VRC COMPANIES LLC DBA VITALCHART	88.53
VRC COMPANIES LLC DBA VITALCHART	29.51
	150.00
ALASKA WASTE OR HANKS WATER COMPANY	25.61
ALASKA WASTE OR HANKS WATER COMPANY	98.88
	95.00
VRC COMPANIES LLC DBA VITALCHART	64.23
ALASKA WASTE OR HANKS WATER COMPANY	98.88
ALASKA WASTE OR HANKS WATER COMPANY	33.01
VRC COMPANIES LLC DBA VITALCHART	59.66
	99.00
VRC COMPANIES LLC DBA VITALCHART	59.66

AR Details by Accounting Period

	3050	Disposal	GAX-01-230054316-1		6 December	APE12102	WASTE CONNECTIONS OF ALASKA INC
	3050	Disposal	GAX-01-230054319-1		6 December	APE12102	WASTE CONNECTIONS OF ALASKA INC
	3050	Disposal	GAX-01-230054702-1		6 December	REA86028	REACH INC
	3050	Disposal	GAX-01-230056807-1		6 December	VC026357	VITAL RECORDS HOLDINGS LLC
	3050	Disposal	GAX-01-230060696-1		7 January	SHR04029	SHREDWAY INC
	3050	Disposal	GAX-01-230060697-1		7 January	VC026357	VITAL RECORDS HOLDINGS LLC
	3050	Disposal	GAX-01-230062171-1		7 January	APE12102	WASTE CONNECTIONS OF ALASKA INC
	3050	Disposal	GAX-01-230065483-1		7 January	APE12102	WASTE CONNECTIONS OF ALASKA INC
	3050	Disposal	GAX-01-230065769-1		7 January	REA86028	REACH INC
	3050	Disposal	GAX-01-230065781-1		7 January	REA86028	REACH INC
	3050	Disposal	GAX-01-230065806-1		7 January	REA86028	REACH INC
	3050	Disposal	GAX-01-230066952-1		7 January	VC026357	VITAL RECORDS HOLDINGS LLC
	3050	Disposal	GAX-01-230066954-1		7 January	VC026357	VITAL RECORDS HOLDINGS LLC
	3050	Disposal	GAX-01-230077040-1		8 February	APE12102	WASTE CONNECTIONS OF ALASKA INC
	3050	Disposal	GAX-01-230077052-1		8 February	APE12102	WASTE CONNECTIONS OF ALASKA INC
	3050	Disposal	GAX-01-230078220-1		8 February	REA86028	REACH INC
	3050	Disposal	GAX-01-230078229-1		8 February	REA86028	REACH INC
	3050	Disposal	GAX-01-230078273-1		8 February	VC026357	VITAL RECORDS HOLDINGS LLC
	3050	Disposal	GAX-01-230080210-1		9 March	VC026357	VITAL RECORDS HOLDINGS LLC
	3050	Disposal	GAX-01-230082246-1		9 March	APE12102	WASTE CONNECTIONS OF ALASKA INC
	3050	Disposal	PO-01-230000916-1		2 August	AAA08158	AAA MOVING & STORAGE INC
	3050	Disposal	PO-01-230000916-2		2 August	AAA08158	AAA MOVING & STORAGE INC
	3057	Structure, Infrastructure and Land - Rent	AD-01-AD230011228-1		3 September	CBJ84496	CITY & BOROUGH OF JUNEAU
	3057	Structure, Infrastructure and Land - Rent	EFT-01-EF230022302-1		3 September	AAA08158	AAA MOVING & STORAGE INC
	3057	Structure, Infrastructure and Land - Rent	EFT-01-EF230029562-1		3 September	AAA08158	AAA MOVING & STORAGE INC
	3057	Structure, Infrastructure and Land - Rent	EFT-01-EF230038953-1		4 October	AAA08158	AAA MOVING & STORAGE INC
	3057	Structure, Infrastructure and Land - Rent	EFT-01-EF230041686-1		4 October	NVW94348	NATIVE VILLAGE OF WALES
	3057	Structure, Infrastructure and Land - Rent	EFT-01-EF230042381-1		5 November	GEC99286	GCI COMMUNICATION CORP
	3057	Structure, Infrastructure and Land - Rent	EFT-01-EF230042382-1		5 November	GEC99286	GCI COMMUNICATION CORP
	3057	Structure, Infrastructure and Land - Rent	EFT-01-EF230046779-1		5 November	AAA08158	AAA MOVING & STORAGE INC

AR Details by Accounting Period

ALASKA WASTE OR HANKS WATER COMPANY	33.01
ALASKA WASTE OR HANKS WATER COMPANY	106.39
	95.00
VRC COMPANIES LLC DBA VITALCHART	30.15
	10.00
VRC COMPANIES LLC DBA VITALCHART	60.30
ALASKA WASTE OR HANKS WATER COMPANY	106.39
ALASKA WASTE OR HANKS WATER COMPANY	51.16
	70.00
	70.00
	95.00
VRC COMPANIES LLC DBA VITALCHART	30.15
VRC COMPANIES LLC DBA VITALCHART	30.15
ALASKA WASTE OR HANKS WATER COMPANY	102.77
ALASKA WASTE OR HANKS WATER COMPANY	106.39
	70.00
	70.00
VRC COMPANIES LLC DBA VITALCHART	30.15
VRC COMPANIES LLC DBA VITALCHART	30.15
ALASKA WASTE OR HANKS WATER COMPANY	14.74
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00

AR Details by Accounting Period

3057	Structure, Infrastructure and Land - Rent EFT-01-EF230056561-1	6	December	GEC99286	GCI COMMUNICATION CORP
3057	Structure, Infrastructure and Land - Rent EFT-01-EF230059623-1	6	December	AAA08158	AAA MOVING & STORAGE INC
3057	Structure, Infrastructure and Land - Rent EFT-01-EF230068757-1	7	January	AAA08158	AAA MOVING & STORAGE INC
3057	Structure, Infrastructure and Land - Rent EFT-01-EF230073999-1	8	February	GEC99286	GCI COMMUNICATION CORP
3057	Structure, Infrastructure and Land - Rent EFT-01-EF230074000-1	8	February	GEC99286	GCI COMMUNICATION CORP
3057	Structure, Infrastructure and Land - Rent EFT-01-EF230080355-1	8	February	AAA08158	AAA MOVING & STORAGE INC
3057	Structure, Infrastructure and Land - Rent EFT-01-EF230085232-1	9	March	AAA08158	AAA MOVING & STORAGE INC
3057	Structure, Infrastructure and Land - Rent GAX-01-230025636-1	3	September	CBJ84496	CITY & BOROUGH OF JUNEAU
3057	Structure, Infrastructure and Land - Rent GAX-01-230039645-1	4	October	NVW94348	NATIVE VILLAGE OF WALES
3057	Structure, Infrastructure and Land - Rent PO-01-230000916-1	2	August	AAA08158	AAA MOVING & STORAGE INC
3057	Structure, Infrastructure and Land - Rent PO-01-230000916-2	8	February	AAA08158	AAA MOVING & STORAGE INC
3057	Structure, Infrastructure and Land - Rent PO-01-230003563-1	4	October	GEC99286	GCI COMMUNICATION CORP
3057	Structure, Infrastructure and Land - Rent PO-01-230003563-2	8	February	GEC99286	GCI COMMUNICATION CORP
3057	Structure, Infrastructure and Land - Rent PRCC-01-230049593-1	8	February	CPR08130	CITY & BOROUGH OF JUNEAU
3057	Structure, Infrastructure and Land - Rent PRM-01-230001821-1	3	September	AAA08158	AAA MOVING & STORAGE INC
3057	Structure, Infrastructure and Land - Rent PRM-01-230002365-1	3	September	AAA08158	AAA MOVING & STORAGE INC
3057	Structure, Infrastructure and Land - Rent PRM-01-230003032-1	4	October	AAA08158	AAA MOVING & STORAGE INC
3057	Structure, Infrastructure and Land - Rent PRM-01-230003289-1	5	November	GEC99286	GCI COMMUNICATION CORP
3057	Structure, Infrastructure and Land - Rent PRM-01-230003290-1	5	November	GEC99286	GCI COMMUNICATION CORP
3057	Structure, Infrastructure and Land - Rent PRM-01-230003628-1	5	November	AAA08158	AAA MOVING & STORAGE INC
3057	Structure, Infrastructure and Land - Rent PRM-01-230004375-1	6	December	GEC99286	GCI COMMUNICATION CORP
3057	Structure, Infrastructure and Land - Rent PRM-01-230004595-1	6	December	AAA08158	AAA MOVING & STORAGE INC
3057	Structure, Infrastructure and Land - Rent PRM-01-230005361-1	7	January	AAA08158	AAA MOVING & STORAGE INC
3057	Structure, Infrastructure and Land - Rent PRM-01-230005751-1	8	February	GEC99286	GCI COMMUNICATION CORP
3057	Structure, Infrastructure and Land - Rent PRM-01-230005752-1	8	February	GEC99286	GCI COMMUNICATION CORP
3057	Structure, Infrastructure and Land - Rent PRM-01-230006117-1	8	February	AAA08158	AAA MOVING & STORAGE INC
3057	Structure, Infrastructure and Land - Rent PRM-01-230006487-1	9	March	AAA08158	AAA MOVING & STORAGE INC
3058	Equipment and Machinery - Repairs/Mai AD-01-AD230008730-1	2	August	VC037115	TECH DISPATCH LLC
3058	Equipment and Machinery - Repairs/Mai EFT-01-EF230005250-1	1	July	BOF05164	BOYNTON OFFICE SYSTEMS
3058	Equipment and Machinery - Repairs/Mai EFT-01-EF230008650-1	1	July	BOF05164	BOYNTON OFFICE SYSTEMS
3058	Equipment and Machinery - Repairs/Mai EFT-01-EF230018991-1	2	August	XER84366	XEROX CORPORATION

AR Details by Accounting Period

	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	770.00
	75.00
	0.00
	0.00
	0.00
	0.00
CBJ PARKS & RECREATION	3,850.00
	700.80
	2,535.05
	739.72
	1,200.00
	1,200.00
	3,434.05
	1,200.00
	1,251.68
	1,174.10
	1,200.00
	1,200.00
	1,149.16
	1,155.60
	0.00
	0.00
	0.00
	0.00

AR Details by Accounting Period

	3058	Equipment and Machinery - Repairs/Mai	EFT-01-EF230019848-1	2 August	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	EFT-01-EF230020339-1	2 August	VC029349	KELLEY CONNECT CO BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	EFT-01-EF230021215-1	2 August	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	EFT-01-EF230021216-1	2 August	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	EFT-01-EF230021217-1	2 August	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	EFT-01-EF230026085-1	3 September	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	EFT-01-EF230026086-1	3 September	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	EFT-01-EF230029088-1	3 September	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	EFT-01-EF230029089-1	3 September	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	EFT-01-EF230029419-1	3 September	XER84366	XEROX CORPORATION
	3058	Equipment and Machinery - Repairs/Mai	EFT-01-EF230029649-1	3 September	VC029349	KELLEY CONNECT CO BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	EFT-01-EF230041546-1	4 October	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	EFT-01-EF230041547-1	4 October	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	EFT-01-EF230041548-1	4 October	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	EFT-01-EF230041953-1	4 October	VC029349	KELLEY CONNECT CO BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	EFT-01-EF230042316-1	5 November	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	EFT-01-EF230042548-1	5 November	XER84366	XEROX CORPORATION
	3058	Equipment and Machinery - Repairs/Mai	EFT-01-EF230046831-1	5 November	VC029349	KELLEY CONNECT CO BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	EFT-01-EF230048671-1	5 November	XER84366	XEROX CORPORATION
	3058	Equipment and Machinery - Repairs/Mai	EFT-01-EF230048958-1	5 November	VC029349	KELLEY CONNECT CO BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	EFT-01-EF230049395-1	5 November	VC029349	KELLEY CONNECT CO BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	EFT-01-EF230051305-1	5 November	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	EFT-01-EF230051306-1	5 November	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	EFT-01-EF230051307-1	5 November	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	EFT-01-EF230059312-1	6 December	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	EFT-01-EF230059313-1	6 December	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	EFT-01-EF230059584-1	6 December	XER84366	XEROX CORPORATION
	3058	Equipment and Machinery - Repairs/Mai	EFT-01-EF230059694-1	6 December	VC029349	KELLEY CONNECT CO BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	EFT-01-EF230063421-1	7 January	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	EFT-01-EF230068922-1	7 January	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	EFT-01-EF230069445-1	7 January	VC029349	KELLEY CONNECT CO BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	EFT-01-EF230071307-1	7 January	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	EFT-01-EF230071308-1	7 January	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	EFT-01-EF230073934-1	8 February	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	EFT-01-EF230080001-1	8 February	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	EFT-01-EF230080002-1	8 February	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	EFT-01-EF230081137-1	8 February	VC029349	KELLEY CONNECT CO

AR Details by Accounting Period

	3058	Equipment and Machinery - Repairs/Mai	EFT-01-EF230082729-1		9 March	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	EFT-01-EF230084977-1		9 March	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230005130-1		1 July	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230007902-1		1 July	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230017224-1		2 August	VC037115	TECH DISPATCH LLC
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230017261-1		2 August	XER84366	XEROX CORPORATION
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230018623-1		2 August	VC029349	KELLEY CONNECT CO
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230018635-1		2 August	VC029349	KELLEY CONNECT CO
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230018665-1		2 August	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230020685-1		2 August	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230020695-1		2 August	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230020718-1		2 August	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230025082-1		3 September	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230025162-1		3 September	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230028472-1		3 September	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230028478-1		3 September	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230028558-1		3 September	XER84366	XEROX CORPORATION
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230028573-1		3 September	VC029349	KELLEY CONNECT CO
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230028585-1		3 September	VC029349	KELLEY CONNECT CO
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230039580-1		4 October	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230039581-1		4 October	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230039582-1		4 October	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230039633-1		4 October	VC029349	KELLEY CONNECT CO
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230041888-1		5 November	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230042058-1		5 November	XER84366	XEROX CORPORATION
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230045221-1		5 November	VC029349	KELLEY CONNECT CO
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230047908-1		5 November	XER84366	XEROX CORPORATION
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230047914-1		5 November	VC029349	KELLEY CONNECT CO
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230047961-1		5 November	VC029349	KELLEY CONNECT CO
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230050410-1		5 November	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230050415-1		5 November	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230050419-1		5 November	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230056423-1		6 December	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230056436-1		6 December	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230056765-1		6 December	VC029349	KELLEY CONNECT CO
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230056771-1		6 December	VC029349	KELLEY CONNECT CO
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230056930-1		6 December	XER84366	XEROX CORPORATION
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230060638-1		7 January	BOF05164	BOYNTON OFFICE SYSTEMS

AR Details by Accounting Period

	0.00
	0.00
	301.00
	173.27
	175.00
	77.76
	177.94
	30.08
	667.94
	358.62
	1,545.18
	287.43
	2,053.54
	413.89
	167.39
	240.64
	214.95
	337.17
	66.43
	257.13
	301.00
	191.57
	201.57
	262.96
	112.73
	34.34
	86.34
	171.07
	280.00
	157.77
	192.50
	1,450.45
	130.80
	1,305.65
	271.47
	60.76
	147.04
	59.54

AR Details by Accounting Period

	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230066619-1	7	January	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230066870-1	7	January	VC029349	KELLEY CONNECT CO
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230066874-1	7	January	VC029349	KELLEY CONNECT CO
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230069367-1	7	January	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230069374-1	7	January	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230071330-1	8	February	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230077294-1	8	February	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230077313-1	8	February	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230077936-1	8	February	VC029349	KELLEY CONNECT CO
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230077951-1	8	February	VC029349	KELLEY CONNECT CO
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230080015-1	9	March	BOF05164	BOYNTON OFFICE SYSTEMS
	3058	Equipment and Machinery - Repairs/Mai	GAX-01-230081223-1	9	March	BOF05164	BOYNTON OFFICE SYSTEMS
	3059	Equipment and Machinery - Rentals/Lea	AD-01-AD230011796-1	3	September	NEO12253	QUADIENT INC
	3059	Equipment and Machinery - Rentals/Lea	EFT-01-EF230009222-1	1	July	NEO09069	QUADIENT LEASING USA INC
	3059	Equipment and Machinery - Rentals/Lea	EFT-01-EF230012726-1	2	August	PBG06289	PITNEY BOWES GLOBAL FINANCIAL SERVICES
	3059	Equipment and Machinery - Rentals/Lea	EFT-01-EF230015237-1	2	August	PBG06289	PITNEY BOWES GLOBAL FINANCIAL SERVICES
	3059	Equipment and Machinery - Rentals/Lea	EFT-01-EF230033249-1	4	October	SHR04029	SHREDWAY INC
	3059	Equipment and Machinery - Rentals/Lea	EFT-01-EF230036967-1	4	October	PBO07092	PITNEY BOWES INC
	3059	Equipment and Machinery - Rentals/Lea	EFT-01-EF230041680-1	4	October	NEO09069	QUADIENT LEASING USA INC
	3059	Equipment and Machinery - Rentals/Lea	EFT-01-EF230056631-1	6	December	PBG06289	PITNEY BOWES GLOBAL FINANCIAL SERVICES
	3059	Equipment and Machinery - Rentals/Lea	EFT-01-EF230056646-1	6	December	SHR04029	SHREDWAY INC
	3059	Equipment and Machinery - Rentals/Lea	EFT-01-EF230069111-1	7	January	NEO09069	QUADIENT LEASING USA INC
	3059	Equipment and Machinery - Rentals/Lea	EFT-01-EF230071448-1	7	January	PBG06289	PITNEY BOWES GLOBAL FINANCIAL SERVICES
	3059	Equipment and Machinery - Rentals/Lea	EFT-01-EF230080698-1	8	February	PBG06289	PITNEY BOWES GLOBAL FINANCIAL SERVICES
	3059	Equipment and Machinery - Rentals/Lea	EFT-01-EF230085111-1	9	March	PBO07092	PITNEY BOWES INC
	3059	Equipment and Machinery - Rentals/Lea	EFT-01-EF230085126-1	9	March	SHR04029	SHREDWAY INC
	3059	Equipment and Machinery - Rentals/Lea	GAX-01-230007946-1	1	July	NEO09069	QUADIENT LEASING USA INC
	3059	Equipment and Machinery - Rentals/Lea	GAX-01-230013103-1	2	August	PBG06289	PITNEY BOWES GLOBAL FINANCIAL SERVICES
	3059	Equipment and Machinery - Rentals/Lea	GAX-01-230015364-1	2	August	PBG06289	PITNEY BOWES GLOBAL FINANCIAL SERVICES
	3059	Equipment and Machinery - Rentals/Lea	GAX-01-230025738-1	3	September	NEO12253	QUADIENT INC
	3059	Equipment and Machinery - Rentals/Lea	GAX-01-230032629-1	4	October	SHR04029	SHREDWAY INC
	3059	Equipment and Machinery - Rentals/Lea	GAX-01-230035416-1	4	October	PBO07092	PITNEY BOWES INC
	3059	Equipment and Machinery - Rentals/Lea	GAX-01-230039652-1	4	October	NEO09069	QUADIENT LEASING USA INC
	3059	Equipment and Machinery - Rentals/Lea	GAX-01-230052934-1	6	December	SHR04029	SHREDWAY INC
	3059	Equipment and Machinery - Rentals/Lea	GAX-01-230066932-1	7	January	NEO09069	QUADIENT LEASING USA INC
	3059	Equipment and Machinery - Rentals/Lea	GAX-01-230078199-1	8	February	PBG06289	PITNEY BOWES GLOBAL FINANCIAL SERVICES

AR Details by Accounting Period

	369.03
	20.55
	60.52
	130.80
	301.00
	20.06
	491.15
	130.80
	29.75
	34.80
	5.75
	185.95
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
PB EQUIPMENT PURCHASES	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
PB EQUIPMENT PURCHASES	0.00
	0.00
	528.87
	1,361.07
	91.44
	300.00
	10.00
PB EQUIPMENT PURCHASES	1,241.60
	528.87
	10.00
	528.87
	91.44

AR Details by Accounting Period

3059	Equipment and Machinery - Rentals/Lea	GAX-01-230082359-1	9 March	PBO07092	PITNEY BOWES INC
3059	Equipment and Machinery - Rentals/Lea	GAX-01-230082364-1	9 March	SHR04029	SHREDWAY INC
3059	Equipment and Machinery - Rentals/Lea	PO-01-230001495-1	2 August	PBG06289	PITNEY BOWES GLOBAL FINANCIAL SERVICES
3059	Equipment and Machinery - Rentals/Lea	PRM-01-230004377-1	6 December	PBG06289	PITNEY BOWES GLOBAL FINANCIAL SERVICES
3059	Equipment and Machinery - Rentals/Lea	PRM-01-230005565-1	7 January	PBG06289	PITNEY BOWES GLOBAL FINANCIAL SERVICES
3064	Interpreter	AD-01-AD230029161-1	7 January	VC028265	ITZEL YARGER-ZAGAL
3064	Interpreter	AD-01-AD230031668-1	7 January	AIJ05313	ALASKA INSTITUTE FOR JUSTICE
3064	Interpreter	GAX-01-230062657-1	7 January	VC028265	ITZEL YARGER-ZAGAL
3064	Interpreter	GAX-01-230069272-1	7 January	AIJ05313	ALASKA INSTITUTE FOR JUSTICE
3064	Interpreter	PO-01-220006968-3	1 July	VC022848	MOSES LARRY DIRKS
3064	Interpreter	PO-01-220006968-4	4 October	VC022848	MOSES LARRY DIRKS
3065	Safety Services	EFT-01-EF230005329-1	1 July	GSS84476	GUARDIAN SECURITY SYSTEMS INC
3065	Safety Services	EFT-01-EF230005331-1	1 July	GSS84476	GUARDIAN SECURITY SYSTEMS INC
3065	Safety Services	EFT-01-EF230036929-1	4 October	GSS84476	GUARDIAN SECURITY SYSTEMS INC
3065	Safety Services	EFT-01-EF230036949-1	4 October	LAM96192	LJ ANSWERING & ALARM MONITORING LLC
3065	Safety Services	EFT-01-EF230042965-1	5 November	GSS84476	GUARDIAN SECURITY SYSTEMS INC
3065	Safety Services	EFT-01-EF230042966-1	5 November	GSS84476	GUARDIAN SECURITY SYSTEMS INC
3065	Safety Services	EFT-01-EF230042967-1	5 November	GSS84476	GUARDIAN SECURITY SYSTEMS INC
3065	Safety Services	EFT-01-EF230042968-1	5 November	GSS84476	GUARDIAN SECURITY SYSTEMS INC
3065	Safety Services	EFT-01-EF230051386-1	5 November	GSS84476	GUARDIAN SECURITY SYSTEMS INC
3065	Safety Services	EFT-01-EF230059466-1	6 December	GSS84476	GUARDIAN SECURITY SYSTEMS INC
3065	Safety Services	EFT-01-EF230065713-1	7 January	GSS84476	GUARDIAN SECURITY SYSTEMS INC
3065	Safety Services	EFT-01-EF230065729-1	7 January	LAM96192	LJ ANSWERING & ALARM MONITORING LLC
3065	Safety Services	EFT-01-EF230082789-1	9 March	GSS84476	GUARDIAN SECURITY SYSTEMS INC
3065	Safety Services	GAX-01-230005149-1	1 July	GSS84476	GUARDIAN SECURITY SYSTEMS INC
3065	Safety Services	GAX-01-230005151-1	1 July	GSS84476	GUARDIAN SECURITY SYSTEMS INC
3065	Safety Services	GAX-01-230035307-1	4 October	GSS84476	GUARDIAN SECURITY SYSTEMS INC
3065	Safety Services	GAX-01-230035327-1	4 October	LAM96192	LJ ANSWERING & ALARM MONITORING LLC
3065	Safety Services	GAX-01-230043043-1	5 November	GSS84476	GUARDIAN SECURITY SYSTEMS INC
3065	Safety Services	GAX-01-230043045-1	5 November	GSS84476	GUARDIAN SECURITY SYSTEMS INC
3065	Safety Services	GAX-01-230043050-1	5 November	GSS84476	GUARDIAN SECURITY SYSTEMS INC
3065	Safety Services	GAX-01-230043053-1	5 November	GSS84476	GUARDIAN SECURITY SYSTEMS INC
3065	Safety Services	GAX-01-230050430-1	5 November	GSS84476	GUARDIAN SECURITY SYSTEMS INC

AR Details by Accounting Period

PB EQUIPMENT PURCHASES	873.43
	10.00
	0.00
	1,015.95
	1,015.95
	0.00
AIJP AND LANGUAGE INTERPRETER CENTER	0.00
	135.00
AIJP AND LANGUAGE INTERPRETER CENTER	341.60
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	47.00
	300.00
	350.93
	104.50
	47.00
	47.00
	154.95
	47.00
	42.50

AR Details by Accounting Period

3065	Safety Services	GAX-01-230056750-1	6 December	GSS84476	GUARDIAN SECURITY SYSTEMS INC
3065	Safety Services	GAX-01-230062554-1	7 January	GSS84476	GUARDIAN SECURITY SYSTEMS INC
3065	Safety Services	GAX-01-230062575-1	7 January	LAM96192	LJ ANSWERING & ALARM MONITORING LLC
3065	Safety Services	GAX-01-230080133-1	9 March	GSS84476	GUARDIAN SECURITY SYSTEMS INC
3066	Print/Copy/Graphics	AD-01-AD230005760-1	2 August	CC023119	THE PRINTER LLC
3066	Print/Copy/Graphics	AD-01-AD230007808-1	2 August	CCL84030	CAPITAL COPY LTD
3066	Print/Copy/Graphics	AD-01-AD230012921-1	3 September	CCL84030	CAPITAL COPY LTD
3066	Print/Copy/Graphics	EFT-01-EF230020006-1	2 August	ROP94146	ACME INCORPORATED
3066	Print/Copy/Graphics	EFT-01-EF230026507-1	3 September	VIS13128	VALLI INFORMATION SYSTEMS INC
3066	Print/Copy/Graphics	EFT-01-EF230033240-1	4 October	ROP94146	ACME INCORPORATED
3066	Print/Copy/Graphics	EFT-01-EF230033544-1	4 October	VIS13128	VALLI INFORMATION SYSTEMS INC
3066	Print/Copy/Graphics	EFT-01-EF230036971-1	4 October	PRW96051	SUPER SOFTWARE INC
3066	Print/Copy/Graphics	EFT-01-EF230037151-1	4 October	VIS13128	VALLI INFORMATION SYSTEMS INC
3066	Print/Copy/Graphics	EFT-01-EF230039043-1	4 October	VIS13128	VALLI INFORMATION SYSTEMS INC
3066	Print/Copy/Graphics	EFT-01-EF230042713-1	5 November	VIS13128	VALLI INFORMATION SYSTEMS INC
3066	Print/Copy/Graphics	EFT-01-EF230047586-1	5 November	VIS13128	VALLI INFORMATION SYSTEMS INC
3066	Print/Copy/Graphics	EFT-01-EF230048967-1	5 November	VIS13128	VALLI INFORMATION SYSTEMS INC
3066	Print/Copy/Graphics	EFT-01-EF230051754-1	5 November	VIS13128	VALLI INFORMATION SYSTEMS INC
3066	Print/Copy/Graphics	EFT-01-EF230056636-1	6 December	PRW96051	SUPER SOFTWARE INC
3066	Print/Copy/Graphics	EFT-01-EF230062060-1	6 December	VIS13128	VALLI INFORMATION SYSTEMS INC
3066	Print/Copy/Graphics	EFT-01-EF230066865-1	7 January	VIS13128	VALLI INFORMATION SYSTEMS INC
3066	Print/Copy/Graphics	EFT-01-EF230068861-1	7 January	VIS13128	VALLI INFORMATION SYSTEMS INC
3066	Print/Copy/Graphics	EFT-01-EF230080450-1	8 February	VIS13128	VALLI INFORMATION SYSTEMS INC
3066	Print/Copy/Graphics	EFT-01-EF230080729-1	8 February	ROP94146	ACME INCORPORATED
3066	Print/Copy/Graphics	EFT-01-EF230085303-1	9 March	VIS13128	VALLI INFORMATION SYSTEMS INC
3066	Print/Copy/Graphics	GAX-01-230013102-1	2 August	VC023119	THE PRINTER LLC
3066	Print/Copy/Graphics	GAX-01-230016343-1	2 August	CCL84030	CAPITAL COPY LTD
3066	Print/Copy/Graphics	GAX-01-230018611-1	2 August	ROP94146	ACME INCORPORATED
3066	Print/Copy/Graphics	GAX-01-230025303-1	3 September	VIS13128	VALLI INFORMATION SYSTEMS INC
3066	Print/Copy/Graphics	GAX-01-230027340-1	3 September	CCL84030	CAPITAL COPY LTD
3066	Print/Copy/Graphics	GAX-01-230032626-1	4 October	ROP94146	ACME INCORPORATED
3066	Print/Copy/Graphics	GAX-01-230047941-1	5 November	VIS13128	VALLI INFORMATION SYSTEMS INC
3066	Print/Copy/Graphics	GAX-01-230078213-1	8 February	ROP94146	ACME INCORPORATED
3066	Print/Copy/Graphics	PO-01-220008657-2	1 July	VIS13128	VALLI INFORMATION SYSTEMS INC
3066	Print/Copy/Graphics	PO-01-220008657-3	5 November	VIS13128	VALLI INFORMATION SYSTEMS INC
3066	Print/Copy/Graphics	PO-01-220008657-4	5 November	VIS13128	VALLI INFORMATION SYSTEMS INC
3066	Print/Copy/Graphics	PO-01-220008657-5	5 November	VIS13128	VALLI INFORMATION SYSTEMS INC

AR Details by Accounting Period

	47.00
	47.00
	104.50
	47.00
	0.00
	0.00
	0.00
ROYAL PRINTING	0.00
ALASKA LASER PRINTING AND MAILING	0.00
ROYAL PRINTING	0.00
ALASKA LASER PRINTING AND MAILING	0.00
PRINT WORKS	0.00
ALASKA LASER PRINTING AND MAILING	0.00
ALASKA LASER PRINTING AND MAILING	0.00
ALASKA LASER PRINTING AND MAILING	0.00
ALASKA LASER PRINTING AND MAILING	0.00
ALASKA LASER PRINTING AND MAILING	0.00
ALASKA LASER PRINTING AND MAILING	0.00
ALASKA LASER PRINTING AND MAILING	0.00
ALASKA LASER PRINTING AND MAILING	0.00
ALASKA LASER PRINTING AND MAILING	0.00
ALASKA LASER PRINTING AND MAILING	0.00
ALASKA LASER PRINTING AND MAILING	0.00
ALASKA LASER PRINTING AND MAILING	0.00
ALASKA LASER PRINTING AND MAILING	0.00
ALASKA LASER PRINTING AND MAILING	0.00
ALASKA LASER PRINTING AND MAILING	0.00
ROYAL PRINTING	0.00
ALASKA LASER PRINTING AND MAILING	0.00
	0.00
	284.25
	15.00
ROYAL PRINTING	1,190.00
ALASKA LASER PRINTING AND MAILING	2,277.15
	753.60
ROYAL PRINTING	860.00
ALASKA LASER PRINTING AND MAILING	1,921.41
ROYAL PRINTING	1,382.00
ALASKA LASER PRINTING AND MAILING	0.00
ALASKA LASER PRINTING AND MAILING	0.00
ALASKA LASER PRINTING AND MAILING	0.00
ALASKA LASER PRINTING AND MAILING	0.00
ALASKA LASER PRINTING AND MAILING	0.00

AR Details by Accounting Period

	3066	Print/Copy/Graphics	PO-01-230000248-1	1 July	VIS13128	VALLI INFORMATION SYSTEMS INC
	3066	Print/Copy/Graphics	PO-01-230000538-1	1 July	PRW96051	SUPER SOFTWARE INC
	3066	Print/Copy/Graphics	PO-01-230000538-2	1 July	PRW96051	SUPER SOFTWARE INC
	3066	Print/Copy/Graphics	PO-01-230000538-3	1 July	PRW96051	SUPER SOFTWARE INC
	3066	Print/Copy/Graphics	PO-01-230000538-4	5 November	PRW96051	SUPER SOFTWARE INC
	3066	Print/Copy/Graphics	PO-01-230000538-5	5 November	PRW96051	SUPER SOFTWARE INC
	3066	Print/Copy/Graphics	PO-01-230001782-1	2 August	VIS13128	VALLI INFORMATION SYSTEMS INC
	3066	Print/Copy/Graphics	PO-01-230004162-1	5 November	VIS13128	VALLI INFORMATION SYSTEMS INC
	3066	Print/Copy/Graphics	PO-01-230005706-1	7 January	VIS13128	VALLI INFORMATION SYSTEMS INC
	3066	Print/Copy/Graphics	PRM-01-230002668-1	4 October	VIS13128	VALLI INFORMATION SYSTEMS INC
	3066	Print/Copy/Graphics	PRM-01-230002900-1	4 October	VIS13128	VALLI INFORMATION SYSTEMS INC
	3066	Print/Copy/Graphics	PRM-01-230002903-1	4 October	PRW96051	SUPER SOFTWARE INC
	3066	Print/Copy/Graphics	PRM-01-230003030-1	4 October	VIS13128	VALLI INFORMATION SYSTEMS INC
	3066	Print/Copy/Graphics	PRM-01-230003286-1	5 November	VIS13128	VALLI INFORMATION SYSTEMS INC
	3066	Print/Copy/Graphics	PRM-01-230003662-1	5 November	VIS13128	VALLI INFORMATION SYSTEMS INC
	3066	Print/Copy/Graphics	PRM-01-230003970-1	5 November	VIS13128	VALLI INFORMATION SYSTEMS INC
	3066	Print/Copy/Graphics	PRM-01-230004378-1	6 December	PRW96051	SUPER SOFTWARE INC
	3066	Print/Copy/Graphics	PRM-01-230004797-1	6 December	VIS13128	VALLI INFORMATION SYSTEMS INC
	3066	Print/Copy/Graphics	PRM-01-230005222-1	7 January	VIS13128	VALLI INFORMATION SYSTEMS INC
	3066	Print/Copy/Graphics	PRM-01-230005360-1	7 January	VIS13128	VALLI INFORMATION SYSTEMS INC
	3066	Print/Copy/Graphics	PRM-01-230006116-1	8 February	VIS13128	VALLI INFORMATION SYSTEMS INC
	3066	Print/Copy/Graphics	PRM-01-230006486-1	9 March	VIS13128	VALLI INFORMATION SYSTEMS INC
	3069	Commission Sales	CH8-01-230007230-1	4 October		
	3069	Commission Sales	ITA-01-230001171-1	2 August	02DOAINT	Administration
	3069	Commission Sales	ITA-01-230001367-1	3 September	02DOAINT	Administration
	3069	Commission Sales	ITA-01-230001752-1	4 October	02DOAINT	Administration
	3069	Commission Sales	ITA-01-230001901-1	5 November	02DOAINT	Administration
	3071	Elections	CAD-01-CAD230010734-1	2 August	VC038621	JACQUELINE C MORGAN
	3071	Elections	CAD-01-CAD230010943-1	3 September	VC041584	AMERICAN LEGION AUXILLARY MATANUSKA VALLEY UNIT 15
	3071	Elections	CAD-01-CAD230010952-1	3 September	KMB14238	KNIGHTS MUSIC BOOSTERS
	3071	Elections	CAD-01-CAD230010969-1	3 September	VC034026	ROTARY CLUB OF PALMER
	3071	Elections	CAD-01-CAD230010970-1	3 September	VC034029	GOOD SHEPHERD LUTHERAN CHURCH
	3071	Elections	CAD-01-CAD230010971-1	3 September	VC034202	CYNTHIA R HUDGINS
	3071	Elections	CAD-01-CAD230010977-1	3 September	VC041355	CADENCE CECIL
	3071	Elections	CAD-01-CAD230010978-1	3 September	VC041450	CYNTHIA R BETHUNE
	3071	Elections	CAD-01-CAD230010979-1	3 September	VC041457	MEI LI PARR
	3071	Elections	CAD-01-CAD230012582-1	3 September	RFA13226	RUNNING FREE ALASKA
	3071	Elections	CAD-01-CAD230012595-1	3 September	VC021854	LILLIAN CLEVELAND
	3071	Elections	CAD-01-CAD230012600-1	3 September	VC034217	BRIGHAM YOUNG UNIVERSITY ALUMNI LLC

AR Details by Accounting Period

ALASKA LASER PRINTING	
AND MAILING	0.00
PRINT WORKS	0.00
PRINT WORKS	0.00
PRINT WORKS	0.00
PRINT WORKS	0.00
PRINT WORKS	0.00
ALASKA LASER PRINTING	
AND MAILING	0.00
ALASKA LASER PRINTING	
AND MAILING	0.00
ALASKA LASER PRINTING	
AND MAILING	0.00
ALASKA LASER PRINTING	
AND MAILING	63,480.00
ALASKA LASER PRINTING	
AND MAILING	3,431.38
PRINT WORKS	10,282.91
ALASKA LASER PRINTING	
AND MAILING	5,326.22
ALASKA LASER PRINTING	
AND MAILING	897.43
ALASKA LASER PRINTING	
AND MAILING	1,082.35
ALASKA LASER PRINTING	
AND MAILING	1,597.02
PRINT WORKS	2,529.50
ALASKA LASER PRINTING	
AND MAILING	8,176.34
ALASKA LASER PRINTING	
AND MAILING	541.08
ALASKA LASER PRINTING	
AND MAILING	502.53
ALASKA LASER PRINTING	
AND MAILING	9,386.39
ALASKA LASER PRINTING	
AND MAILING	452.25
	-21.00
Administration	45.00
Administration	34.50
Administration	15.50
Administration	8.25
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
FIVE LOAVES TWO FISH	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00

AR Details by Accounting Period

	3071	Elections	CAD-01-CAD230012601-1		3 September	VC034456	ALASKA SPEEDSKATING CLUB
	3071	Elections	CAD-01-CAD230013228-1		3 September	VC041453	AI-LIAN L BIDWELL-BLACK
	3071	Elections	CAD-01-CAD230013229-1		3 September	VC041643	BRADLEY ROBEEN
	3071	Elections	CAD-01-CAD230013230-1		3 September	VC041680	RENAE WALL
	3071	Elections	CAD-01-CAD230013231-1		3 September	VC041799	SIERRA HUNSAKER
	3071	Elections	CAD-01-CAD230013232-1		3 September	VC042077	JOHN W CROSS
	3071	Elections	CAD-01-CAD230018273-1		4 October	AEM12242	ASHLEY E MORGAN
	3071	Elections	CAD-01-CAD230018274-1		4 October	AEM12242	ASHLEY E MORGAN
	3071	Elections	CAD-01-CAD230018277-1		4 October	ALO08318	ALBERTA J OLANNA
	3071	Elections	CAD-01-CAD230018278-1		4 October	AMM14280	ANNE M BALKO
	3071	Elections	CAD-01-CAD230018279-1		4 October	AMP14313	AMANDA S PHILLIPS
	3071	Elections	CAD-01-CAD230018280-1		4 October	ANG02183	W ANN GEISE
	3071	Elections	CAD-01-CAD230018281-1		4 October	BAB12249	BETSY A L BEKOALOK
	3071	Elections	CAD-01-CAD230018282-1		4 October	BAD02236	BARBARA J DEMMERT
	3071	Elections	CAD-01-CAD230018283-1		4 October	BSO12166	BRE S OHLSON
	3071	Elections	CAD-01-CAD230018284-1		4 October	CAA10244	CHARLENE A ARNESON
	3071	Elections	CAD-01-CAD230018286-1		4 October	CDA07255	CAROL A DUNLAP-AUSTIN
	3071	Elections	CAD-01-CAD230018287-1		4 October	CFP14307	CARMEN F PITKA
	3071	Elections	CAD-01-CAD230018288-1		4 October	CIA84461	CITY OF ANGOON
	3071	Elections	CAD-01-CAD230018289-1		4 October	CJS12277	CLIFFORD J SMART
	3071	Elections	CAD-01-CAD230018290-1		4 October	CLA99224	CLARA B AMOS
	3071	Elections	CAD-01-CAD230018291-1		4 October	COL05278	COLIN C LINCOLN SR
	3071	Elections	CAD-01-CAD230018293-1		4 October	CYM04222	CYNTHIA L MEYER
	3071	Elections	CAD-01-CAD230018294-1		4 October	DDK14238	DARRELL D KIMOKTOAK
	3071	Elections	CAD-01-CAD230018295-1		4 October	DES10148	DEANNA L STRONG
	3071	Elections	CAD-01-CAD230018296-1		4 October	DMG13261	DESIREE M GREEN
	3071	Elections	CAD-01-CAD230018297-1		4 October	DSB12172	DEBORAH S BYAM
	3071	Elections	CAD-01-CAD230018298-1		4 October	EUA95352	EUSEBIA AUGLINE
	3071	Elections	CAD-01-CAD230018299-1		4 October	FRE04285	FRANCES H EUTUK
	3071	Elections	CAD-01-CAD230018299-2		8 February	FRE04285	FRANCES H EUTUK
	3071	Elections	CAD-01-CAD230018305-1		4 October	GYB07255	GAY A BOWLEY
	3071	Elections	CAD-01-CAD230018306-1		4 October	HAO98240	HANNAH OLANNA
	3071	Elections	CAD-01-CAD230018307-1		4 October	HAS99233	HARRIET SILVA
	3071	Elections	CAD-01-CAD230018308-1		4 October	HAT85302	HANNAH A TAKAK
	3071	Elections	CAD-01-CAD230018310-1		4 October	IMJ13275	ISABELLE M JACKSON
	3071	Elections	CAD-01-CAD230018311-1		4 October	IRV14147	IRENE VENES
	3071	Elections	CAD-01-CAD230018312-1		4 October	JJC06247	JUSTINA J CHOLOK
	3071	Elections	CAD-01-CAD230018313-1		4 October	JKB11285	JANET K BEANS
	3071	Elections	CAD-01-CAD230018314-1		4 October	JKP14301	JULIE K PLUMMER
	3071	Elections	CAD-01-CAD230018315-1		4 October	JLS12242	JOHNEE L SEETOT
	3071	Elections	CAD-01-CAD230018317-1		4 October	JOS04166	JOHN R SARGENT
	3071	Elections	CAD-01-CAD230018318-1		4 October	JUA00152	JUDY ADAMSON
	3071	Elections	CAD-01-CAD230018319-1		4 October	JUI09268	JULIE A ILUTSIK
	3071	Elections	CAD-01-CAD230018320-1		4 October	KLA12256	KLUKWAN ANS
	3071	Elections	CAD-01-CAD230018321-1		4 October	KRE06247	KAREN EDWARDS
	3071	Elections	CAD-01-CAD230018323-1		4 October	KRS15077	KRISTINA SCHMIDT
	3071	Elections	CAD-01-CAD230018324-1		4 October	LAN01275	LAURA J NASSUK
	3071	Elections	CAD-01-CAD230018325-1		4 October	LEA06240	LIZZIE E ALEXIE
	3071	Elections	CAD-01-CAD230018326-1		4 October	LEG13275	LILLIAN E GUMP
	3071	Elections	CAD-01-CAD230018327-1		4 October	LJL12147	LAYTON J LOCKETT
	3071	Elections	CAD-01-CAD230018328-1		4 October	LUS06233	LUCY L USUGAN
	3071	Elections	CAD-01-CAD230018329-1		4 October	MAB08247	MOLLY A SAMUELSON
	3071	Elections	CAD-01-CAD230018330-1		4 October	MAK96225	MARTHA E KELLY
	3071	Elections	CAD-01-CAD230018331-1		4 October	MEP13275	MALFA E PHILLIPS
	3071	Elections	CAD-01-CAD230018332-1		4 October	MIH08158	MICHAEL R A HOBBS
	3071	Elections	CAD-01-CAD230018333-1		4 October	MRA12143	MARIA AUGLINE
	3071	Elections	CAD-01-CAD230018337-1		4 October	PAL85221	LILLIAN A PAVILLA

AR Details by Accounting Period

3071	Elections	CAD-01-CAD230018338-1	4	October	PAM88225	PHYLLIS A SWETZOF
3071	Elections	CAD-01-CAD230018340-1	4	October	RJB06296	ROY JOSEPH BELL
3071	Elections	CAD-01-CAD230018341-1	4	October	ROM02228	ROBIN D MORITZ
3071	Elections	CAD-01-CAD230018342-1	4	October	SAG97288	SARAH M GOLODOFF
3071	Elections	CAD-01-CAD230018343-1	4	October	SAW10148	SALLY J WILLIAMS
3071	Elections	CAD-01-CAD230018344-1	4	October	SKH07092	SARAH K HENRY
3071	Elections	CAD-01-CAD230018345-1	4	October	SLC12165	SHARON L CLARK
3071	Elections	CAD-01-CAD230018346-1	4	October	SUM90192	SUSIE V MAKAILY
3071	Elections	CAD-01-CAD230018347-1	4	October	TEK98316	TERRY A KENNEDY
3071	Elections	CAD-01-CAD230018348-1	4	October	TEW10316	TERRY L WEST
						TATITLEK VILLAGE
3071	Elections	CAD-01-CAD230018350-1	4	October	TVC85206	COUNCIL
3071	Elections	CAD-01-CAD230018353-1	4	October	VC001738	MINNIE E FRITTS
3071	Elections	CAD-01-CAD230018354-1	4	October	VC001770	JIMMY R BROWN
3071	Elections	CAD-01-CAD230018355-1	4	October	VC001778	BERNICE M ANDREW
3071	Elections	CAD-01-CAD230018356-1	4	October	VC001800	CORA M MADROS
3071	Elections	CAD-01-CAD230018357-1	4	October	VC006999	CYNTHIA H EGELSTON
3071	Elections	CAD-01-CAD230018358-1	4	October	VC007486	SAMUEL BERLIN
3071	Elections	CAD-01-CAD230018359-1	4	October	VC007594	JAMES L HOBBS
3071	Elections	CAD-01-CAD230018360-1	4	October	VC015117	SHILO A SHERVEY
3071	Elections	CAD-01-CAD230018361-1	4	October	VC015548	KRYSTLE D PENITANI
						KAYLA C WASSILY
3071	Elections	CAD-01-CAD230018362-1	4	October	VC015556	WALKER
3071	Elections	CAD-01-CAD230018363-1	4	October	VC015573	OLGA PETERSON
3071	Elections	CAD-01-CAD230018364-1	4	October	VC015615	LUCY A ANDREW
3071	Elections	CAD-01-CAD230018365-1	4	October	VC015642	LEONA H BERGMAN
3071	Elections	CAD-01-CAD230018366-1	4	October	VC015647	MITCHELL A MAKAILY
						CHARALEIGH
3071	Elections	CAD-01-CAD230018367-1	4	October	VC015676	BLATCHFORD
						GUSTAVUS COMMUNITY
3071	Elections	CAD-01-CAD230018368-1	4	October	VC015812	CENTER
3071	Elections	CAD-01-CAD230018369-1	4	October	VC016074	KATHY S HANSON
3071	Elections	CAD-01-CAD230018370-1	4	October	VC016243	BRIANNA R NELSON
3071	Elections	CAD-01-CAD230018371-1	4	October	VC016429	LUZMILA J ZARATE
3071	Elections	CAD-01-CAD230018372-1	4	October	VC016438	RANDALL C WILLOYA
3071	Elections	CAD-01-CAD230018374-1	4	October	VC016830	GINGER C BROWN
3071	Elections	CAD-01-CAD230018375-1	4	October	VC017124	GEORGE B SMART
3071	Elections	CAD-01-CAD230018376-1	4	October	VC017368	HENRY J ALAKAYUK JR
3071	Elections	CAD-01-CAD230018377-1	4	October	VC017410	DONALD FRAZIER
3071	Elections	CAD-01-CAD230018378-1	4	October	VC017714	ELIZA F NICHOLAI
3071	Elections	CAD-01-CAD230018380-1	4	October	VC019644	Estate of Jack M Mason
3071	Elections	CAD-01-CAD230018382-1	4	October	VC019842	MARY JANE VALENTINE
3071	Elections	CAD-01-CAD230018384-1	4	October	VC020863	JENNY R VLASOFF
3071	Elections	CAD-01-CAD230018385-1	4	October	VC021426	STELLA N PAUK
3071	Elections	CAD-01-CAD230018386-1	4	October	VC021614	SHAROL A GOSUK
3071	Elections	CAD-01-CAD230018387-1	4	October	VC021649	LEANNA K ISAAC
3071	Elections	CAD-01-CAD230018390-1	4	October	VC023408	BETH CARROLL
3071	Elections	CAD-01-CAD230018391-1	4	October	VC025799	MARK S BUCK
3071	Elections	CAD-01-CAD230018392-1	4	October	VC025921	KERRY P KOMPKOFF
3071	Elections	CAD-01-CAD230018393-1	4	October	VC026504	BERNETTA M MOCHIN
3071	Elections	CAD-01-CAD230018394-1	4	October	VC026670	JONATHAN D LIBERTY
3071	Elections	CAD-01-CAD230018395-1	4	October	VC026673	MINNIE S YUNAK
3071	Elections	CAD-01-CAD230018396-1	4	October	VC027109	CARRIE-ANN V DURR
						ALEXANDRA E
3071	Elections	CAD-01-CAD230018397-1	4	October	VC027242	MATSUMIYA
3071	Elections	CAD-01-CAD230018398-1	4	October	VC027800	ROBERT P GEISE
3071	Elections	CAD-01-CAD230018400-1	4	October	VC030528	RICHELLE N BRENDIBLE
3071	Elections	CAD-01-CAD230018401-1	4	October	VC030624	ROGER K CATES
3071	Elections	CAD-01-CAD230018402-1	4	October	VC030717	LILLY F ODINZOFF

AR Details by Accounting Period

3071	Elections	CAD-01-CAD230018403-1	4	October	VC030770	CHARLENE C LARSON
3071	Elections	CAD-01-CAD230018408-1	4	October	VC033836	REBECCA L JOHNS
3071	Elections	CAD-01-CAD230018410-1	4	October	VC034138	NICOLE H PEGUES
3071	Elections	CAD-01-CAD230018411-1	4	October	VC034537	MOLLIE A MOCHIN
3071	Elections	CAD-01-CAD230018412-1	4	October	VC034646	RAE K OLANNA
3071	Elections	CAD-01-CAD230018413-1	4	October	VC034655	KELLY M OTTON
3071	Elections	CAD-01-CAD230018414-1	4	October	VC034697	SIMEON B YUKALUK
3071	Elections	CAD-01-CAD230018415-1	4	October	VC034743	RACHEL P HOLBROOK
3071	Elections	CAD-01-CAD230018416-1	4	October	VC035011	BEVERLY A BENNETT
3071	Elections	CAD-01-CAD230018417-1	4	October	VC035210	CAROL A MARTIN
3071	Elections	CAD-01-CAD230018418-1	4	October	VC035482	EMMA REICHARD-FINGER
3071	Elections	CAD-01-CAD230018419-1	4	October	VC035687	KAZIAH A SAKAR
3071	Elections	CAD-01-CAD230018420-1	4	October	VC035696	ESAU K WEYIOUNNA
3071	Elections	CAD-01-CAD230018426-1	4	October	VC038340	ANGELA M FINLEY
3071	Elections	CAD-01-CAD230018427-1	4	October	VC038387	JESSE L WALTERS
3071	Elections	CAD-01-CAD230018429-1	4	October	VC038513	NORA L KELILA
3071	Elections	CAD-01-CAD230018435-1	4	October	VC040806	BRENDAN HUNT
3071	Elections	CAD-01-CAD230018437-1	4	October	VC040884	ROSALIE L GUY
3071	Elections	CAD-01-CAD230018440-1	4	October	VC040932	JOLIN R APOKEDAK
3071	Elections	CAD-01-CAD230018441-1	4	October	VC040938	JASMINE S KRITZ
3071	Elections	CAD-01-CAD230018442-1	4	October	VC041267	BARBARA S THIEME
3071	Elections	CAD-01-CAD230018443-1	4	October	VC041388	TOLLIVER
3071	Elections	CAD-01-CAD230018444-1	4	October	VC041396	RHONDA L HOUCK
3071	Elections	CAD-01-CAD230018445-1	4	October	VC041398	ROBIN J MCRAE
3071	Elections	CAD-01-CAD230018446-1	4	October	VC041583	CLARA MILTON
3071	Elections	CAD-01-CAD230018447-1	4	October	VC041719	JONATHAN K WEYANNA
3071	Elections	CAD-01-CAD230018448-1	4	October	VC041740	BRIAN R DOUGLAS
3071	Elections	CAD-01-CAD230018449-1	4	October	VC041806	LAURA L STRONG
3071	Elections	CAD-01-CAD230018450-1	4	October	VC041807	BARBARA A BURKE
3071	Elections	CAD-01-CAD230018451-1	4	October	VC041811	JOSHUA W DUNKLEY
3071	Elections	CAD-01-CAD230018452-1	4	October	VC041814	JESSE J ALK
3071	Elections	CAD-01-CAD230018453-1	4	October	VC041913	VERNADETTE D
3071	Elections	CAD-01-CAD230018454-1	4	October	VC041957	MACALTAO
3071	Elections	CAD-01-CAD230018455-1	4	October	VC042129	PAMELA J SOOKIAYAK
3071	Elections	CAD-01-CAD230018456-1	4	October	VC042255	RAEANNE L A LARSON
3071	Elections	CAD-01-CAD230018458-1	4	October	VC042635	STEVEN J CARROLL
3071	Elections	CAD-01-CAD230018463-1	4	October	VC042715	KRISTEN A MASHIANA
3071	Elections	CAD-01-CAD230018464-1	4	October	VC042716	ABBIE M COOK
3071	Elections	CAD-01-CAD230018465-1	4	October	VC042720	MELANIE L SAGOONICK
3071	Elections	CAD-01-CAD230018466-1	4	October	VC042749	MAGGIE F SARREN
3071	Elections	CAD-01-CAD230018467-1	4	October	VC042756	MEGAN K AGNELLAN
3071	Elections	CAD-01-CAD230018468-1	4	October	VC042757	KATHERINE HUMPHERVILLE-
3071	Elections	CAD-01-CAD230018469-1	4	October	VC042758	THOMPSON
3071	Elections	CAD-01-CAD230018470-1	4	October	VC042759	AUBREY M WEGELEBEN
3071	Elections	CAD-01-CAD230018471-1	4	October	VC042760	AIDEN H SMITH
3071	Elections	CAD-01-CAD230018472-1	4	October	VC042771	DESIREE M TEELUK
3071	Elections	CAD-01-CAD230018473-1	4	October	VC042776	CASSIE L AMOS
3071	Elections	CAD-01-CAD230018474-1	4	October	VC042780	MONICA M BORROMEO
3071	Elections	CAD-01-CAD230018475-1	4	October	VC042781	HELENA O KAPOTAK
3071	Elections	CAD-01-CAD230018476-1	4	October	VC042785	CATRINA A PANTALEON
3071	Elections	CAD-01-CAD230018477-1	4	October	VC042791	LINDA M SPEARS
3071	Elections	CAD-01-CAD230018478-1	4	October	VER15042	WESLEY S ALEXIE
3071	Elections	CAD-01-CAD230018479-1	4	October	VER15042	MARYBETH R WHALEN
3071	Elections	CAD-01-CAD230018480-1	4	October	VIK99279	GAVIN J DEXTER
3071	Elections	CAD-01-CAD230018592-1	4	October	CAW08288	VENESSA RICHTER
3071	Elections		4	October		VENESSA RICHTER
3071	Elections		4	October		VIOLA KIMOKTOAK
3071	Elections		4	October		CANDACE WARUCH

AR Details by Accounting Period

	3071	Elections	CAD-01-CAD230018593-1	4	October	EDP12255	ELEANOR J DEACON-PAINTER
	3071	Elections	CAD-01-CAD230018595-1	4	October	LAG10183	LARAE A GRAY
	3071	Elections	CAD-01-CAD230018596-1	4	October	PNY14322	PAUL N YOUNG
							TOCHAK HISTORICAL SOCIETY
	3071	Elections	CAD-01-CAD230018598-1	4	October	VC000886	MARISSA J DEACON
	3071	Elections	CAD-01-CAD230018599-1	4	October	VC007592	SHANNA D SMITH
	3071	Elections	CAD-01-CAD230018600-1	4	October	VC025548	MEAGAN K FUNK
	3071	Elections	CAD-01-CAD230018601-1	4	October	VC025821	MICHELLE L GREENAMYRE
	3071	Elections	CAD-01-CAD230018602-1	4	October	VC032448	HAYLEY E BATT
	3071	Elections	CAD-01-CAD230018603-1	4	October	VC034615	THERESA M DEMIENTIEFF
	3071	Elections	CAD-01-CAD230018604-1	4	October	VC035711	JAMIE E CORDOVA
	3071	Elections	CAD-01-CAD230018607-1	4	October	VC042636	ALEXANDRA KOZEVNIKOFF
	3071	Elections	CAD-01-CAD230020542-1	4	October	ALK08281	ANGELA R PATSY
	3071	Elections	CAD-01-CAD230020543-1	4	October	ANP04168	CITY OF ANVIK
	3071	Elections	CAD-01-CAD230020545-1	4	October	CIA84057	CITY OF BETTLES
	3071	Elections	CAD-01-CAD230020546-1	4	October	CIB86148	CITY OF GRAYLING
	3071	Elections	CAD-01-CAD230020547-1	4	October	CIG84200	CAROLYN J OQUILLUK
	3071	Elections	CAD-01-CAD230020548-1	4	October	CJO14217	CHERILYN R TINKER
	3071	Elections	CAD-01-CAD230020549-1	4	October	CRT13282	FRANCES A OZENNA
	3071	Elections	CAD-01-CAD230020552-1	4	October	FRO09177	FABIAN SERGIE
	3071	Elections	CAD-01-CAD230020553-1	4	October	FSE15041	HELEN A NELSON
	3071	Elections	CAD-01-CAD230020554-1	4	October	HAN13275	HAZEL T PAGKALINAWAN
	3071	Elections	CAD-01-CAD230020555-1	4	October	HTP11250	IRA L PETER
	3071	Elections	CAD-01-CAD230020556-1	4	October	IRP14313	JACQUELINE D NICHOLAS
	3071	Elections	CAD-01-CAD230020557-1	4	October	JAN03238	JENNIE A HOPSON
	3071	Elections	CAD-01-CAD230020558-1	4	October	JEP10183	JESSICA C HUNTER
	3071	Elections	CAD-01-CAD230020559-1	4	October	JHU14273	JULIA B ANDREW
	3071	Elections	CAD-01-CAD230020561-1	4	October	JUA03272	KATHY MORGAN
	3071	Elections	CAD-01-CAD230020562-1	4	October	KAM01096	MARY O LARSON
	3071	Elections	CAD-01-CAD230020563-1	4	October	MAL99260	MARY I PETER
	3071	Elections	CAD-01-CAD230020564-1	4	October	MAP02154	MARGARET C PAVILA
	3071	Elections	CAD-01-CAD230020565-1	4	October	MAP06149	ROBERTA E BELL
	3071	Elections	CAD-01-CAD230020567-1	4	October	REB14307	KYLE J BEETUS
	3071	Elections	CAD-01-CAD230020570-1	4	October	VC000491	DAISY A KOMOK
	3071	Elections	CAD-01-CAD230020571-1	4	October	VC001765	ANGELA M YOUNG
	3071	Elections	CAD-01-CAD230020572-1	4	October	VC001805	HEATHER ULAK
	3071	Elections	CAD-01-CAD230020573-1	4	October	VC003592	ELENA K LEWIS
	3071	Elections	CAD-01-CAD230020574-1	4	October	VC015616	SAMANTHA C EVAN
	3071	Elections	CAD-01-CAD230020575-1	4	October	VC016654	HARRIETTA N ULAK
	3071	Elections	CAD-01-CAD230020576-1	4	October	VC023557	EDWINA J ANDREW
	3071	Elections	CAD-01-CAD230020577-1	4	October	VC024516	SOPHIE L KOZEVNIKOFF
	3071	Elections	CAD-01-CAD230020578-1	4	October	VC026510	THERESA P FITKA
	3071	Elections	CAD-01-CAD230020579-1	4	October	VC026668	AVA VENT
	3071	Elections	CAD-01-CAD230020580-1	4	October	VC026874	AVA VENT
	3071	Elections	CAD-01-CAD230020580-2	5	November	VC026874	HELENA C ANDREW
	3071	Elections	CAD-01-CAD230020581-1	4	October	VC027208	DEBORAH J BOOTH
	3071	Elections	CAD-01-CAD230020583-1	4	October	VC030737	MICHELLE L GREENAMYRE
	3071	Elections	CAD-01-CAD230020585-1	4	October	VC032448	PATRICIA J STANLEY
	3071	Elections	CAD-01-CAD230020586-1	4	October	VC034620	VASILY N EVAN
	3071	Elections	CAD-01-CAD230020588-1	4	October	VC035867	CHRISTINA E PAAVO
	3071	Elections	CAD-01-CAD230020589-1	4	October	VC038375	JUDITH F DANIELS
	3071	Elections	CAD-01-CAD230020590-1	4	October	VC038522	TANYA AGUCHAK
	3071	Elections	CAD-01-CAD230020591-1	4	October	VC038530	NICOLE A OWLETUCK
	3071	Elections	CAD-01-CAD230020592-1	4	October	VC038542	ANDREA K MCCARRICK
	3071	Elections	CAD-01-CAD230020594-1	4	October	VC040764	

AR Details by Accounting Period

	3071	Elections	CAD-01-CAD230020595-1		4	October	VC040796	NELLIE E NICHOLAI
	3071	Elections	CAD-01-CAD230020596-1		4	October	VC040940	HANNAH C WHITE
	3071	Elections	CAD-01-CAD230020597-1		4	October	VC040972	GRACE M MERCULIEF
	3071	Elections	CAD-01-CAD230020598-1		4	October	VC041038	ALEX C EVAN
	3071	Elections	CAD-01-CAD230020599-1		4	October	VC041132	JENNIE C NICKOLI
	3071	Elections	CAD-01-CAD230020600-1		4	October	VC041715	TOM D NICK
	3071	Elections	CAD-01-CAD230020601-1		4	October	VC041995	GEORGIA ATTLA
	3071	Elections	CAD-01-CAD230020602-1		4	October	VC042056	SYLVIA PATSY
	3071	Elections	CAD-01-CAD230020603-1		4	October	VC042099	SABRINA A AUKON
	3071	Elections	CAD-01-CAD230020604-1		4	October	VC042154	DENISE C PETERSON
	3071	Elections	CAD-01-CAD230020605-1		4	October	VC042164	MAXIE A LARSON
	3071	Elections	CAD-01-CAD230020606-1		4	October	VC042184	MICHELLE M TINKER
	3071	Elections	CAD-01-CAD230020607-1		4	October	VC042723	ALMA R MURPHY
	3071	Elections	CAD-01-CAD230020608-1		4	October	VC042725	MAGGIE J STRONGHEART
	3071	Elections	CAD-01-CAD230020609-1		4	October	VC042750	BESSIE M MILLIGROCK- OZENNA
	3071	Elections	CAD-01-CAD230020610-1		4	October	VC042751	LAURYN F GARNIE
	3071	Elections	CAD-01-CAD230020611-1		4	October	VC042752	ANDREA S TINKER
	3071	Elections	CAD-01-CAD230020612-1		4	October	VC042793	SARAFEMA J CHUCKWAK
	3071	Elections	CAD-01-CAD230020613-1		4	October	VC042841	EMUN E SMITH
	3071	Elections	CAD-01-CAD230020614-1		4	October	VC042864	EMIL A LESTENKOF
	3071	Elections	CAD-01-CAD230020615-1		4	October	VC042872	CARLA V AHKVALUK
	3071	Elections	CAD-01-CAD230020616-1		4	October	VC042875	MICHAEL O SIMON
	3071	Elections	CAD-01-CAD230020617-1		4	October	XXX05035	ELSIE S VENT
	3071	Elections	CAD-01-CAD230021115-1		5	November	CSN11046	CLIFFORD SEETOOK
	3071	Elections	CAD-01-CAD230021121-1		5	November	SOX08246	STANLEY OXEREOK
	3071	Elections	CAD-01-CAD230021126-1		5	November	VC042921	ALEC J SAMUELSON
	3071	Elections	CAD-01-CAD230021127-1		5	November	VC042922	SYDNEY R LINCOLN
	3071	Elections	CAD-01-CAD230021128-1		5	November	VC042938	EMILIE I MADSON
	3071	Elections	CAD-01-CAD230021129-1		5	November	VC042982	HENRY N NOATAK
	3071	Elections	CAD-01-CAD230021130-1		5	November	VC042983	EMMA L CHARLIE
	3071	Elections	CAD-01-CAD230021131-1		5	November	VC042984	CASSIDY E HENRY
	3071	Elections	CAD-01-CAD230021132-1		5	November	VC042985	MASON A E FITKA
	3071	Elections	CAD-01-CAD230021133-1		5	November	VC042986	MATTHEW T FREDERICKS
	3071	Elections	CAD-01-CAD230021134-1		5	November	VC042987	TAYLOR B CHARLES
	3071	Elections	CAD-01-CAD230021135-1		5	November	VC042988	ZACKARIAH Y E WASSILIE
	3071	Elections	CAD-01-CAD230021136-1		5	November	VC042990	MALINDA L SIMON
	3071	Elections	CAD-01-CAD230021137-1		5	November	VC042991	CHENILLE A ASHEPAK
	3071	Elections	CAD-01-CAD230021673-1		5	November	VC042747	CHRISTINA JEWEL
	3071	Elections	CAD-01-CAD230021676-1		5	November	VC042874	JOSEPH
	3071	Elections	CAD-01-CAD230022315-1		5	November	VC042957	ROBERTA CLEVELAND
	3071	Elections	CAD-01-CAD230022505-1		5	November	VC042957	JULIA WILLIAMS
	3071	Elections	CAD-01-CAD230022507-1		5	November	VC001803	DAVIDA WALKER
	3071	Elections	CAD-01-CAD230022507-1		5	November	VC043216	NOLA VIENUP
	3071	Elections	CAD-01-CAD230022508-1		5	November	VC043217	BRIANNA DEACON
	3071	Elections	CAD-01-CAD230022963-1		5	November	MAM10238	MARY A MAYFIELD
	3071	Elections	CAD-01-CAD230022979-1		5	November	VC025896	JOSIE R DAYTON
	3071	Elections	CAD-01-CAD230027897-1		5	November	VC026874	AVA VENT
	3071	Elections	CAD-01-CAD230029643-1		6	December	RSW13269	AV A VENT
	3071	Elections	CAD-01-CAD230029652-1		6	December	VC025694	RUBY S WILLIAMS
	3071	Elections	CAD-01-CAD230029659-1		6	December	VC043429	ALFREDA J NAPOKA
	3071	Elections	CAD-01-CAD230029663-1		6	December	VC043821	KECIA C WILLIAMS
	3071	Elections	CAD-01-CAD230031749-1		6	December	VC043821	EMILY M WILLIAMS
	3071	Elections	CAD-01-CAD230031750-1		6	December	CJS12277	CLIFFORD J SMART
	3071	Elections	CAD-01-CAD230031750-1		6	December	LEG13275	LILLIAN E GUMP
	3071	Elections	CAD-01-CAD230031751-1		6	December	LUS06233	LUCY L USUGAN
	3071	Elections	CAD-01-CAD230031974-1		6	December	MAH14271	MARGIE HASTINGS
	3071	Elections	CAD-01-CAD230032178-1		6	December	VC043731	ELENA M ANDREW

AR Details by Accounting Period

3071	Elections	CAD-01-CAD230033990-1	7	January	VC025398	KAREN A PLATT
3071	Elections	CAD-01-CAD230034019-1	7	January	VC034138	NICOLE H PEGUES
3071	Elections	CAD-01-CAD230036285-1	7	January	VC040764	ANDREA K MCCARRICK
3071	Elections	CAD-01-CAD230036977-1	7	January	BAN08190	BELVA ANSAKNOK
3071	Elections	CAD-01-CAD230036995-1	7	January	PSW14280	PAUL S WILLIAMS
3071	Elections	CAD-01-CAD230040485-1	8	February	FRE04285	FRANCES H EUTUK MAT-SU BOROUGH SCHOOL DISTRICT
3071	Elections	CEFT-01-CEF230006456-1	3	September	MBS93166	KENAI PENINSULA SCHOOL DISTRICT CONGREGATION BETH SHOLOM
3071	Elections	CEFT-01-CEF230006472-1	3	September	KPS89068	KENAI PENINSULA SCHOOL DISTRICT CONGREGATION BETH SHOLOM
3071	Elections	CEFT-01-CEF230006980-1	3	September	JGJ04341	CITY OF COFFMAN COVE
3071	Elections	CEFT-01-CEF230010103-1	4	October	CCC90019	CITY OF KALTAG
3071	Elections	CEFT-01-CEF230010104-1	4	October	CIK84197	CITY OF KALTAG
3071	Elections	CEFT-01-CEF230010105-1	4	October	CIK84927	CITY OF KASAAN
3071	Elections	CEFT-01-CEF230010106-1	4	October	CTB84301	CITY OF THORNE BAY
3071	Elections	CEFT-01-CEF230010107-1	4	October	CTB84301	CITY OF THORNE BAY
3071	Elections	CEFT-01-CEF230010108-1	4	October	CTS84272	CITY OF TENAKEE SPRINGS
3071	Elections	CEFT-01-CEF230010122-1	4	October	VC020408	CITY OF WHALE PASS ALASKA
3071	Elections	CEFT-01-CEF230010132-1	4	October	CDJ84475	CITY OF DELTA JUNCTION
3071	Elections	CEFT-01-CEF230010133-1	4	October	CDJ84475	CITY OF DELTA JUNCTION
3071	Elections	CEFT-01-CEF230010140-1	4	October	BKT08137	BRENDA K TALL
3071	Elections	CEFT-01-CEF230010149-1	4	October	VC002290	MONIQUE BAKER
3071	Elections	CEFT-01-CEF230010155-1	4	October	VC020731	FRANCINE L KVAMME
3071	Elections	CEFT-01-CEF230010167-1	4	October	VC035034	PAUL J KAMEROFF
3071	Elections	CEFT-01-CEF230010188-1	4	October	CPA84471	CITY OF PORT ALEXANDER
3071	Elections	CEFT-01-CEF230010191-1	4	October	GIC06160	GRAYLING IRA TRIBAL COUNCIL
3071	Elections	CEFT-01-CEF230010199-1	4	October	HCC84171	CITY OF HOLY CROSS
3071	Elections	CEFT-01-CEF230012068-1	4	October	CIK84197	CITY OF KALTAG
3071	Elections	CEFT-01-CEF230012073-1	4	October	CMC84599	CITY OF MCGRATH
3071	Elections	CEFT-01-CEF230012087-1	4	October	NCC84026	CITY OF NULATO
3071	Elections	CEFT-01-CEF230012091-1	4	October	NVF87275	NATIVE VILLAGE OF FORT YUKON
3071	Elections	CEFT-01-CEF230012101-1	4	October	TOC85266	TOK COMMUNITY LIBRARY ASSOCIATION
3071	Elections	CEFT-01-CEF230012113-1	4	October	CDJ84475	CITY OF DELTA JUNCTION
3071	Elections	CEFT-01-CEF230012114-1	4	October	CIH84852	CITY OF HUSLIA
3071	Elections	CEFT-01-CEF230012115-1	4	October	CIR84225	CITY OF RUBY
3071	Elections	CEFT-01-CEF230013161-1	5	November	CIK94137	CITY OF KOYUKUK
3071	Elections	CGAX-01-230004045-1	2	August	VC038621	JACQUELINE C MORGAN
3071	Elections	CGAX-01-230004240-1	3	September	VC041450	CYNTHIA R BETHUNE
3071	Elections	CGAX-01-230004241-1	3	September	VC041355	CADENCE CECIL
3071	Elections	CGAX-01-230004243-1	3	September	VC034202	CYNTHIA R HUDGINS
3071	Elections	CGAX-01-230004246-1	3	September	VC041457	MEI LI PARR KNIGHTS MUSIC BOOSTERS
3071	Elections	CGAX-01-230004248-1	3	September	KMB14238	KENAI PENINSULA SCHOOL DISTRICT
3071	Elections	CGAX-01-230004252-1	3	September	KPS89068	KENAI PENINSULA SCHOOL DISTRICT AMERICAN LEGION
3071	Elections	CGAX-01-230004254-1	3	September	VC041584	AUXILLARY MATANUSKA VALLEY UNIT 15

AR Details by Accounting Period

3071	Elections	CGAX-01-230004255-1	3	September	VC034026	ROTARY CLUB OF PALMER
3071	Elections	CGAX-01-230004257-1	3	September	MBS93166	MAT-SU BOROUGH SCHOOL DISTRICT
3071	Elections	CGAX-01-230004259-1	3	September	VC034029	GOOD SHEPHERD LUTHERAN CHURCH
3071	Elections	CGAX-01-230004416-1	3	September	JGJ04341	CONGREGATION BETH SHOLOM
3071	Elections	CGAX-01-230004417-1	3	September	RFA13226	RUNNING FREE ALASKA
3071	Elections	CGAX-01-230004418-1	3	September	VC021854	LILLIAN CLEVELAND
3071	Elections	CGAX-01-230004420-1	3	September	VC034456	ALASKA SPEEDSKATING CLUB
3071	Elections	CGAX-01-230004421-1	3	September	VC034217	BRIGHAM YOUNG UNIVERSITY ALUMNI LLC
3071	Elections	CGAX-01-230004886-1	3	September	VC041680	RENAE WALL
3071	Elections	CGAX-01-230004892-1	3	September	VC041453	AI-LIAN L BIDWELL-BLACK
3071	Elections	CGAX-01-230004894-1	3	September	VC042077	JOHN W CROSS
3071	Elections	CGAX-01-230004895-1	3	September	VC041799	SIERRA HUNSAKER
3071	Elections	CGAX-01-230004898-1	3	September	VC041643	BRADLEY ROBEEN
3071	Elections	CGAX-01-230008446-1	5	November	VC042874	ROBERTA CLEVELAND
3071	Elections	CGAX-01-230008460-1	5	November	VC042747	CHRISTINA JEWEL
3071	Elections	CGAX-01-230008598-1	5	November	VC042957	JOSEPH
3071	Elections	CGAX-01-230010218-1	5	November	VC026874	JULIA WILLIAMS
3071	Elections	CGAX-01-230011663-1	6	December	VC043731	AVA VENT
3071	Elections	CGAX-01-230012308-1	7	January	VC025398	ELENA M ANDREW
3071	Elections	CGAX-01-230012309-1	7	January	VC034138	KAREN A PLATT
3071	Elections	CGAX-01-230013114-1	7	January	VC040764	NICOLE H PEGUES
3071	Elections	CGAX-01-230013723-1	7	January	BAN08190	ANDREA K MCCARRICK
3071	Elections	CGAX-01-230013725-1	7	January	PSW14280	BELVA ANSAKNOK
3071	Elections	CGAX-01-230014886-1	8	February	FRE04285	PAUL S WILLIAMS
3071	Elections	CGAX-01-IGE10122213300000001-1	4	October	CCC90019	FRANCES H EUTUK
3071	Elections	CGAX-01-IGE10122213300000002-1	4	October	VC038340	CITY OF COFFMAN COVE
3071	Elections	CGAX-01-IGE10122213300000003-1	4	October	JUA00152	ANGELA M FINLEY
3071	Elections	CGAX-01-IGE10122213300000004-1	4	October	VC041398	JUDY ADAMSON
3071	Elections	CGAX-01-IGE10122213300000005-1	4	October	VC030528	CLARA MILTON
3071	Elections	CGAX-01-IGE10122213300000006-1	4	October	VC042749	RICHELLE N BRENDIBLE
3071	Elections	CGAX-01-IGE10122213300000007-1	4	October	VC020408	KATHERINE HUMPHERVILLE-THOMPSON
3071	Elections	CGAX-01-IGE10122213300000008-1	4	October	CIA84461	CITY OF WHALE PASS ALASKA
3071	Elections	CGAX-01-IGE10122213300000009-1	4	October	BAD02236	CITY OF ANGOON
3071	Elections	CGAX-01-IGE10122213300000010-1	4	October	HAS99233	BARBARA J DENMERT
3071	Elections	CGAX-01-IGE10122213300000011-1	4	October	VC035210	HARRIET SILVA
3071	Elections	CGAX-01-IGE10122213300000012-1	4	October	CIK84927	CAROL A MARTIN
3071	Elections	CGAX-01-IGE10122213300000013-1	4	October	TEW10316	CITY OF KASAAN
3071	Elections	CGAX-01-IGE10122213300000014-1	4	October	VC041806	TERRY L WEST
3071	Elections	CGAX-01-IGE10122213300000015-1	4	October	VC035011	BARBARA A BURKE
3071	Elections	CGAX-01-IGE10122213300000016-1	4	October	VC041807	BEVERLY A BENNETT
3071	Elections	CGAX-01-IGE10122213300000017-1	4	October	CTS84272	JOSHUA W DUNKLEY
3071	Elections	CGAX-01-IGE10122213300000018-1	4	October	VC034138	CITY OF TENAKEE SPRINGS
3071	Elections	CGAX-01-IGE10122213300000019-1	4	October	CYM04222	NICOLE H PEGUES
3071	Elections	CGAX-01-IGE10122213300000020-1	4	October	TEK98316	CYNTHIA L MEYER
3071	Elections	CGAX-01-IGE10122213300000021-1	4	October	VC041740	TERRY A KENNEDY
3071	Elections	CGAX-01-IGE10122213300000022-1	4	October	CTB84301	LAURA L STRONG
3071	Elections	CGAX-01-IGE10122213300000023-1	4	October	VC006999	CITY OF THORNE BAY
3071	Elections	CGAX-01-IGE10122213300000023-1	4	October	VC006999	CYNTHIA H EGELSTON

AR Details by Accounting Period

	1,500.00
	1,500.00
FIVE LOAVES TWO FISH JOY GREISEN JEWISH EDUCATION CENTER	1,500.00
	1,500.00
	389.50
	1,500.00
	1,500.00
	280.00
JOSEPHINE BIDWELL- BLACK	512.50
	380.00
WILDBERRY MEADOWS LLC	100.00
	350.00
	300.00
	100.00
	328.00
	184.50
	240.00
	100.00
	100.00
	512.50
	200.00
	100.00
	292.13
	100.00
	266.50
EJS AUTO RENTAL	389.50
	300.00
	348.50
	820.00
	100.00
	100.00
	317.75
	276.75
	270.00
	100.00
	90.00
	369.00
	266.50
	20.00
	100.00
	290.00
	328.00
	379.25
	260.00
	100.00
	338.25

AR Details by Accounting Period

3071	Elections	CGAX-01-IGE10122213300000024-1	4	October	VC041396	ROBIN J MCRAE
3071	Elections	CGAX-01-IGE10122213300000025-1	4	October	VC041388	RHONDA L HOUCK
3071	Elections	CGAX-01-IGE10122213300000027-1	4	October	VC030624	ROGER K CATES
3071	Elections	CGAX-01-IGE10122213300000028-1	4	October	VER15042	VENESSA RICHTER
3071	Elections	CGAX-01-IGE10122213300000029-1	4	October	VER15042	VENESSA RICHTER
3071	Elections	CGAX-01-IGE10122213300000030-1	4	October	VC019644	Estate of Jack M Mason
3071	Elections	CGAX-01-IGE10122213300000031-1	4	October	VC015117	SHILO A SHERVEY
3071	Elections	CGAX-01-IGE10122213300000032-1	4	October	CTB84301	CITY OF THORNE BAY
3071	Elections	CGAX-01-IGE10122213300000033-1	4	October	VC042635	ABBEY M COOK GUSTAVUS COMMUNITY CENTER
3071	Elections	CGAX-01-IGE10122213300000034-1	4	October	VC015812	BRE S OHLSON
3071	Elections	CGAX-01-IGE10122213300000035-1	4	October	BSO12166	LUZMILA J ZARATE
3071	Elections	CGAX-01-IGE10122213300000036-1	4	October	VC016429	KLUKWAN ANS
3071	Elections	CGAX-01-IGE10122213300000037-1	4	October	KLA12256	CARRIE-ANN V DURR
3071	Elections	CGAX-01-IGE10122213300000038-1	4	October	VC027109	MARY JANE VALENTINE
3071	Elections	CGAX-01-IGE10122213300000039-1	4	October	VC019842	DEANNA L STRONG
3071	Elections	CGAX-01-IGE10122213300000040-1	4	October	DES10148	TATITLEK VILLAGE COUNCIL
3071	Elections	CGAX-01-IGE10122213300000041-1	4	October	TVC85206	KERRY P KOMPKOFF
3071	Elections	CGAX-01-IGE10122213300000042-1	4	October	VC025921	JENNY R VLASOFF
3071	Elections	CGAX-01-IGE10122213300000043-1	4	October	VC020863	VERNADETTE D MACALTAO
3071	Elections	CGAX-01-IGE10122213300000044-1	4	October	VC041814	ALEXANDRA E MATSUMIYA
3071	Elections	CGAX-01-IGE10122213300000045-1	4	October	VC027242	CATRINA A PANTALEON
3071	Elections	CGAX-01-IGE10122213300000046-1	4	October	VC042776	JESSE L WALTZ
3071	Elections	CGAX-01-IGE10122213300000047-1	4	October	VC038387	JESSE J ALK
3071	Elections	CGAX-01-IGE10122213300000048-1	4	October	VC041811	CHARLENE A ARNESON
3071	Elections	CGAX-01-IGE10122213300000049-1	4	October	CAA10244	CITY OF DELTA JUNCTION
3071	Elections	CGAX-01-IGE10122213300000050-1	4	October	CDJ84475	KRISTINA SCHMIDT
3071	Elections	CGAX-01-IGE10122213300000051-1	4	October	KRS15077	MICHAEL R A HOBBS
3071	Elections	CGAX-01-IGE10122213300000052-1	4	October	MIH08158	JAMES L HOBBS
3071	Elections	CGAX-01-IGE10122213300000053-1	4	October	VC007594	REBECCA L JOHNS
3071	Elections	CGAX-01-IGE10122213300000054-1	4	October	VC033836	ROBIN D MORITZ
3071	Elections	CGAX-01-IGE10122213300000055-1	4	October	ROM02228	ANNE M BALKO
3071	Elections	CGAX-01-IGE10122213300000056-1	4	October	AMM14280	CITY OF DELTA JUNCTION
3071	Elections	CGAX-01-IGE10122213300000057-1	4	October	CDJ84475	GINGER C BROWN
3071	Elections	CGAX-01-IGE10122213300000058-1	4	October	VC016830	DONALD FRAZIER
3071	Elections	CGAX-01-IGE10122213300000059-1	4	October	VC017410	GAY A BOWLEY
3071	Elections	CGAX-01-IGE10122213300000060-1	4	October	GYB07255	CAROL A DUNLAP-AUSTIN
3071	Elections	CGAX-01-IGE10122213300000061-1	4	October	CDA07255	LINDA M SPEARS
3071	Elections	CGAX-01-IGE10122213300000062-1	4	October	VC042780	ROBERT P GEISE
3071	Elections	CGAX-01-IGE10122213300000063-1	4	October	VC027800	RACHEL P HOLBROOK
3071	Elections	CGAX-01-IGE10122213300000064-1	4	October	VC034743	W ANN GEISE
3071	Elections	CGAX-01-IGE10122213300000065-1	4	October	ANG02183	DEBORAH S BYAM
3071	Elections	CGAX-01-IGE10122213300000066-1	4	October	DSB12172	CITY OF KALTAG
3071	Elections	CGAX-01-IGE10122213300000067-1	4	October	CIK84197	CORA M MADROS
3071	Elections	CGAX-01-IGE10122213300000068-1	4	October	VC001800	WESLEY S ALEXIE
3071	Elections	CGAX-01-IGE10122213300000069-1	4	October	VC042781	LIZZIE E ALEXIE
3071	Elections	CGAX-01-IGE10122213300000070-1	4	October	LEA06240	JASMINE S KRITZ
3071	Elections	CGAX-01-IGE10122213300000071-1	4	October	VC040938	JULIE A ILUTSIK
3071	Elections	CGAX-01-IGE10122213300000072-1	4	October	JUI09268	KRYSTLE D PENITANI
3071	Elections	CGAX-01-IGE10122213300000073-1	4	October	VC015548	BETH CARROLL
3071	Elections	CGAX-01-IGE10122213300000074-1	4	October	VC023408	STEVEN J CARROLL
3071	Elections	CGAX-01-IGE10122213300000075-1	4	October	VC042129	BARBARA S THIEME
3071	Elections	CGAX-01-IGE10122213300000076-1	4	October	VC041267	TOLLIVER

AR Details by Accounting Period

	270.00
	276.75
	100.00
	100.00
	100.00
Wooden Wheel Cove	
Trading Post	100.00
	100.00
	100.00
	338.25
	100.00
	358.75
	123.00
	100.00
	40.00
	287.00
	287.00
	100.00
	287.00
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	180.00
	130.00
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	40.00
	90.00
	379.25
	90.00
	100.00
	266.50
	260.00
	287.00
	307.50
	266.50
	80.00
	280.00
	100.00
	307.50

AR Details by Accounting Period

3071	Elections	CGAX-01-IGE10122213300000077-1	4	October	JKP14301	JULIE K PLUMMER
3071	Elections	CGAX-01-IGE10122213300000078-1	4	October	LJL12147	LAYTON J LOCKETT
3071	Elections	CGAX-01-IGE10122213300000079-1	4	October	AEM12242	ASHLEY E MORGAN
3071	Elections	CGAX-01-IGE10122213300000080-1	4	October	VC015573	OLGA PETERSON
3071	Elections	CGAX-01-IGE10122213300000081-1	4	October	VC020731	FRANCINE L KVAMME
3071	Elections	CGAX-01-IGE10122213300000082-1	4	October	VC038513	NORA L KELILA KAYLA C WASSILY WALKER
3071	Elections	CGAX-01-IGE10122213300000083-1	4	October	VC015556	WALKER
3071	Elections	CGAX-01-IGE10122213300000084-1	4	October	SLC12165	SHARON L CLARK
3071	Elections	CGAX-01-IGE10122213300000085-1	4	October	AMP14313	AMANDA S PHILLIPS
3071	Elections	CGAX-01-IGE10122213300000086-1	4	October	MEP13275	MALFA E PHILLIPS
3071	Elections	CGAX-01-IGE10122213300000087-1	4	October	VC035687	KAZIAH A SAKAR
3071	Elections	CGAX-01-IGE10122213300000088-1	4	October	VC016243	BRIANNA R NELSON
3071	Elections	CGAX-01-IGE10122213300000089-1	4	October	VC030770	CHARLENE C LARSON
3071	Elections	CGAX-01-IGE10122213300000090-1	4	October	VC017368	HENRY J ALAKAYUK JR
3071	Elections	CGAX-01-IGE10122213300000091-1	4	October	VC026504	BERNETTA M MOCHIN
3071	Elections	CGAX-01-IGE10122213300000092-1	4	October	VC021426	STELLA N PAUK
3071	Elections	CGAX-01-IGE10122213300000093-1	4	October	VC034537	MOLLIE A MOCHIN
3071	Elections	CGAX-01-IGE10122213300000094-1	4	October	VC040932	JOLIN R APOKEDAK
3071	Elections	CGAX-01-IGE10122213300000095-1	4	October	VC034697	SIMEON B YUKALUK
3071	Elections	CGAX-01-IGE10122213300000096-1	4	October	VC042756	AUBREY M WEGELEBEN
3071	Elections	CGAX-01-IGE10122213300000097-1	4	October	PAM88225	PHYLLIS A SWETZOF
3071	Elections	CGAX-01-IGE10122213300000098-1	4	October	VC002290	MONIQUE BAKER
3071	Elections	CGAX-01-IGE10122213300000099-1	4	October	VC042771	HELENA O KAPOTAK
3071	Elections	CGAX-01-IGE10122213300000100-1	4	October	VC021614	SHAROL A GOSUK
3071	Elections	CGAX-01-IGE10122213300000101-1	4	October	DMG13261	DESIREE M GREEN
3071	Elections	CGAX-01-IGE10122213300000102-1	4	October	SAW10148	SALLY J WILLIAMS
3071	Elections	CGAX-01-IGE10122213300000103-1	4	October	AEM12242	ASHLEY E MORGAN
3071	Elections	CGAX-01-IGE10122213300000104-1	4	October	SAG97288	SARAH M GOLODOFF
3071	Elections	CGAX-01-IGE10122213300000105-1	4	October	PAL85221	LILLIAN A PAVILLA
3071	Elections	CGAX-01-IGE10122213300000106-1	4	October	VC017714	ELIZA F NICHOLAI
3071	Elections	CGAX-01-IGE10122213300000107-1	4	October	VC021649	LEANNA K ISAAC
3071	Elections	CGAX-01-IGE10122213300000108-1	4	October	VC026670	JONATHAN D LIBERTY
3071	Elections	CGAX-01-IGE10122213300000109-1	4	October	MAB08247	MOLLY A SAMUELSON
3071	Elections	CGAX-01-IGE10122213300000110-1	4	October	CFP14307	CARMEN F PITKA
3071	Elections	CGAX-01-IGE10122213300000111-1	4	October	JOS04166	JOHN R SARGENT
3071	Elections	CGAX-01-IGE10122213300000112-1	4	October	VC035482	EMMA REICHARD-FINGER
3071	Elections	CGAX-01-IGE10122213300000113-1	4	October	VC016074	KATHY S HANSON
3071	Elections	CGAX-01-IGE10122213300000114-1	4	October	VC042785	MARYBETH R WHALEN
3071	Elections	CGAX-01-IGE10122213300000115-1	4	October	VC001738	MINNIE E FRITTS
3071	Elections	CGAX-01-IGE10122213300000116-1	4	October	VC007486	SAMUEL BERLIN
3071	Elections	CGAX-01-IGE10122213300000117-1	4	October	IRV14147	IRENE VENES
3071	Elections	CGAX-01-IGE10122213300000118-1	4	October	JJC06247	JUSTINA J CHOLOK
3071	Elections	CGAX-01-IGE10122213300000119-1	4	October	LUS06233	LUCY L USUGAN
3071	Elections	CGAX-01-IGE10122213300000120-1	4	October	VC040884	ROSALIE L GUY
3071	Elections	CGAX-01-IGE10122213300000121-1	4	October	VC042720	MEGAN K AGNELLAN
3071	Elections	CGAX-01-IGE10122213300000122-1	4	October	VC041957	RAEANNE L A LARSON
3071	Elections	CGAX-01-IGE10122213300000123-1	4	October	VC015615	LUCY A ANDREW
3071	Elections	CGAX-01-IGE10122213300000124-1	4	October	VC001778	BERNICE M ANDREW
3071	Elections	CGAX-01-IGE10122213300000125-1	4	October	JKB11285	JANET K BEANS
3071	Elections	CGAX-01-IGE10122213300000126-1	4	October	EUA95352	EUSEBIA AUGLINE
3071	Elections	CGAX-01-IGE10122213300000127-1	4	October	MRA12143	MARIA AUGLINE
3071	Elections	CGAX-01-IGE10122213300000128-1	4	October	ALO08318	ALBERTA J OLANNA
3071	Elections	CGAX-01-IGE10122213300000129-1	4	October	JLS12242	JOHNEE L SEETOT
3071	Elections	CGAX-01-IGE10122213300000130-1	4	October	SKH07092	SARAH K HENRY
3071	Elections	CGAX-01-IGE10122213300000131-1	4	October	VC041583	JONATHAN K WEYANNA
3071	Elections	CGAX-01-IGE10122213300000132-1	4	October	HAO98240	HANNAH OLANNA
3071	Elections	CGAX-01-IGE10122213300000133-1	4	October	MAK96225	MARTHA E KELLY
3071	Elections	CGAX-01-IGE10122213300000134-1	4	October	VC035034	PAUL J KAMEROFF
3071	Elections	CGAX-01-IGE10122213300000135-1	4	October	VC016438	RANDALL C WILLOYA

AR Details by Accounting Period

	30.00
	276.75
	389.50
	300.00
	300.00
	307.50
	92.25
	246.00
	246.00
	246.00
	240.00
	307.50
	307.50
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	471.50
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	348.50
	225.50
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	266.50
	328.00
	300.00
	300.00
	410.00
	389.50
	100.00
	100.00
	389.50
	389.50
	317.75
	260.00
	260.00
	260.00
	260.00
	348.50
	307.50
	40.00
	280.00
	270.00
	270.00
	389.50
	430.50
	328.00
	307.50
	20.00
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	461.25
	287.00
	287.00
	280.00
	260.00
	287.00
	174.25
	260.00
	260.00
	410.00
	410.00
	246.00

AR Details by Accounting Period

3071	Elections	CGAX-01-IGE10122213300000136-1	4	October	VC042791	GAVIN J DEXTER
3071	Elections	CGAX-01-IGE10122213300000137-1	4	October	VC042757	AIDEN H SMITH
3071	Elections	CGAX-01-IGE10122213300000138-1	4	October	LEG13275	LILLIAN E GUMP
3071	Elections	CGAX-01-IGE10122213300000139-1	4	October	VC017124	GEORGE B SMART
3071	Elections	CGAX-01-IGE10122213300000140-1	4	October	BKT08137	BRENDA K TALL
3071	Elections	CGAX-01-IGE10122213300000141-1	4	October	RJB06296	ROY JOSEPH BELL
3071	Elections	CGAX-01-IGE10122213300000142-1	4	October	VC030717	LILLY F ODINZOFF
3071	Elections	CGAX-01-IGE10122213300000143-1	4	October	VC042758	DESIREE M TEELUK
3071	Elections	CGAX-01-IGE10122213300000144-1	4	October	VC026673	MINNIE S YUNAK
3071	Elections	CGAX-01-IGE10122213300000145-1	4	October	LAN01275	LAURA J NASSUK
3071	Elections	CGAX-01-IGE10122213300000146-1	4	October	DDK14238	DARRELL D KIMOKTOAK
3071	Elections	CGAX-01-IGE10122213300000147-1	4	October	VIK99279	VIOLA KIMOKTOAK
3071	Elections	CGAX-01-IGE10122213300000148-1	4	October	VC041719	BRIAN R DOUGLAS
3071	Elections	CGAX-01-IGE10122213300000149-1	4	October	CJS12277	CLIFFORD J SMART
3071	Elections	CGAX-01-IGE10122213300000150-1	4	October	CLA99224	CLARA B AMOS
3071	Elections	CGAX-01-IGE10122213300000151-1	4	October	VC015642	LEONA H BERGMAN
3071	Elections	CGAX-01-IGE10122213300000152-1	4	October	VC042759	CASSIE L AMOS
3071	Elections	CGAX-01-IGE10122213300000153-1	4	October	VC015647	MITCHELL A MAKAILY
3071	Elections	CGAX-01-IGE10122213300000154-1	4	October	SUM90192	SUSIE V MAKAILY
3071	Elections	CGAX-01-IGE10122213300000155-1	4	October	VC042760	MONICA M BORROMEO
3071	Elections	CGAX-01-IGE10122213300000156-1	4	October	KRE06247	KAREN EDWARDS
3071	Elections	CGAX-01-IGE10122213300000157-1	4	October	BAB12249	BETSY A L BEKOALOK
3071	Elections	CGAX-01-IGE10122213300000158-1	4	October	HAT85302	HANNAH A TAKAK
3071	Elections	CGAX-01-IGE10122213300000159-1	4	October	IMJ13275	ISABELLE M JACKSON
3071	Elections	CGAX-01-IGE10122213300000160-1	4	October	VC041913	PAMELA J SOOKIAYAK
3071	Elections	CGAX-01-IGE10122213300000161-1	4	October	VC034646	RAE K OLANNA
3071	Elections	CGAX-01-IGE10122213300000162-1	4	October	FRE04285	FRANCES H EUTUK
3071	Elections	CGAX-01-IGE10122213300000162-2	8	February	FRE04285	FRANCES H EUTUK
3071	Elections	CGAX-01-IGE10122213300000163-1	4	October	VC035696	ESAU K WEYIOUNNA
3071	Elections	CGAX-01-IGE10122213300000164-1	4	October	VC042716	MAGGIE F SARREN
3071	Elections	CGAX-01-IGE10122213300000165-1	4	October	VC042255	KRISTEN A MASHIANA
3071	Elections	CGAX-01-IGE10122213300000166-1	4	October	VC042715	MELANIE L SAGOONICK
						CHARALEIGH
3071	Elections	CGAX-01-IGE10122213300000167-1	4	October	VC015676	BLATCHFORD
3071	Elections	CGAX-01-IGE10122213300000168-1	4	October	VC001770	JIMMY R BROWN
3071	Elections	CGAX-01-IGE10122213300000169-1	4	October	COL05278	COLIN C LINCOLN SR
3071	Elections	CGAX-01-IGE10122213300000170-1	4	October	VC025799	MARK S BUCK
3071	Elections	CGAX-01-IGE10122213300000171-1	4	October	VC040806	BRENDAN HUNT
3071	Elections	CGAX-01-IGE10122213300000172-1	4	October	VC034655	KELLY M OTTON
						CITY OF PORT
3071	Elections	CGAX-01-IGE10142213300000001-1	4	October	CPA84471	ALEXANDER
3071	Elections	CGAX-01-IGE10142213300000002-1	4	October	VC042636	JAMIE E CORDOVA
3071	Elections	CGAX-01-IGE10142213300000003-1	4	October	PNY14322	PAUL N YOUNG
3071	Elections	CGAX-01-IGE10142213300000004-1	4	October	VC025548	SHANNA D SMITH
						GRAYLING IRA TRIBAL
3071	Elections	CGAX-01-IGE10142213300000005-1	4	October	GIC06160	COUNCIL
3071	Elections	CGAX-01-IGE10142213300000006-1	4	October	VC007592	MARISSA J DEACON
						ELEANOR J DEACON-
3071	Elections	CGAX-01-IGE10142213300000007-1	4	October	EDP12255	PAINTER
3071	Elections	CGAX-01-IGE10142213300000008-1	4	October	HCC84171	CITY OF HOLY CROSS
3071	Elections	CGAX-01-IGE10142213300000009-1	4	October	VC035711	THERESA M
						DEMIENTIEFF
						TOCHAK HISTORICAL
3071	Elections	CGAX-01-IGE10142213300000010-1	4	October	VC000886	SOCIETY
3071	Elections	CGAX-01-IGE10142213300000011-1	4	October	CAW08288	CANDACE WARUCH
3071	Elections	CGAX-01-IGE10142213300000012-1	4	October	VC034615	HAYLEY E BATT
						MICHELLE L
3071	Elections	CGAX-01-IGE10142213300000013-1	4	October	VC032448	GREENAMYRE
3071	Elections	CGAX-01-IGE10142213300000014-1	4	October	LAG10183	LARAE A GRAY
3071	Elections	CGAX-01-IGE10142213300000015-1	4	October	VC025821	MEAGAN K FUNK

AR Details by Accounting Period

	220.00
	220.00
	210.00
	266.50
	297.25
	229.00
	317.75
	310.00
	317.75
	379.25
	250.00
	250.00
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	328.00
	307.50
	300.00
	100.00
	100.00
	100.00
	256.25
	297.25
	281.88
GRAYLING IRA	100.00
	266.50
	266.50
HOLY CROSS CITY COUNCIL	100.00
	307.50
	100.00
	246.00
	112.75
	90.00
	160.00
	110.00

AR Details by Accounting Period

3071	Elections	CGAX-01-IGE10192213300000001-1	4	October	CIA84057	CITY OF ANVIK
3071	Elections	CGAX-01-IGE10192213300000002-1	4	October	VC001805	ANGELA M YOUNG
3071	Elections	CGAX-01-IGE10192213300000003-1	4	October	VC030737	DEBORAH J BOOTH
3071	Elections	CGAX-01-IGE10192213300000004-1	4	October	VC000491	KYLE J BEETUS
3071	Elections	CGAX-01-IGE10192213300000005-1	4	October	NCC84026	CITY OF NULATO
3071	Elections	CGAX-01-IGE10192213300000006-1	4	October	VC041995	GEORGIA ATTLA
3071	Elections	CGAX-01-IGE10192213300000007-1	4	October	VC041132	JENNIE C NICKOLI
3071	Elections	CGAX-01-IGE10192213300000008-1	4	October	ANP04168	ANGELA R PATSY
3071	Elections	CGAX-01-IGE10192213300000009-1	4	October	VC042056	SYLVIA PATSY
3071	Elections	CGAX-01-IGE10192213300000010-1	4	October	HAN13275	HELEN A NELSON
3071	Elections	CGAX-01-IGE10192213300000012-1	4	October	VC040972	GRACE M MERCULIEF
3071	Elections	CGAX-01-IGE10192213300000013-1	4	October	CRT13282	CHERYLYN R TINKER
3071	Elections	CGAX-01-IGE10192213300000014-1	4	October	VC042184	MICHELLE M TINKER
3071	Elections	CGAX-01-IGE10192213300000015-1	4	October	MAL99260	MARY O LARSON
3071	Elections	CGAX-01-IGE10192213300000016-1	4	October	VC042164	MAXIE A LARSON
3071	Elections	CGAX-01-IGE10192213300000017-1	4	October	VC040796	NELLIE E NICHOLAI
3071	Elections	CGAX-01-IGE10192213300000018-1	4	October	VC024516	EDWINA J ANDREW
3071	Elections	CGAX-01-IGE10192213300000019-1	4	October	VC041715	TOM D NICK
3071	Elections	CGAX-01-IGE10192213300000020-1	4	October	VC015616	ELENA K LEWIS
3071	Elections	CGAX-01-IGE10192213300000021-1	4	October	MAP06149	MARGARET C PAVILA
3071	Elections	CGAX-01-IGE10192213300000022-1	4	October	VC042099	SABRINA A AUKON
3071	Elections	CGAX-01-IGE10192213300000023-1	4	October	VC038522	JUDITH F DANIELS
3071	Elections	CGAX-01-IGE10192213300000024-1	4	October	VC038542	NICOLE A OWLETUCK
3071	Elections	CGAX-01-IGE10192213300000025-1	4	October	VC026668	THERESA P FITKA
3071	Elections	CGAX-01-IGE10192213300000026-1	4	October	FSE15041	FABIAN SERGIE
						ALEXANDRA
3071	Elections	CGAX-01-IGE10192213300000027-1	4	October	ALK08281	KOZEVNIKOFF
3071	Elections	CGAX-01-IGE10192213300000028-1	4	October	VC026510	SOPHIE L KOZEVNIKOFF
3071	Elections	CGAX-01-IGE10192213300000029-1	4	October	VC042752	ANDREA S TINKER
3071	Elections	CGAX-01-IGE10192213300000030-1	4	October	VC023557	HARRIETTA N ULAK
3071	Elections	CGAX-01-IGE10192213300000031-1	4	October	REB14307	ROBERTA E BELL
3071	Elections	CGAX-01-IGE10192213300000032-1	4	October	VC038530	TANYA AGUCHAK
3071	Elections	CGAX-01-IGE10192213300000033-1	4	October	JHU14273	JESSICA C HUNTER
3071	Elections	CGAX-01-IGE10192213300000034-1	4	October	VC003592	HEATHER ULAK
3071	Elections	CGAX-01-IGE10252213300000001-1	4	October	VC038375	CHRISTINA E PAAVO
3071	Elections	CGAX-01-IGE10252213300000002-1	4	October	VC042841	EMUN E SMITH
3071	Elections	CGAX-01-IGE10252213300000003-1	4	October	VC042793	SARAFEMA J CHUCKWAK
						NATIVE VILLAGE OF FORT
3071	Elections	CGAX-01-IGE10252213300000004-1	4	October	NVF87275	YUKON
3071	Elections	CGAX-01-IGE10252213300000005-1	4	October	VC034620	PATRICIA J STANLEY
3071	Elections	CGAX-01-IGE10252213300000006-1	4	October	VC042875	MICHAEL O SIMON
3071	Elections	CGAX-01-IGE10252213300000008-1	4	October	VC026874	AVA VENT
3071	Elections	CGAX-01-IGE10252213300000008-2	5	November	VC026874	AVA VENT
3071	Elections	CGAX-01-IGE10252213300000009-1	4	October	VC042154	DENISE C PETERSON
3071	Elections	CGAX-01-IGE10252213300000010-1	4	October	VC042864	EMIL A LESTENKOF
3071	Elections	CGAX-01-IGE10252213300000011-1	4	October	VC035867	VASILY N EVAN
3071	Elections	CGAX-01-IGE10252213300000012-1	4	October	VC041038	ALEX C EVAN
3071	Elections	CGAX-01-IGE10252213300000013-1	4	October	MAP02154	MARY I PETER
3071	Elections	CGAX-01-IGE10252213300000014-1	4	October	IRP14313	IRA L PETER
3071	Elections	CGAX-01-IGE10252213300000015-1	4	October	JUA03272	JULIA B ANDREW
3071	Elections	CGAX-01-IGE10252213300000016-1	4	October	VC027208	HELENA C ANDREW
3071	Elections	CGAX-01-IGE10252213300000017-1	4	October	VC016654	SAMANTHA C EVAN
3071	Elections	CGAX-01-IGE10252213300000018-1	4	October	VC040940	HANNAH C WHITE
3071	Elections	CGAX-01-IGE10252213300000019-1	4	October	VC042872	CARLA V AHKVALUK
3071	Elections	CGAX-01-IGE10252213300000020-1	4	October	FRO09177	FRANCES A OZENNA
3071	Elections	CGAX-01-IGE10252213300000021-1	4	October	VC042723	ALMA R MURPHY
3071	Elections	CGAX-01-IGE10252213300000022-1	4	October	VC042725	MAGGIE J STRONGHEART

AR Details by Accounting Period

	100.00
	266.50
	287.00
	41.00
	100.00
	280.00
	280.00
	82.00
	287.00
	300.00
	307.50
	266.50
	225.50
	61.50
	287.00
	180.00
	266.50
	266.50
	276.75
	379.25
	143.50
	410.00
	180.00
	225.50
	266.50
	348.50
	328.00
	140.00
	451.00
	440.00
	440.00
	240.00
	240.00
	307.50
	40.00
	300.00
GWICHYAA ZHEE	
GWICHIN TRIBAL	
GOVERNMENT	100.00
	266.50
	300.00
	184.50
	-184.50
	246.00
	280.00
	287.00
	287.00
	112.75
	235.75
	410.00
	240.00
	246.00
	250.00
	276.75
	235.75
	256.25
	256.25

AR Details by Accounting Period

	3071	Elections	CGAX-01-IGE10252213300000023-1	4	October	VC042750	BESSIE M MILLIGROCK-OZENNA
	3071	Elections	CGAX-01-IGE10252213300000024-1	4	October	VC042751	LAURYN F GARNIE
	3071	Elections	CGAX-01-IGE10252213300000025-1	4	October	VC001765	DAISY A KOMOK
	3071	Elections	CGAX-01-IGE10252213300000026-1	4	October	CJO14217	CAROLYN J OQUILLUK
	3071	Elections	CGAX-01-IGE10252213300000027-1	4	October	CIB86148	CITY OF BETTLES
	3071	Elections	CGAX-01-IGE10252213300000028-1	4	October	HTP11250	HAZEL T PAGKALINAWAN CITY OF DELTA JUNCTION
	3071	Elections	CGAX-01-IGE10252213300000029-1	4	October	CDJ84475	ANDREA K MCCARRICK
	3071	Elections	CGAX-01-IGE10252213300000030-1	4	October	VC040764	CITY OF GRAYLING
	3071	Elections	CGAX-01-IGE10252213300000031-1	4	October	CIG84200	CITY OF HUSLIA
	3071	Elections	CGAX-01-IGE10252213300000032-1	4	October	CIH84852	ELSIE S VENT
	3071	Elections	CGAX-01-IGE10252213300000033-1	4	October	XXX05035	CITY OF KALTAG
	3071	Elections	CGAX-01-IGE10252213300000034-1	4	October	CIK84197	
	3071	Elections	CGAX-01-IGE10252213300000035-1	4	October	JAN03238	JACQUELINE D NICHOLAS
	3071	Elections	CGAX-01-IGE10252213300000036-1	4	October	CMC84599	CITY OF MCGRATH MICHELLE L GREENAMYRE
	3071	Elections	CGAX-01-IGE10252213300000037-1	4	October	VC032448	CITY OF RUBY
	3071	Elections	CGAX-01-IGE10252213300000038-1	4	October	CIR84225	JENNIE A HOPSON
	3071	Elections	CGAX-01-IGE10252213300000039-1	4	October	JEP10183	TOK COMMUNITY LIBRARY ASSOCIATION
	3071	Elections	CGAX-01-IGE10252213300000040-1	4	October	TOC85266	KATHY MORGAN
	3071	Elections	CGAX-01-IGE10252213300000041-1	4	October	KAM01096	MASON A E FITKA
	3071	Elections	CGAX-01-IGE11012213300000001-1	5	November	VC042985	CHENILLE A ASHEPAK
	3071	Elections	CGAX-01-IGE11012213300000002-1	5	November	VC042991	TAYLOR B CHARLES
	3071	Elections	CGAX-01-IGE11012213300000003-1	5	November	VC042987	EMMA L CHARLIE
	3071	Elections	CGAX-01-IGE11012213300000004-1	5	November	VC042983	
	3071	Elections	CGAX-01-IGE11012213300000005-1	5	November	VC042986	MATTHEW T FREDERICKS
	3071	Elections	CGAX-01-IGE11012213300000006-1	5	November	VC042984	CASSIDY E HENRY
	3071	Elections	CGAX-01-IGE11012213300000007-1	5	November	VC042922	SYDNEY R LINCOLN
	3071	Elections	CGAX-01-IGE11012213300000008-1	5	November	VC042938	EMILIE I MADSON
	3071	Elections	CGAX-01-IGE11012213300000009-1	5	November	VC042982	HENRY N NOATAK
	3071	Elections	CGAX-01-IGE11012213300000010-1	5	November	VC042921	ALEC J SAMUELSON
	3071	Elections	CGAX-01-IGE11012213300000011-1	5	November	VC042990	MALINDA L SIMON
	3071	Elections	CGAX-01-IGE11012213300000012-1	5	November	VC042988	ZACKARIAH Y E WASSILIE
	3071	Elections	CGAX-01-IGE11012213300000013-1	5	November	SOX08246	STANLEY OXEREOK
	3071	Elections	CGAX-01-IGE11012213300000014-1	5	November	CSN11046	CLIFFORD SEETOOK
	3071	Elections	CGAX-01-IGE11072213300000001-1	5	November	VC043217	BRIANNA DEACON
	3071	Elections	CGAX-01-IGE11072213300000002-1	5	November	VC001803	DAVIDA WALKER
	3071	Elections	CGAX-01-IGE11072213300000003-1	5	November	VC043216	NOLA VIENUP
	3071	Elections	CGAX-01-IGE11102213300000001-1	5	November	CIK94137	CITY OF KOYUKUK
	3071	Elections	CGAX-01-IGE11102213300000002-1	5	November	VC025896	JOSIE R DAYTON
	3071	Elections	CGAX-01-IGE11102213300000003-1	5	November	MAM10238	MARY A MAYFIELD
	3071	Elections	CGAX-01-IGE12142213300000001-1	6	December	VC025694	ALFREDA J NAPOKA
	3071	Elections	CGAX-01-IGE12142213300000002-1	6	December	VC043821	EMILY M WILLIAMS
	3071	Elections	CGAX-01-IGE12142213300000003-1	6	December	VC043429	KECIA C WILLIAMS
	3071	Elections	CGAX-01-IGE12142213300000004-1	6	December	RSW13269	RUBY S WILLIAMS
	3071	Elections	CGAX-01-IGE12272213300000001-1	6	December	LUS06233	LUCY L USUGAN
	3071	Elections	CGAX-01-IGE12272213300000002-1	6	December	LEG13275	LILLIAN E GUMP
	3071	Elections	CGAX-01-IGE12272213300000003-1	6	December	CJS12277	CLIFFORD J SMART
	3071	Elections	CGAX-01-IGE12282213300000001-1	6	December	MAH14271	MARGIE HASTINGS
	3071	Elections	CH8-01-230005847-1	3	September		
	3071	Elections	CH8-01-230005847-2	4	October		
	3084	Inter-Agency Building Maintenance	IPO-01-230000537-1	4	October	25DOTINT	Transportation & Public Facilities
	3085	Inter-Agency Mail	ITA-01-230002247-1	5	November	02DOAINT	Administration
	3088	Inter-Agency Legal	ITA-01-230002256-1	7	January	03LAWINT	Law
	3091	Inter-Agency Financial	ITA-01-230002247-1	5	November	02DOAINT	Administration

AR Details by Accounting Period

	220.00
	140.00
	266.50
	184.50
	100.00
	100.00
	100.00
	100.00
	100.00
	100.00
	100.00
	100.00
	100.00
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	20.00
	20.00
	20.00
	20.00
	20.00
	20.00
	348.50
	348.50
	260.00
	266.50
	260.00
	100.00
	307.50
	328.00
	317.75
	240.00
	200.00
	61.50
	80.00
	200.00
	100.00
	160.00
	379,964.70
	0.00
Transportation & Public Facilities	0.00
Administration	7,319.93
Law	1,390.00
Administration	2,725.17

AR Details by Accounting Period

	3106	Inter-Agency OIT Server Hosting & Storage	ITA-01-230000802-1	1	July	02DOAINT	Administration
	3108	Inter-Agency OIT Licenses	IPO-01-230000587-1	4	October	02DOAINT	Administration
			BGE70-01-OE23-01-G180-G185-1	1	July		
3000							

AR Details by Accounting Period

Administration	14,400.00
Administration	0.00
	0.00
	827,160.20

From: Montemayor, Tiffany (GOV)
Sent: Tuesday, March 14, 2023 1:54 PM AKDT
To: Beecher, Carol L (GOV)
Subject: RE: Media Inquiry-The Federalist

You got it.

Tiffany Montemayor
Public Relations Manager, Division of Elections
Office of the Lieutenant Governor
907.465.4611



From: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Sent: Tuesday, March 14, 2023 1:54 PM
To: Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>
Subject: RE: Media Inquiry-The Federalist

That works. Would you mind sending the response to Shannon Mason and working with her in responding to Mr. Fleetwood?

Thank you for your help!
cb

From: Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>
Sent: Tuesday, March 14, 2023 1:53 PM
To: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Subject: RE: Media Inquiry-The Federalist

Carol,
I think your response is solid and is what we've been saying to other media outlets. Best to be consistent and concise with this topic. I do think we should reply.

-Tiff

Tiffany Montemayor
Public Relations Manager, Division of Elections
Office of the Lieutenant Governor
907.465.4611



From: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Sent: Tuesday, March 14, 2023 1:27 PM
To: Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>
Subject: FW: Media Inquiry-The Federalist

Hi Tiffany –

See below – let’s discuss

Below is a media request from the Federalist. David Becker announced today that he is withdrawing his name from consideration of the non-voting member seat in ERIC. The vote on Friday will determine two primary things: 1. whether any non-voting members will be allowed in ERIC. From what I have heard, most states plan to vote to remove this seat as a measure to ensure that all members are states and have in common the responsibility to represent the needs of their specific states. 2. the al-a-carte option – which also has majority support. This will allow states to use the services that provide value to them.

The vote this Friday will determine the direction of ERIC – if the bylaws are not changed, I believe many states including Ohio, Texas, and Iowa, will likely drop out and ERIC will potentially end up folding.

Let’s chat about a potential response.

Hello Shawn,

Thank you for your inquiry. Alaska is reviewing its membership in ERIC and has not decided on whether to continue. List maintenance is an essential process to ensure our voter list is as accurate and current as possible and ERIC is one of the tools that Alaska uses to assist in this process.

Thanks,
cb

From: Shawn Fleetwood <fleetwood@thefederalist.com>
Sent: Tuesday, March 14, 2023 7:38 AM
To: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Subject: Media Inquiry-The Federalist

You don't often get email from fleetwood@thefederalist.com. [Learn why this is important](#)

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Hello Sec. Beecher,

My name is Shawn Fleetwood and I'm a staff writer with The Federalist and have an inquiry I was hoping you could respond to. Recently, the secretaries of state of Missouri, Florida, and West Virginia [announced](#) they would be leaving the Electronic Registration Information Center (ERIC), an interstate alliance controlled by Democrat operatives that encourages partisan outreach efforts under the guise of simple voter roll maintenance. Some of the [reasons](#) for these departures include allegations that ERIC refused to "require member states to participate in addressing multi-state voter fraud" and unnecessarily restricting how states utilize data reports.

If you or someone from your office could respond to the following questions by 6 pm AKDT today, Tuesday, March 14, I would greatly appreciate it.

-Is Alaska reconsidering its relationship with ERIC? Why or why not?

-Do you share any of the issues raised by states like Missouri, Florida, and West Virginia? Why or why not?

-Do you have concerns about ERIC's ties with David Becker, a notable left-wing activist who now runs the Center for Election Innovation and Research? Why or why not?

From,
Shawn Fleetwood

From: Beecher, Carol L (GOV)
Sent: Tuesday, March 14, 2023 4:10 PM AKDT
To: Montemayor, Tiffany (GOV)
Subject: RE: Media Inquiry-The Federalist

Hi Tiffany –

Yes, please.
cb

From: Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>
Sent: Tuesday, March 14, 2023 2:08 PM
To: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Subject: RE: Media Inquiry-The Federalist

Shannon said it looked great. Would like me to respond to Mr. Fleetwood?

Tiffany Montemayor
Public Relations Manager, Division of Elections
Office of the Lieutenant Governor
907.465.4611



From: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
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To: Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>
Subject: RE: Media Inquiry-The Federalist

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Subject: RE: Media Inquiry-The Federalist

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Tiffany Montemayor
Public Relations Manager, Division of Elections
Office of the Lieutenant Governor
907.465.4611



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Sent: Tuesday, March 14, 2023 1:27 PM
To: Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>
Subject: FW: Media Inquiry-The Federalist

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See below – let's discuss

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Thanks,
cb

From: Shawn Fleetwood <fleetwood@thefederalist.com>

Sent: Tuesday, March 14, 2023 7:38 AM

To: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>

Subject: Media Inquiry-The Federalist

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-Do you have concerns about ERIC's ties with David Becker, a notable left-wing activist who now runs the Center for Election Innovation and Research? Why or why not?

From,
Shawn Fleetwood

From: Montemayor, Tiffany (GOV)
Sent: Tuesday, March 14, 2023 4:15 PM AKDT
To: bbohrer@ap.org; Beecher, Carol L (GOV)
Subject: RE: Media request

Hey Becky,

We do not currently have a timeline but we are reviewing our membership in ERIC.

Best,
Tiffany

Tiffany Montemayor
Public Relations Manager, Division of Elections
Office of the Lieutenant Governor
907.465.4611



From: Bohrer, Becky <bbohrer@ap.org>
Sent: Tuesday, March 14, 2023 3:20 PM
To: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Cc: Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>
Subject: Media request

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Carol,

Is there a timeline for making a decision on whether to withdraw from ERIC? If so, when do you expect to make that decision?

If a decision has been made, what did you decide?

Thank you.

Becky



Becky Bohrer
Juneau correspondent, The Associated Press
Office: 907-586-1515

Cell: 907-229-0371

Twitter: @beckybohrerap

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From: Thompson, Carol A (GOV)
Sent: Wednesday, March 15, 2023 8:45 AM AKDT
To: Beecher, Carol L (GOV); Wilson, Lauri L (GOV); Thompson, Michaela R (GOV); Husmann, Julie J (GOV)
Subject: List Maintenance - Tom Questions
Attachments: Law List maintenance email 2.25.2022.pdf

All,


I knew Tom had provided some answers to questions in the past about 15.07.130. I located that email and have attached it for your review.

At that time, we were going to do a deeper dive on some of the points Tom made in this but then, 22SSPE arrived and things got busy in 2022 and this was set aside. I will save this to the AG folder.

CAT

Carol A. Thompson
Division Operations Manager
State of Alaska, Division of Elections

North Fork Professional Building
1700 E. Bogard Road, Suite B 102
Wasilla, AK 99654-6565

 907-373-8952

 carol.thompson@alaska.gov

 www.elections.alaska.gov

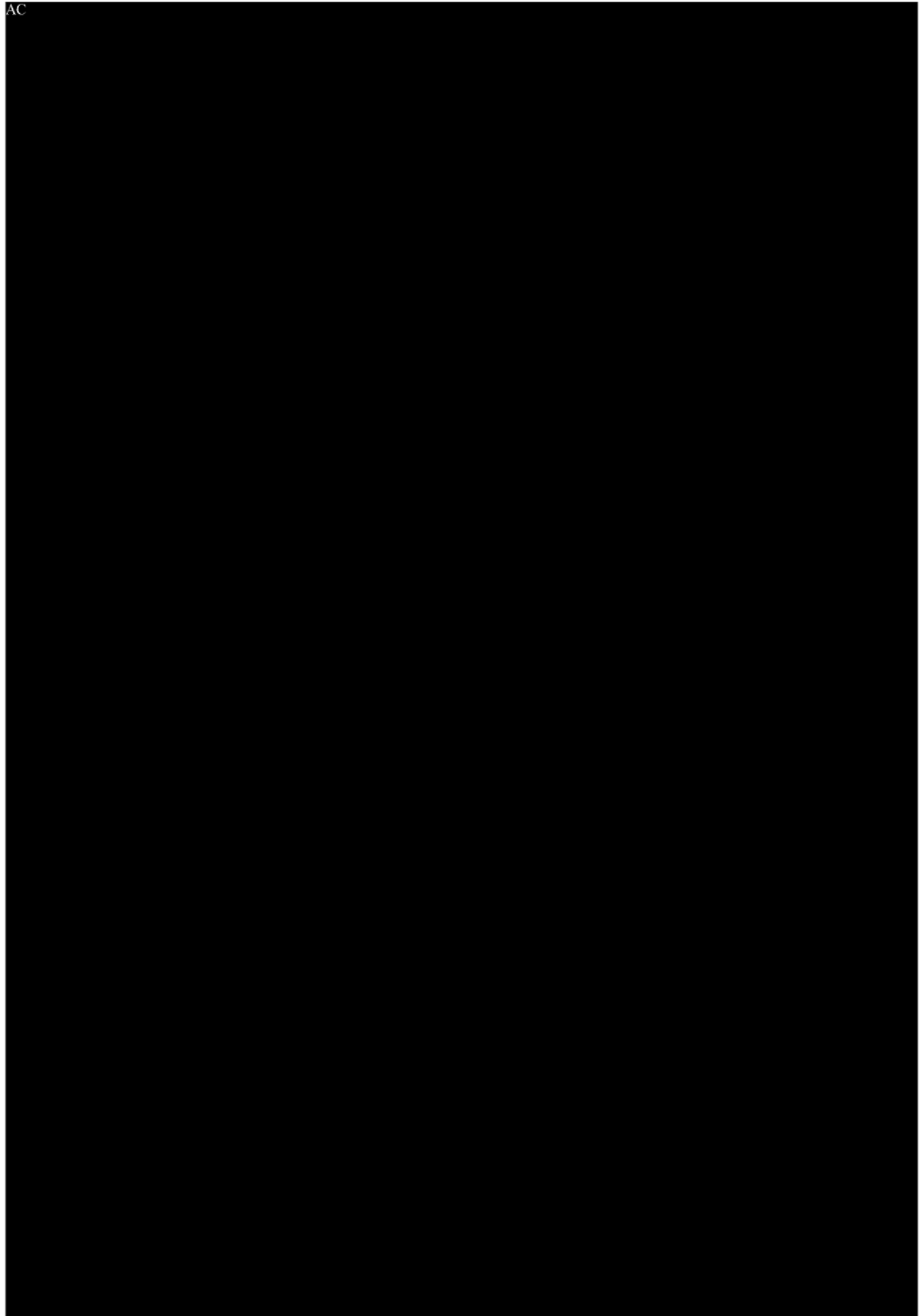
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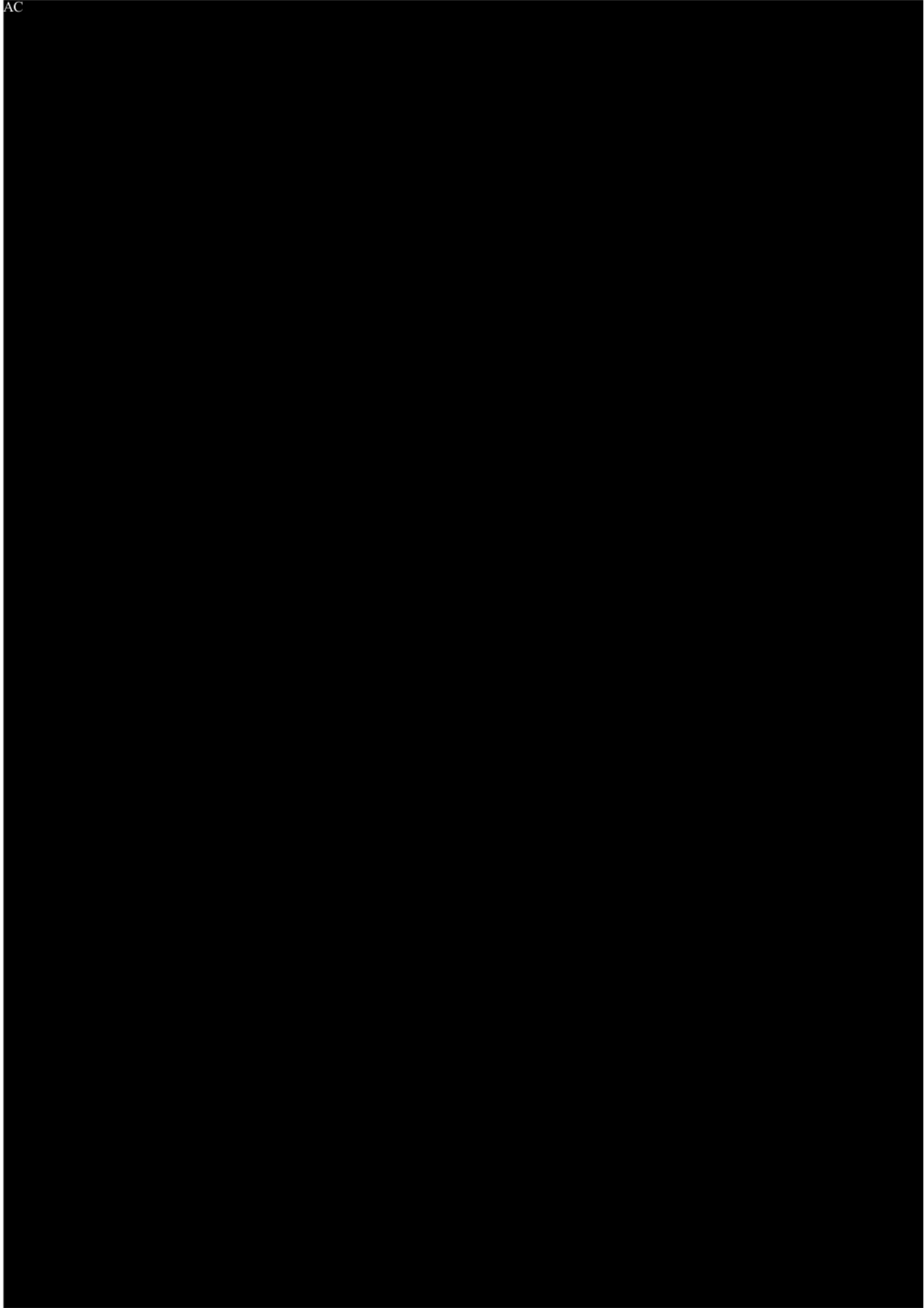
From: [Flynn, Thomas S \(LAW\)](#)
To: [Fenumiai, Gail M \(GOV\)](#); [Thompson, Carol A \(GOV\)](#)
Subject: List maintenance follow up
Date: Friday, February 25, 2022 4:27:45 PM
Attachments: [ERIC Bylaws MA Current Feb2020.pdf](#)
[Condition Codes.pdf](#)

Gail and Carol,

AC







AC

Thomas Flynn

Assistant Attorney General

Labor & State Affairs Section

Alaska Department of Law

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ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

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Last updated on March 28, 2014; May 21, 2015; October 28, 2015; December 16, 2016; November 30, 2018; February 3, 2020

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ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

BYLAWS

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, 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 ERIC Executive Director who shall, in turn, notify the Membership.

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 Board of Directors, 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.

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.

With respect to individual members, the schedule for payment of the Membership Fee may be modified by the Board of Directors.

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 of Directors. The Dues Schedule may be amended, modified, or substituted by a vote of the Membership, however, the schedule for payment of dues by individual members may be modified by the Board of Directors. 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 Membership 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 and ERIC’s Executive Director, who shall, in turn, notify the Membership. 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 Membership 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 herein or in the Membership Agreement. Such automatic removal shall be effective upon written notice by the Chair of the Board of Directors and/or ERIC’s 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 Board of Directors. The Board of Directors 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 Board of Directors 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 Board of Directors. The annual meeting 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 Board of Directors for annual and regular meetings and in the notice of meeting for special meetings. The Board of Directors 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 Membership shall be published following 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. The Member Representative shall provide written notice to ERIC's Executive Director of the proxy within a reasonable period of time in advance of the meeting of the members.

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. Appointment of Directors. All members of the Corporation have a right to appoint their Member Representative to serve as a director on the Board of Directors. Upon admission to Membership under Article II, Section 2 or in the event of a vacancy, member shall inform ERIC's Executive Director in writing whether it wishes to have its Member Representative serve or continue to serve on the Board of Directors. Declining to have a Member Representative serve on the Board of Directors shall have no effect on the Member's other rights under these Bylaws, and such member shall have the right to appoint or reinstate their Member Representative to the Board of Directors at any time by providing written notice to ERIC's Executive Director who shall, in turn, notify the Board of Directors.

Section 3. Non-Voting Seats on Board of Directors. The Board of Directors may include up to two non-voting members of the Board for individuals who are experts in voting and elections but not governmental employees. Such non-voting directors shall serve two-year, renewable terms.

Section 4. 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 5. 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 of Directors.

Section 6. Vacancies. If a Member Representative position on the Board of Directors becomes vacant for any reason including resignation or removal, the chief election official shall appoint a replacement in accordance with Article II, section 1 and shall notify the Executive

Director in writing whether it wishes to have its replacement Member Representative serve as a director on the Board of Directors.

Section 7. 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 of Directors shall be held at such times as may be fixed by the Board of Directors. Special meetings of the Board of Directors may be held at any time whenever called by the Chair of the Board, any two directors, or ERIC's Executive Director. Any Member Representative who is not a director may attend any meeting of the Board of Directors.

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 of Directors for annual and regular meetings and in the notice of meeting for special meetings. Minutes of any meeting of the Board of Directors shall be published following the meeting.

Section 8. Notice. Annual and special meetings of the Board of Directors 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 9. 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 of Directors. Directors are not permitted to give a proxy to someone to act on his or her behalf with respect to actions of the Board of Directors.

Section 10. 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 of Directors 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 of Directors or such committee shall be filed with the minutes of the proceedings of the Board of Directors 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 11. 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) approve or remove members; d) elect or remove officers; e) remove directors; f) elect or remove non-voting members of the Board of Directors; g) elect members of committees; h) hire or discharge an executive director; i) adopt an agreement of merger or consolidation; j) recommend to the Membership the sale, lease or exchange of all or substantially all of the Corporation's property and assets; or k) 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, except with respect to quorum. In the absence of a contrary provision established by the Board of Directors, 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 of Directors, and the Executive Director shall serve as a non-voting member of the Executive Committee (collectively the “*ex officio* members”). Vacancies in the *ex officio* membership of the Executive Committee shall be addressed in accordance with Article V.

(b) Elected Membership: In addition to the *ex officio* members, until the Membership reaches thirty-four, the Executive Committee shall include two voting members of the Board of Directors elected by the Board of Directors. When the Membership reaches thirty-five, the number of voting members of the Board of Directors serving on the Executive Committee shall increase to four, with the election of the additional members occurring within a reasonable time following the admission of the thirty-fifth member. Such committee members shall serve in this capacity for terms of one year, not to exceed two consecutive one-year terms. In the event of a vacancy among the elected membership of the Executive Committee, in accordance with subsection d below, the Executive Committee shall take reasonable steps to propose a replacement to fill the unexpired term of his or her predecessor.

(c) Chair of Executive Committee: The Chair of the Board of Directors 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 of Directors, 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 of Directors a slate of candidates for officer positions and elected members of the Executive and Finance Committees, including in the event of a vacancy, and the Executive Director; and, in consultation with the Finance Committee, reviewing the compensation and performance of 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 of Directors.

Section 7. Finance Committee.

(a) Ex Officio Membership: The Finance Committee shall consist of the Treasurer and Secretary of the Board of Directors, and the Executive Director shall serve as a non-voting member of the Finance Committee (collectively, the “*ex officio* members”). Vacancies in the *ex officio* membership of the Finance Committee shall be addressed in accordance with Article V.

(b) Elected Membership: The Finance Committee shall include one voting member of the Board of Directors elected by the Board. This committee member shall serve in this capacity for terms of one year, not to exceed two consecutive one-year terms. In the event the voting member position on the Finance Committee becomes vacant, in accordance with subsection d below, the Executive Committee shall take reasonable steps to propose a replacement to fill the unexpired term of his or her predecessor.

(c) Chair of Finance Committee: The Treasurer shall be the Chair of the Finance Committee.

(d) Role and Powers of Finance Committee: Except as set forth in Article IV, Section 1 above, or as otherwise proscribed by the Board, the Finance Committee shall have the authority to exercise all powers of the Board of Directors between meetings of the Board. The Finance Committee will assist the Board of Directors with its financial oversight responsibilities including reviewing and recommending approval of the annual operating budget; reviewing periodic financial reports; and overseeing the management of financial assets and audits. The Finance Committee shall hold regular meetings at such times as it shall determine and special meetings as requested by any of its members. Actions of the Finance Committee shall be reported to the Board of Directors.

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 of Directors 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 of Directors 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 of Directors may fill such vacancy. Any officer so appointed or elected shall serve only until such time as the unexpired term of his or her predecessor shall have expired unless re-elected by the Board of Directors. Any officer may be removed by a vote of the majority of the entire Board of Directors 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 of Directors.

(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 oversee the custody of the corporate seal of the Corporation, if any; and shall have authority to affix or cause to be affixed the same to any instrument requiring it; and, when so affixed, it may be attested by his or her signature. The Board of Directors 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 be chair of the Finance Committee. The treasurer shall oversee 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 or cause to be deposited 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 of Directors, and at the annual membership meeting, the Treasurer shall render a statement of accounts. The Treasurer shall at all reasonable times exhibit or cause to be exhibited the books and accounts to any officer or director of the Corporation, and shall perform or cause to be performed all duties incident to the office of Treasurer, subject to the supervision of the Board of Directors, and such other duties as shall from time to time be assigned by the Board. The Treasurer shall, if required by the Board of Directors, 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 of Directors; 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 of Directors 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 of Directors 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 of Directors 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”).
 - 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

EXHIBIT A

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 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.

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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 Board 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.
- d. **Unauthorized Disclosure of Data-ERIC:** Should there be an unauthorized disclosure of motor vehicle data by ERIC, whether accidental or intentional or the

EXHIBIT A

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 a written certification

EXHIBIT A

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 91st 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. Voter Participation Data. ERIC recognizes that the appearance of improper voting, allegations of improper voting, and actual improper voting undermines public confidence in the electoral process and election outcomes. ERIC can be a tool to identify potentially improper votes, and refer them to Members for further investigation consistent with each state's laws. For the purposes of this Agreement, "improper votes" means votes cast by an individual who may have voted more than once in the Member jurisdiction at the same election, voted in more than one Member jurisdiction at the same election, or voted on behalf of a deceased voter within the Member jurisdiction.

Upon the written request of a Member Representative, ERIC shall provide the Member with data identifying voters who appear to have cast improper votes in a preceding election. Members shall not be required to request these data. Use or acceptance of these data shall not be a condition of membership.

To receive these data, Members shall submit a written request to the Executive Director at least 90 calendar days before the applicable election. In the written request, the Member must: (1) specify the election for which it requests data identifying voters who appear to have cast improper votes, (2) affirm that it will submit to ERIC voting history data for the applicable election in a manner consistent with how voter files and motor vehicle records are submitted to ERIC, (3) affirm that it will accept the requested data from ERIC, (4) affirm that it will complete a reasonable internal investigation of any possible improper votes before publicly releasing information about the data, and (5) affirm that it can protect the confidentiality of the individual-level data, either by state law or administrative rule, until the internal investigation is complete and the findings are turned over to law enforcement.

7. 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.
8. 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.
9. 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.
10. 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

EXHIBIT A

mark, or business or trading name of any Member of ERIC without the prior written approval of the affected Member.

11. 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.
12. 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.
13. 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 a majority vote of the entire Membership. 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.
14. 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.
15. 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.
16. 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.
17. 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.

EXHIBIT A

18. 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.
19. Headings and Subsections. Section headings are provided for reference and do not constitute part of this Agreement.
20. 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)
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).

State of Alaska Condition Codes (CC)

PU = The voter was sent the second notice as part of the list maintenance process but did not respond and was inactivated in VREMS.

IA = The voter's registration has been inactivated by an administrative decision. Most commonly, it is determined that the voter failed to meet registration requirements.

FC = The voter was convicted of a felony regarding moral turpitude and is still under the authority of the courts. (AS 15.05.030).

XX = Deceased voter.

FD = The voter was convicted of a felony regarding moral turpitude but has since been unconditionally discharged from court supervision and their voting rights have been restored. They must re-register to become an active voter (AS 15.05.030).

RP = The voter was unable to be reassigned to a district and precinct following reapportionment.

VR = Voter request. The voter has requested their registration record be cancelled.

RE = Registered elsewhere. Another state sent formal notification that the voter registered to vote in that jurisdiction.

OS = The voter resides overseas, has no current Alaska residence address, but was domiciled in Alaska immediately prior to departure from the United States, and is eligible to vote in federal elections (AS 15.05.011).

DU = Duplicate voter record. This record was a duplicate and has been merged with the correct voter file.

RG = The voter has successfully registered to vote.

LU = The voter has had no contact, no voter history, or has had mail returned undeliverable and has been sent the first notice as part of the list maintenance process. A notice was returned as undeliverable after the list maintenance deadline.

LM = The voter has had no contact, no voter history, or has had mail returned undeliverable and has been sent the first notice as part of the list maintenance process.

UN = Mail sent to the voter by the Division of Elections has been returned as undeliverable.

ID = The voter when initially registering, registered and did not present proof of identity with their registration nor was the division able to verify their identity through the DMV ALVIN or HAVA database. This voter will be required to present ID at the time of voting.

From: Kimberly Smith
Sent: Wednesday, March 15, 2023 10:46 AM AKDT
To: Andrew Dowd; afontes@azsos.gov; agrandjean@OhioSOS.Gov; Andrew Buller; Anthony Albence; James Tatum; Jocelyn Benson; beredondo@cee.pr.gov; Brad King; Brian Newby; Bradford Raffensperger; Brenda Cabrera; bret.kelly@ncsbe.gov; brian.kruse@douglascounty-ne.gov; Brian Sleeth; bryan.caskey@ks.gov; Brittany Westfall; Brian Wood; Carol Morris; Thompson, Carol A (GOV); Caroline Fawkes; Carri Crum; Charles Holiday; Jay Ashcroft; cisco@sos.nv.gov; C.J. Garrison; Douglas Kellner; David Maeda; Dana Corson; Debby Erickson; Derrin Robinson; Sandra Pinsonault; D. Pliner; Dwight Shellman; Fiti Tavai; Guy Mickle; Heidi Burhans; Heather Hawthorne; Howard Knapp; Timaka James-Jones; Melanie Clark; Jason Hancock; James Boggs; Jeff Hancock; Jenni Scutchfield; joe.iseke@gec.guam.gov; john.thurston@sos.arkansas.gov; Janine Petty; jroebuck@miottawa.org; jshew@douglascountyks.org; julie.flynn@maine.gov; kingram@sos.texas.gov; Kathleen Montejo; Kori House; kplacencia@sos.ri.gov; kristen.e.uyeda@hawaii.gov; Kyle Thomas; Kyle Ardoin; Lealofi Uiagalelei; lhendricks001@hotmail.com; Lori Larsen; LR Booth; Linda Von Nessi; Mandy.Vigil@state.nm.us; Maria.Matthews@DOS.myflorida.com; maria.pangelinan@gec.guam.gov; mark.goins@tn.gov; Diane Meadows; meagan.Wolfe@wi.gov; Monica Evans; Michael.Dickerson@mecklenburgcountync.gov; michael.watson@sos.ms.gov; Michelle.Tassinari@sec.state.ma.us; mike.spence@caddoclerk.com; Molly Woon (molly.woon@sos.oregon.gov); Nancy Boren; Nicole Browne; Norma Figueroa Morales; nikki.charlson@maryland.gov; Nicholas Lima; pat.nakamoto@hawaiicounty.gov; Patricia Piecuch; pattyweeks@co.nezperce.id.us; Paul Lux; Rachel Bledi; Rachel.Soulek@state.sd.us; Ralph Artigliere; rloy@deltacounty.com; robertd@pointing.com; RogerMillsCounty@elections.ok.gov; Rozan Mitchell; Batina Dodge; Shelly Jackson; Lori Stottler; Stuart Holmes; Susan Beals; Susan Lapsley; tami.spero@humboldtcountynv.gov; Timothy DeCarlo; Tonia Fernandez; Will Senning
CC: Thomas Hicks; Donald Palmer; Benjamin Hovland; Christy McCormick; Steven Frid; Amanda Joiner; Kristen Muthig; Karen Meyers; Robin Sargent
Subject: Action Required - EAC Standards Board Annual Meeting RSVP & Travel Info
Attachments: Standards_Board_2023_Annual_Meeting_RSVP_Survey.pdf, 2023 Annual Meeting Agenda DRAFT.pdf
Importance: High

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Standards Board Members,

The EAC is excited to invite Standards Board members to the first in-person annual meeting since 2019! Please **RSVP by Wednesday, March 29 via the Standards Board 2023 Annual Meeting RSVP and Traveler Info survey: <https://survey.alchemer.com/s3/7254493/Standards-Board-2023-Annual-Meeting>**. A preview of the survey is attached to assist you in completing the information requested. Important information about the meeting and travel are outlined below.

Meeting Dates: The Board will meet for a full day on Tuesday, April 18 and a half day on Wednesday, April 19 (a copy of the draft agenda is attached). Additionally, we have arranged optional events for the afternoon of Monday, April 17 and Wednesday, April 19 for those members who can attend. Information on the optional events will be provided separately.

Meeting Location: [Hyatt Regency Phoenix](#). The EAC has a reservation block at the meeting site. Please respond to the above linked survey by **Wednesday, March 29** to be included in the block. After this date, rooms may not be available. Room and tax will be billed directly to the EAC. A credit card for miscellaneous expenses is required upon check-in. Cancellation notification must be submitted by **COB Monday, April 3**.

Travel Arrangements: Once you RSVP 'Yes' via the survey, you will receive the instructions and forms to establish an Invitational Traveler account with our Federal travel agency, Concur Travel. You will not be able to book travel or receive reimbursement until your account is established.

Expenses Covered: The EAC covers travel expenses to/from the meeting for members traveling distances more than fifty (50) miles from the meeting location. Covered expenses include:

- Roundtrip airfare and first checked baggage fee upon departure and return. Flights are paid directly by the EAC.
- Hotel for April 17 and 18. Lodging for members with extended travel requirements are handled on an individual basis.
- Daily per diem to cover meals not provided by the EAC and incidental expenses (M&IE)
 - Travel day per diem: \$51.75
 - Non-travel day per diem: \$69.00
- Ground transportation (i.e., metro, bus, taxi, Lyft, Uber), hotel/airport parking, and mileage incurred by privately-owned vehicle up to the constructed government contract carrier fare.

Car rental is at traveler's own expense.

If you have any questions about the survey or arranging your travel, please let me know. The EAC thanks you for your service and participation on the Standards Board. We are looking forward to seeing you in Phoenix!

Best,
Kim

Kimberly Smith | Alternate Designated Federal Officer (ADFO), EAC Standards Board
U.S. Election Assistance Commission
633 3rd Street NW, Suite 200 | Washington, DC 20001
www.eac.gov

Draft Agenda
U.S. Election Assistance Commission
Standards Board 2023 Annual Meeting
Hyatt Regency Phoenix
Tuesday, April 18 & Wednesday, April 19

Monday, April 17

Noon – 1:00pm **Registration**

1:00 – 4:00pm **Optional Event**

Tuesday, April 18

7:00 - 9:00am **Breakfast**

8:00 - 9:00am **Registration**

9:00 - 9:30am **Call to Order**
Amanda Grandjean, Chair, EAC Standards Board

Welcome
Commissioner Thomas Hicks, Designated Federal Officer, EAC Standards Board

Pledge of Allegiance
Commissioner Thomas Hicks, EAC Standards Board DFO

[Proxy Committee Report]

Roll Call; Determination of Quorum
Derrin Robinson, Secretary, EAC Standards Board

Oath of Office
Commissioner Thomas Hicks, EAC Standards Board DFO

Welcome Remarks from the Commissioners
Chair Christy McCormick, EAC
Vice Chair Benjamin Hovland, EAC
Commissioner Donald Palmer, EAC
Commissioner Thomas Hicks, EAC, DFO

9:45 - 10:10am **Introductory Business**
Agenda/Materials Review
Approval of Minutes of 2022 Annual Meeting
Overview of Committees
Executive Board Election Instructions

10:10 - 10:20am **FACA Responsibilities and Role of the Board under HAVA**
Amanda Joiner, Acting General Counsel, EAC

10:20 – 10:45am **EAC Update**
Steven Frid, Executive Director, EAC

10:45 – 11:00am **Break**

11:00 – 12:15pm **VVSG & ESTEP Review with Q&A Session**
Jon Panek, Director of Testing & Certification, EAC
Jay Phelps, Director of Election Supporting Technology Evaluation Program, EAC

12:15 – 1:45pm **Lunch**

1:45 – 2:45pm **EAC Clearinghouse Network Project**
Steve Daitch, Senior Election Subject Matter Expert, EAC

2:45 – 3:30pm **EAC Voter Education Program Research**
Steve Daitch, Senior Election Subject Matter Expert, EAC

3:30 – 3:45pm **Break**
Voting Ends 4:00pm

3:45 – 4:45pm **Conversation on Election Official Security and Mental Health**
Commissioner Thomas Hicks, EAC Standards Board DFO

4:45 – 5:00pm **Election Results and Announcements**
[Election Certification Committee]

Recess until Wednesday, April 19, 2023

7:30pm **Executive Board Meeting**

Wednesday, April 19

7:30 – 8:30am **Breakfast**

8:30 – 8:45am **Introduction of New Executive Board & Officers**

8:45 – 9:30am **Committee Breakouts**

9:30 – 10:00am **Committee Reports**

10:00 – 11:00am	Panel/Presentation
11:00 – Noon	TGDC Representative Vote and Closing Discussion/Announcements
Noon – 1:30pm	Lunch on Own
1:30-4:30pm	Optional Event

DRAFT



Standards Board 2023 Annual Meeting

RSVP

1) Full Name*

2) Email Address*

3) Select your jurisdiction*

- Alabama
- Alaska
- American Samoa
- Arizona
- Arkansas
- California
- Colorado
- Connecticut
- Delaware
- District of Columbia
- Florida

- Georgia
- Guam
- Hawaii
- Idaho
- Illinois
- Indiana
- Iowa
- Kansas
- Kentucky
- Louisiana
- Maine
- Maryland
- Massachusetts
- Michigan
- Minnesota
- Mississippi
- Missouri
- Montana
- Nebraska
- Nevada
- New Hampshire
- New Jersey
- New Mexico
- New York

- North Carolina
- North Dakota
- Ohio
- Oklahoma
- Oregon
- Pennsylvania
- Puerto Rico
- Rhode Island
- South Carolina
- South Dakota
- Tennessee
- Texas
- U.S. Virgin Islands
- Utah
- Vermont
- Virginia
- Washington
- West Virginia
- Wisconsin
- Wyoming

4) Do you plan to attend the Standards Board Annual Meeting in-person??*

The meeting is Tuesday, April 18 (full day) and Wednesday, April 19 (half day) at the Hyatt Regency Phoenix (122 N. 2nd St., Phoenix, AZ).

- Yes
- No

Additional Information

If not attending:

5) Do you wish to designate a proxy for the meeting?

Please note:

- Per the Standards Board bylaws, proxies can vote on business matters and not in the Executive Board election.
- Only other Standards Board Members can serve as your proxy.

- Yes
- No

6) Who do you wish to designate as your proxy?*

Only another Standards Board Member can serve as your proxy.

Please ensure the proxy designee is aware you have designated them as your proxy.

If attending:

7) Will you need to fly to the meeting?*

- Yes
- No

8) If flying - Enter your name as it appears on your government ID (for airline ticket)*

9) If flying - What is your Date of Birth? (for airline ticket)*

Response must be in mm/dd/yyyy format.

10) What is your mailing address?*

11) What is a phone number we can reach you at while you travel?*

Use numbers only (ex. 1235551111)

12) If flying - Which airport will you be departing from?*

13) How many miles (roundtrip) is it from your residence to the airport (if you are flying) or meeting location (if you are driving)?*

14) If flying - Do you have any Frequent Flyer Account #s you'd like us to include in your account?

15) If flying - Please indicate your seat preference (if any).

We will do our best to accommodate your preference.

- Window
- Middle
- Aisle

16) What date do you plan to travel to Phoenix?*

Response must be in mm/dd/yyyy format.

17) What date will you return home?*

Response must be in mm/dd/yyyy format.

18) If flying - Please indicate preferred flight departure times. (ex. between 8am-noon local time)

19) Please provide any accommodations needed, dietary restrictions, or other special requests for meals, lodging, etc.

Thank You!

From: Thompson, Michaela R (GOV)
Sent: Wednesday, March 15, 2023 11:42 AM AKDT
To: Beecher, Carol L (GOV)
Subject: RE: Cost of ERIC membership

Are you looking at the 2023 columns? There seems to be information filled out for 2022. For 2023, some of those reports have not be received yet for this year.

Michaela R. Thompson
Administrative Operations Manager
State of Alaska, Division of Elections
Absentee and Petition Office
Phone: (907) 270-2700
Fax: (907) 270-2780



From: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Sent: Wednesday, March 15, 2023 11:06 AM
To: Thompson, Michaela R (GOV) <michaela.thompson@alaska.gov>
Subject: RE: Cost of ERIC membership

Hi Michaela,

Just so I understand – for the blank columns in 2022, do we not have any data? For example, did we not remove any deceased voters in 2022? Or, is this not where we would put that information?

Thanks much,
cb

From: Forrest, Sharon A (GOV) <sharon.forrest@alaska.gov>
Sent: Wednesday, March 15, 2023 10:59 AM
To: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Subject: FW: Cost of ERIC membership

From: Thompson, Michaela R (GOV) <michaela.thompson@alaska.gov>
Sent: Friday, March 10, 2023 2:46 PM
To: Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>; Thompson, Carol A (GOV)

<carol.thompson@alaska.gov>; Forrest, Sharon A (GOV) <sharon.forrest@alaska.gov>

Subject: RE: Cost of ERIC membership

This is correct. We sent less Cross state mailers in 2022 (because of the special election and then the regular election cycle) so the response rate being lower seems to be consistent. I know my staff tried their best during that time to update the spreadsheet but that mailer also went out right when we starting planning/preparing for the by-mail election.

Michaela R. Thompson

Administrative Operations Manager

State of Alaska, Division of Elections

Absentee and Petition Office

Phone: (907) 270-2700

Fax: (907) 270-2780



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From: Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>

Sent: Friday, March 10, 2023 2:40 PM

To: Thompson, Carol A (GOV) <carol.thompson@alaska.gov>; Forrest, Sharon A (GOV) <sharon.forrest@alaska.gov>; Thompson, Michaela R (GOV) <michaela.thompson@alaska.gov>

Subject: Re: Cost of ERIC membership

Ok, thank you.

Tiffany Montemayor

Public Relations Manager

Alaska Division of Elections

From: Thompson, Carol A (GOV) <carol.thompson@alaska.gov>

Sent: Friday, March 10, 2023 2:38:34 PM

To: Forrest, Sharon A (GOV) <sharon.forrest@alaska.gov>; Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>; Thompson, Michaela R (GOV) <michaela.thompson@alaska.gov>

Subject: RE: Cost of ERIC membership

That will need to be Michaela.

CAT

Carol A. Thompson

Division Operations Manager

State of Alaska, Division of Elections

North Fork Professional Building
 1700 E. Bogard Road, Suite B 102
 Wasilla, AK 99654-6565

907-373-8952

carol.thompson@alaska.gov

www.elections.alaska.gov

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From: Forrest, Sharon A (GOV) <sharon.forrest@alaska.gov>
Sent: Friday, March 10, 2023 2:22 PM
To: Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>; Thompson, Carol A (GOV) <carol.thompson@alaska.gov>; Thompson, Michaela R (GOV) <michaela.thompson@alaska.gov>
Subject: RE: Cost of ERIC membership

Here's a completed chart with the full 2022 costs. Someone else is in the excel sheet on the drive. I'll add these figures to the master file when its free.

Michaela/Carol – do either of you also need to update the received data columns. They seem low for 2022.

Year	Eligible But Not Registered Notice Sent (household)	In-State Move Notices Sent	Cross-State Move Notices Sent	Cross-State Cancel Registrations Received	Cross-State Remain Registered	Voters Removed	Duplicate Voting Records Merged	Annual Membership Fees & Dues	Printing & Mailing Costs	Comments
2016	Pew Grant								\$29,000.00	One-time grant for Printing and Mailing Costs.
2016	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$25,000.00		One-Time Membership Fee
2016	77,127	N/A	N/A	N/A	N/A	N/A	N/A	\$11,747.00	\$21,627.18	Dues (pro-rated) Jun '16- Dec '16
2017	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$19,232.50		Dues Jan '17- Dec '17
2018	25,122	21,305	18,855	3,748	143	603	79	\$18,463.50	\$23,051.71	Dues Jan '18 - Dec '18 Cross-State = \$11,802.10 In-State

											Move = \$5,441.87 Not Registered = \$5,807.74
2019	N/A	6,761	14,942	3,131	114	188	68	\$16,759.50	\$10,339.36		Dues Jan '19 - Dec '19 Cross State = \$8,483.06 In-State Move = \$1,856.30
2020	17,690	5,362	10,939	2,263	102	209	92	\$16,669.50	\$12,186.82		Dues Jan '20 - Dec '20
2021	N/A	5,180	30,395	4,009	252	452	8	\$16,416.00	\$23,855.13		Dues Jan '21 - Dec '21 Cross-State #1 = \$15,791.48 Cross-State #2 = \$5250.90 In-State Move = \$2,812.75
2022	16,532	6,037	7,140	850	104	113	2	\$21,188.00	\$14,805.70		Dues Jan '22 - Dec '22 Cross-State Q1 = \$4343.49 EBU & In-State = \$10,462.20
2023			14,393					\$12,980.00	\$12,255.27		Dues to date: Jan '23 - Jul '23 Cross-State Q1 = \$12,155.27
Total	136,471	44,645	96,664	14,001	715	1,565	249	\$158,456.00	\$118,121.17		
									Overall Program Costs:	\$247,577.17	

Thanks!

Sharon Forrest

Alaska Division of Elections

P: 907.465.3049

From: Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>

Sent: Friday, March 10, 2023 12:35 PM

To: Forrest, Sharon A (GOV) <sharon.forrest@alaska.gov>

Subject: FW: Cost of ERIC membership

Hey, do we have the info available she's asking about? She is referring to the ERIC Stats Cost Report.

Tiffany Montemayor
Public Relations Manager, Division of Elections
Office of the Lieutenant Governor
907.465.4611



From: Iris Samuels <isamuels@adn.com>
Sent: Friday, March 10, 2023 12:26 PM
To: Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>
Cc: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Subject: Re: Cost of ERIC membership

Hi Tiffany,

Quick follow up -- why doesn't the table include full info for 2022? Is there info available yet for the rest of 2022? And why is there EBU information included for 2016 and 2018 (at the bottom of the table) but not 2020 and 2022?

Thanks,
Iris

On Fri, Mar 10, 2023 at 11:07 AM Iris Samuels <isamuels@adn.com> wrote:

Thanks, much appreciated!

-Iris

On Fri, Mar 10, 2023 at 10:57 AM Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov> wrote:

Hi Iris,
I was out of the office this morning and was unable to answer your emails. I've attached the ERIC Stats Cost Report. Please let me know if you have any further questions.

Best,
Tiffany

Tiffany Montemayor
Public Relations Manager, Division of Elections

Office of the Lieutenant Governor
907.465.4611



From: Iris Samuels <isamuels@adn.com>

Sent: Friday, March 10, 2023 9:36 AM

To: Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>; Beecher, Carol L (GOV) <carol.beecher@alaska.gov>

Subject: Re: Cost of ERIC membership

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Hi Tiffany,

Still waiting on an answer to this question. Please let me know if you can provide the total sum the state has paid for the system in the preceding year and if that amount has changed from year to year.

Thanks,
Iris

On Thu, Mar 9, 2023 at 6:03 PM Iris Samuels <isamuels@adn.com> wrote:

Hi Tiffany,

Director Beecher mentioned today during a legislative hearing the cost of ERIC membership (Electronic Registration Information Center) as a reason for considering leaving the organization. Can you provide the annual membership cost and how it's calculated?

Thanks,
Iris

--

Iris Samuels

Reporter

isamuels@adn.com | cell: 609-454-1267

Anchorage Daily News | adn.com

300 W. 31st Ave.

Anchorage, AK 99503

Subject: FW: ERIC Board of Directors Meeting (Member & Director Votes Expected)
Start: Friday, March 17, 2023 7:00 AM AKDT
End: Friday, March 17, 2023 10:00 AM AKDT
Location: <https://us02web.zoom.us/j/84907037382?pwd=ZXI4cDByUk9pNHhXYUZJWFNQeFIGQT09>
Show Time As: Tentative
Organizer: Hamlin, Shane
Attendees: Hamlin, Shane, Beecher, Carol L (GOV), Albence, Anthony (DE), Beals, Susan (VA), Becker, David, Brater, Jonathan (MI), Bromley, Ted (CT), Burhans, Heidi (IA), Choate, Judd (CO), Connor, Colleen (AZ), Cowley, Ryan (UT), Evans, Blake (GA), Evans, Monica (DC), Grandjean, Mandi (OH), Holmes, Stuart (WA), Ingram, Keith (TX), Knapp, Howard (SC), Lamone, Linda (MD), Maeda, David (MN), Marks, Jonathan (PA), Matthews, Bernadette (IL), Matthews, Maria (FL), Packard, Melissa (ME), Peters, Chrissy (MO), Rock, Rob (RI), Sellers, Karen (KY), Senning, Will (VT), Tassinari, Michelle (MA), Vigil, Mandy (NM), Westfall, Brittany (WV), Wlaschin, Mark (NV), Wolfe, Meagan (WI), Woon, Molly (OR), Zyriek, Lauren (NJ), Placencia, Kathy (RI), Whitt, Sarah, Haas, Ericka, Bjornlund, Lori (VT), Brown, Taylor (KY), Burrows, Stacy (DC), Dorsey, Melissa (MD), Fedak, Greg (OH), Flynn, Julie (ME), Giampola, Brittany (NJ), Hale, Wade (NJ), Harris, Jesse (GA), Hart, Kristi (TX), Hobday, Jeff (OH), Kehoe, Robert (WI), Kelly, Amy (IL), Kersey, Donald (WV), Kirk, Jeremy (IL), Leach, Brian (SC), Mahaney, Stacy (MO), McBurney, Gregory (RI), McElyea, Staci (NV), Mitchell, Mark (UT), Modrow, Janet (FL), Morales, Yolanda (AZ), Paradise, Brett (MD), Scott, Luke (OH), Sink, Tammy (VT), Spikula, Deanna (NV), Thompson, Michaela R (GOV), Stecklein, Vicky (CO), Steffen, Sally, Strother, Julie (MN), Stroud, Terri (DC), Swanger, Zane (PA), Thompson, Carol A (GOV), Tlachac, Matthew (OH), Vincent, Trish (MO), Vitcenda, Jodi (WI), Whitmire, Chris (SC), Vigil, Mandy, SOS, Pate, Paul, Whitmire, Chris, Gookin, Eric, Ross, Michael, Rosenberg, Gabe (CT), Johnson, Christy, Christina Adkins

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Resending, Carol. I can't find an RSVP from you. You are able to make it, right?

-----Original Appointment-----

From: Hamlin, Shane

Sent: Tuesday, February 21, 2023 1:00 PM

To: Hamlin, Shane; Albence, Anthony (DE); Beals, Susan (VA); Becker, David; Brater, Jonathan (MI); Bromley, Ted (CT); Burhans, Heidi (IA); Choate, Judd (CO); Connor, Colleen (AZ); Cowley, Ryan (UT); Evans, Blake (GA); Evans, Monica (DC); Grandjean, Mandi (OH); Holmes, Stuart (WA); Ingram, Keith (TX); Knapp, Howard (SC); Lamone, Linda (MD); Maeda, David (MN); Marks, Jonathan (PA); Matthews, Bernadette (IL); Matthews, Maria (FL); Packard, Melissa (ME); Peters, Chrissy (MO); Rock, Rob (RI); Sellers, Karen (KY); Senning, Will (VT); Tassinari, Michelle (MA); Vigil, Mandy (NM); Westfall, Brittany (WV); Wlaschin, Mark (NV); Wolfe, Meagan (WI); Woon, Molly (OR); Zyriek, Lauren (NJ); Placencia, Kathy (RI); carol.beecher@alaska.gov; Whitt, Sarah; Haas, Ericka

Cc: Bjornlund, Lori (VT); Brown, Taylor (KY); Burrows, Stacy (DC); Dorsey, Melissa (MD); Fedak, Greg (OH); Flynn, Julie (ME); Giampola, Brittany (NJ); Hale, Wade (NJ); Harris, Jesse (GA); Hart, Kristi (TX); Hobday, Jeff (OH); Kehoe, Robert (WI); Kelly, Amy (IL); Kersey, Donald (WV); Kirk, Jeremy (IL); Leach, Brian (SC); Mahaney, Stacy (MO); McBurney, Gregory (RI); McElyea, Staci (NV); Mitchell, Mark (UT); Modrow, Janet (FL); Morales, Yolanda (AZ); Paradise, Brett (MD); Scott, Luke (OH); Sink, Tammy (VT); Spikula, Deanna (NV); Thompson, Michaela (AK); Stecklein, Vicky (CO); Steffen, Sally; Strother, Julie (MN); Stroud, Terri (DC); Swanger, Zane (PA); Thompson, Carol (AK); Tlachac, Matthew (OH); Vincent, Trish (MO); Vitcenda, Jodi (WI); Whitmire, Chris (SC); Vigil, Mandy, SOS; Pate, Paul; Thompson, Carol A (GOV); Whitmire, Chris; Gookin, Eric; Ross, Michael; Rosenberg, Gabe (CT); Johnson, Christy; Christina Adkins

Subject: ERIC Board of Directors Meeting (Member & Director Votes Expected)

When: Friday, March 17, 2023 8:00 AM-11:00 AM (UTC-08:00) Pacific Time (US & Canada).

Where: <https://us02web.zoom.us/j/84907037382?pwd=ZXI4cDByUk9pNHhXYUZJWFNQeFIGQT09>

Importance: High

Shane Hamlin is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/84907037382?pwd=ZXI4cDByUk9pNHhXYUZJWFNQeFIGQT09>

Meeting ID: 849 0703 7382

Passcode: 071558

One tap mobile

+12532050468,,84907037382# US

+12532158782,,84907037382# US (Tacoma)

Dial by your location

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 669 900 6833 US (San Jose)

+1 719 359 4580 US

+1 346 248 7799 US (Houston)

+1 408 638 0968 US (San Jose)

+1 669 444 9171 US

+1 646 931 3860 US

+1 689 278 1000 US

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 646 876 9923 US (New York)

Meeting ID: 849 0703 7382

Find your local number: <https://us02web.zoom.us/u/kdJc0BQ1EP>

From: Hamlin, Shane
Sent: Thursday, March 16, 2023 11:51 AM AKDT
To: Hamlin, Shane
CC: Haas, Ericka; Whitt, Sarah
Subject: Materials for March 17, 2023 ERIC Board of Directors Meeting
Attachments: Agenda - March 17 2023 ERIC Board of Directors Meeting.pdf,
Unofficial Minutes ERIC Annual Board of Directors Meeting Feb 19 2023.pdf,
Confidential Executive Summary and Proposed Amendments - ERIC Governing Docs 02-08-2023.pdf,
Membership Agreement Amendments Submitted by PA and GA 3-3-2023.pdf
Importance: High

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Sent to the ERIC Board of Directors and all Secondary Points of Contact

Directors,

For tomorrow's Board of Directors meeting, please review the attached documents:

1. Meeting Agenda
2. Unofficial minutes from the Feb. 19, 2023, Annual Board of Directors Meeting

Also attached are the following documents, which you should already have:

1. Summary of Workgroups Proposed Amendments/Proposed Amendments. This is the same packet I distributed on February 8. It includes proposed changes to the bylaws that were voted at the February meeting. The focus for tomorrow, are the proposed amendments to the Membership Agreement.
2. Summary and proposed amendments from PA and GA. This is the same material I distributed on March 5.

All these materials were briefed and discussed at "open mics" last week.

Thanks again.

-Shane

Shane Hamlin | Executive Director
ERIC | Electronic Registration Information Center
1201 Connecticut Ave NW, Suite 600
Washington, DC 20036
(202) 695-3464

www.ericstates.org



Proposed Amendments to ERIC's Bylaws and Membership Agreement

CONFIDENTIAL | pre-Decisional

February 8, 2023

Background

Since the last major revision to ERIC's Bylaws and Membership Agreement (governing documents) in November 2018, ERIC's Executive Director has been documenting and developing updates to ERIC's governing documents. Some of these are minor "housekeeping" changes, others would align ERIC's governing documents with operational reality – how various provisions work in the "real world" based on what the organization has learned since it was launched in 2012. Other changes are more substantial, though none would alter ERIC in a fundamental way. Critical among these are amendments that would strengthen and clarify the data protection provisions in the Membership Agreement. These are rooted in efforts of the Data Privacy Workgroup, which met in 2019 and whose work was continued by the Executive Director and counsel thereafter. Finally, the Voter Participation Workgroup, formed in the Spring of 2022, made recommendations for improving the Voter Participation Report process. These recommendations are also reflected in the proposed amendments that follow.

For the purposes of this Executive Summary, all the above-referenced proposed changes, as well as other proposed amendments noted herein, are referred to as "Operational Enhancements."

In July 2022, a subset of ERIC members asked the membership to consider several "reform" proposals to ERIC's governing documents, including:

1. Repealing non-voting seats on the ERIC Board of Directors. (Bylaws)
2. Making the Eligible but Unregistered Report optional. (Membership Agreement)
3. Requiring all Members to submit voting history data for the Voter Participation Reports/request the reports. (Membership Agreement)
4. Strengthening list maintenance report requirements to more clearly align with the National Voter Registration Act. (Membership Agreement)
5. Clarifying and strengthening data privacy and protection provisions. (Membership Agreement)

The ERIC Executive Committee formed a workgroup¹ to evaluate the proposals and make recommendations to the board. The workgroup met seven (7) times between September 2022 and February 2023, engaging in a deliberative and thoughtful process throughout this months-long effort.

For the purposes of this Executive Summary, any of the above-referenced reforms included in the proposed amendments summarized herein are referred to as "Reform Proposals."

¹ Workgroup Members: Executive Committee - Chair Mandy Grandjean (OH), Vice Chair Jonathan Brater (MI), Treasurer Heidi Burhans (IA), Secretary David Maeda (MN), Committee Member Chrissy Peters (MO), and Committee Member Jonathan Marks (PA). Member Representatives Judd Clay Helms (AL), Choate (CO), Blake Evans (GA), and Mandy Vigil (NM).



Workgroup Recommendation:

The workgroup recommends the ERIC Membership approve the following:

- 1. Reform Proposal amendments that 1) repeal the non-voting seats on the Board of Directors, and 2) modify ERIC report requirements.** To summarize the changes to the reports at a high level, under the proposed model, all members, whether new or existing, must take each of the following reports at least once: cross-state movers, in-state movers, in-state duplicates, deceased report, eligible but unregistered report, and the voter participation report (unless a member is unable to certify that it can protect the data in the voter participation report under state law). After a member has taken and acted upon each of these reports once in accordance with the timelines laid out in the proposed provision, the member may request ERIC reports on a schedule of its choosing (if at all), in consultation with ERIC, and act on them as set forth in the draft provision. ERIC must annually publish a report detailing each Member's use of the ERIC reports for the preceding year.
- 2. The Operational Enhancement amendments to the Membership Agreement that 1) update and clarify data privacy and protection provisions in Section 4, 2) repeal Section 3 – Other Agency Data, and 3) repeal Section 8 and Exhibit C - Performance Data.**

The Executive Director also requests the board approve other Operational Enhancement amendments. These are generally housekeeping in nature and not substantive.

The above referenced amendments are summarized below. The amendments are set forth in full as attachments to this document—a “clean” version incorporating all of the proposed amendments and a “compare” version that highlights the proposed changes.

It is vital you read and discuss internally this Executive Summary and the attached proposed amendments. amendments. versions of ERIC's governing documents. All three documents are intended to be read together.

Requirements for amending ERIC's Bylaws and Membership Agreement.

ERIC Bylaws, Article VI, Section 5 specifies the requirements for amending the Bylaws and Membership Agreement, as follows:

“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.”

ERIC currently has 33 members. A motion to adopt amendments to the Bylaws requires 22 “yes” votes. A motion to adopt amendments to the Membership Agreement require 27 “yes” votes.





Executive Summary

The following summarizes the proposed amendments to ERIC’s governing documents. This summary identifies the relevant section of these documents, identifies the category of the amendment, and provides a brief statement describing the nature of the change. This summary is only a guide. As such, it is necessary to read it alongside the attached proposed amended “clean” and “compare” versions of the Bylaws and Membership agreement for the authoritative and complete language of each proposed provision.

Proposed Amendments to the Bylaws

In addition to harmonizing and clarifying revisions, the proposed amendments do the following:

1. Article II: Members (Operational Enhancement)
 - a. Strike unnecessary references to “ERIC” and other outdated verbiage.
 - b. Clarify the Membership Fee is “nonrefundable,” as it always has been.
2. Article III: Board of Directors (Reform Proposal, Operational Enhancement)
 - a. Repeal Sec. 3: Non-voting Seats on Board of Directors.
 - b. Strike unnecessary references to “ERIC” and other outdated verbiage.
3. Article IV: Committees (Reform Proposal, Operational Enhancement)
 - a. Repeal a reference to “non-voting members of the board of directors.”
 - b. Allow elected member of the Finance Committee to serve up to three, instead of two, consecutive one-year terms.
4. Article V: Officers, Agents and Employees (Operational Enhancement)
 - a. Repeal vague reference to performance data. Note that repeal of performance data requirements is proposed as part of amendments to the Membership Agreement.
5. Article VI: Miscellaneous (Operational Enhancement)
 - a. Emphasize ERIC’s commitment to privacy is rooted in and complies with federal law.

Proposed Amendments to the Membership Agreement

1. Recitations/ “Whereas” clauses (Operational Enhancement)
 - a. Clarify ERIC’s purpose is to improve voter registration in the U.S.
 - b. Remove obsolete references to “local government units” and “on at least a monthly basis” to describe the frequency of when ERIC will provide reports.
2. Section 2: Voter Files and Motor Vehicle Records (Operational Enhancement)
 - a. Clarify definition of “Member Data” to include voter registration data and Motor Vehicle Department (MVD) data.
 - b. Remove allowance/process for members to submit alternative data sources in lieu of MVD data.





- c. Clarify members may request more than one extension of the grace period to submit required data.
 - d. *Note:* Does NOT change current requirements to upload voter registration and MVD data at least once every sixty (60) days.
- 3. Section 3: State Agency Records (Operational Enhancement)
 - a. Repeals this section. No member submits data from other agencies. ERIC has determined other agency data presents significant policy and technical challenges that cannot be mitigated at this time.
- 4. Section 4: Privacy; Use of Data (Operational Enhancement)
 - a. This provision has been substantially re-written to align with ERIC’s longstanding approach to managing requests for reports and other information relating to ERIC. Well before the July 2022 reform proposals, ERIC had been working toward proposing amendments to the data privacy provisions. In June 2022, as part of this effort, ERIC updated its FAQs to outline its approach to protecting ERIC reports. Consistent with the FAQs, the proposed amendments are intended to accomplish several goals, including defining key terms such as “ERIC Reports” and “Third-Party Data”; identifying the legal basis for protecting each ERIC report; and clarifying member obligations and ERIC’s obligations regarding the use and protection of ERIC reports.
- 5. Section 5: State Voter Registration Systems (Reform Proposal [As Modified by the Workgroup])
 - a. New preamble – explicitly identifies the purposes of the reports ERIC provides and better explains what ERIC does/why active use of ERIC is important.
 - b. Modifies existing requirements for requesting ERIC Reports
 - i. Requires new members to use all ERIC reports at least once. Sets a deadline for compliance.
 - ii. Requires current members to use any ERIC report they have not yet utilized. Sets a deadline for compliance.
 - iii. Permits a current member that has used all ERIC Reports at least once to request subsequent reports at its discretion, if at all. In essence, all reports become available “a la carte” style, subject to the specific requirements for each report.
 - iv. Any new or current member that cannot comply with the Voter Participation Report affirmation requirements is ineligible to receive the report and will not submit voting history data for the report. After using at least one Voter Participation Report, current members are not required to request this report or upload voter history data for the report.
 - v. The National Change of Address report remains optional and is excluded from the above requirements.
 - c. Modifies existing requirements and deadlines for acting on ERIC Reports
 - i. Specifies what actions a member must take on each ERIC report.
 - ii. Sets deadlines for taking the specified actions.



- iii. Requires members to certify compliance with these requirements.
 - d. Establishes a new requirement to provide “Accountability and Transparency.”
 - i. Requires ERIC to publish an annual report that summarizes each member’s utilization of the ERIC Reports for the preceding calendar year. The first report must be published in 2025.
 - ii. At a minimum, for each Member, the report must disclose the total number of ERIC reports requested, the specific reports requested, and the frequency by which such reports were requested throughout the preceding calendar year.
 - e. Modifies existing requirements for certifying compliance with ERIC Report requirements.
 - i. Requires the Executive Director to establish a process and deadline for certifying compliance. (The current compliance process is unmanageable and does not work well for ERIC or the members.)
 - ii. Establishes a new requirement that members certify compliance with the requirements for acting on the Duplicates and Deceased reports.
 - iii. Permits member staff other than the designated Member Representative to certify compliance.
 - f. Modifies existing process for deadline extensions.
 - i. Establishes a revised process and deadlines for requesting extensions to request, act on, and certify compliance with the requirements for each type of ERIC Report.
 - g. Modifies process and requirements regarding failure to request, act on, or certify compliance.
 - i. Creates a process to mitigate the risk a new member is automatically removed for unintentionally failing to request a report (and, therefore, act on it and certify compliance).
 - ii. Creates a process to address current members that fail to act on a report or certify compliance. This process accommodates the new proposed “a la carte” report request model available to members that have requested all available ERIC reports at least once.
 - h. Repeals existing provisions that require members to “use” “best efforts” to offer provisional ballots, provide online voter registration, and to “more fully” automate agency-based voter registration.
6. Section 6: Voter Participation Data (Reform Proposal [As Modified by the Workgroup], Operational Enhancement)
- a. Revises this section to conform with proposed changes to ERIC Report requirements summarized above.
 - b. Adds deadlines for submitting voter history data and completing internal investigations, as recommended by the Voter Participation Workgroup (Spring of 2022).



7. Section 8. Performance Data (Operational Enhancement)
 - a. Repeals this section. The intent of this section, and the accompanying Exhibit C, was to collect data over time that could be used to evaluate whether membership in ERIC improves voter registration and increases efficiencies in the voting process. ERIC is not collecting these data and several of the data points in Exhibit C are already reported to the U.S. Elections Assistance Commission for its “Election Administration and Voting Survey.” Program evaluation remains a vital goal and ERIC should develop and collect an updated set of performance data points in the future. Until then, repealing this section and the accompanying Exhibit align the Membership Agreement with operational reality.
8. Section 9. State Specific Requirements (Operational Enhancement)
 - a. Edited reference to the Exhibit designation in light of proposed repeal of Section 8 and its accompanying Exhibit.
9. Section 16. Communications; Notices. (Operational Enhancement)
 - a. Repeal requirement to maintain and distribute roster of Notice Details for each Member.
10. Section 17. Counterparts. (Operational Enhancement)
 - a. Clarifies the Membership Agreement may be signed via electronic signatures, as has always been the case.
11. Exhibits A & B (Operational Enhancements)
 - a. Revise membership signature page to ease completion of the form.
 - b. Modify high-level summary of the data fields that must be submitted to ERIC, reflecting more accurately the data ERIC receives. More detailed technical specifications, including data fields that must be included are provided to members as part of the technical onboarding process.

ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

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ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

BYLAWS

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, 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 ~~ERIC~~ Executive Director who shall, in turn, notify the Membership.

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 Board of Directors, 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.

Section 4. Membership Fee. Upon admission and execution of the Membership Agreement, each member shall pay a one-time, non-refundable Membership Fee of \$25,000 to the

Corporation. With respect to individual members, the schedule for payment of the Membership Fee may be modified by the Board of Directors.

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 of Directors. The Dues Schedule may be amended, modified, or substituted by a vote of the Membership, however, the schedule for payment of dues by individual members may be modified by the Board of Directors. 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 Membership 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 and ERIC’s~~ Executive Director, who shall, in turn, notify the Membership. 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 Membership 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 herein or in the Membership Agreement. Such automatic removal shall be effective upon written notice by the Chair of the Board of Directors and/or ~~ERIC’s~~ 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 Board of Directors. The Board of Directors 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 Board of Directors 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 Board of Directors. The annual meeting 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 Board of Directors for annual and regular meetings and in the notice of meeting for special meetings. The Board of Directors 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 Membership shall be published following 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, ~~in the case of public meetings,~~ 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, ~~or upon request of the Executive Director.~~ 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. The Member Representative shall provide written notice to ~~ERIC's~~ Executive Director of the proxy within a reasonable period of time in advance of the meeting of the members.

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. Appointment of Directors. All members of the Corporation have a right to appoint their Member Representative to serve as a director on the Board of Directors. Upon admission to Membership under Article II, Section 2 or in the event of a vacancy, member shall inform ~~ERIC's~~ Executive Director in writing whether it wishes to have its Member Representative serve or continue to serve on the Board of Directors. Declining to have a Member Representative serve on the Board of Directors shall have no effect on the Member's other rights under these Bylaws, and such member shall have the right to appoint or reinstate their Member Representative to the Board of Directors at any time by providing written notice to ~~ERIC's~~ Executive Director who shall, in turn, notify the Board of Directors.

~~**Section 3. Non-Voting Seats on Board of Directors.** The Board of Directors may include up to two non-voting members of the Board for individuals who are experts in voting and elections but not governmental employees. Such non-voting directors shall serve two-year, renewable terms.~~

~~**Section 4.**~~**Section 3. 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 5.**~~**Section 4. 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 of Directors.

~~**Section 6.**~~**Section 5. Vacancies.** If a Member Representative position on the Board of Directors becomes vacant for any reason including resignation or removal, the chief election

official shall appoint a replacement in accordance with Article II, section 1 and shall notify the Executive Director in writing whether it wishes to have its replacement Member Representative serve as a director on the Board of Directors.

~~Section 7.~~**Section 6. 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 of Directors shall be held at such times as may be fixed by the Board of Directors. Special meetings of the Board of Directors may be held at any time whenever called by the Chair of the Board, ~~any two~~ or more directors, or ~~ERIC's~~the Executive Director. Any Member Representative who is not a director may attend any meeting of the Board of Directors.

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 of Directors for annual and regular meetings and in the notice of meeting for special meetings. Minutes of any meeting of the Board of Directors shall be published following the meeting.

~~Section 8.~~**Section 7. Notice.** Annual and special meetings of the Board of Directors 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 9.~~**Section 8. 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 of Directors. Directors are not permitted to give a proxy to someone to act on his or her behalf with respect to actions of the Board of Directors.

~~Section 10.~~**Section 9. 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 of Directors 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 of Directors or such committee shall be filed with the minutes of the proceedings of the Board of Directors 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 11.~~Section 10. **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) approve or remove members; d) elect or remove officers; e) remove directors; f) elect ~~or remove non-voting members of the Board of Directors;~~ g) ~~elect~~ members of committees; h) hire or discharge an executive director; i) adopt an agreement of merger or consolidation; j) recommend to the Membership the sale, lease or exchange of all or substantially all of the Corporation's property and assets; or k) 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, except with respect to quorum. In the absence of a contrary provision established by the Board of Directors, 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 of Directors, and the Executive Director shall serve as a non-voting member of the Executive Committee (collectively the “*ex officio* members”). Vacancies in the *ex officio* membership of the Executive Committee shall be addressed in accordance with Article V.

(b) Elected Membership: In addition to the *ex officio* members, until the Membership reaches thirty-four, the Executive Committee shall include two voting members of the Board of Directors elected by the Board of Directors. When the Membership reaches thirty-five, the number of voting members of the Board of Directors serving on the Executive Committee shall increase to four, with the election of the additional members occurring within a reasonable time following the admission of the thirty-fifth member. Such committee members shall serve in this capacity for terms of one year, not to exceed two consecutive one-year terms. In the event of a vacancy among the elected membership of the Executive Committee, in accordance with subsection d below, the Executive Committee shall take reasonable steps to propose a replacement to fill the unexpired term of his or her predecessor.

(c) Chair of Executive Committee: The Chair of the Board of Directors 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 of Directors, 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 of Directors a slate of candidates for officer positions and elected members of the Executive and Finance Committees, including in the event of a vacancy, and the Executive Director; and, in consultation with the Finance Committee, reviewing the compensation and performance of 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 [or more](#) of its members. Actions of the Executive Committee shall be reported to the Board of Directors.

Section 7. Finance Committee.

(a) Ex Officio Membership: The Finance Committee shall consist of the Treasurer and Secretary of the Board of Directors, and the Executive Director shall serve as a non-voting member of the Finance Committee (collectively, the “*ex officio* members”). Vacancies in the *ex officio* membership of the Finance Committee shall be addressed in accordance with Article V.

(b) Elected Membership: The Finance Committee shall include one voting member of the Board of Directors elected by the Board. This committee member shall serve in this capacity for terms of one year, not to exceed [twothree](#) consecutive one-year terms. In the event the voting member position on the Finance Committee becomes vacant, in accordance with subsection d below, the Executive Committee shall take reasonable steps to propose a replacement to fill the unexpired term of his or her predecessor.

(c) Chair of Finance Committee: The Treasurer shall be the Chair of the Finance Committee.

(d) Role and Powers of Finance Committee: Except as set forth in Article IV, Section 1 above, or as otherwise proscribed by the Board, the Finance Committee shall have the authority to exercise all powers of the Board of Directors between meetings of the Board. The Finance Committee will assist the Board of Directors with its financial oversight responsibilities including reviewing and recommending approval of the annual operating budget; reviewing periodic financial reports; and overseeing the management of financial assets and audits. The Finance Committee shall hold regular meetings at such times as it shall determine and special meetings as requested by any of its members. Actions of the Finance Committee shall be reported to the Board of Directors.

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, the Executive Director, and may include such other officers as may be deemed necessary.

Section 2. Term of Office, Vacancies and Removal. The officers, other than the Immediate Past Chair and the Executive Director, shall be elected by the Board of Directors from among its membership at the annual meeting of the Board. The Board of Directors 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 of Directors 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 of Directors may fill such vacancy. Any officer so appointed or elected shall serve only until such time as the unexpired term of his or her predecessor shall have expired unless re-elected by the Board of Directors. Any officer may be removed by a vote of the majority of the entire Board of Directors 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 of Directors.

(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 and members, 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 oversee the custody of the corporate seal of the Corporation, if any; and shall have authority to affix or cause to be affixed the same to any instrument requiring it; and, when so affixed, it may be attested by his or her signature. The Board of Directors 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 be chair of the Finance Committee. The treasurer shall oversee 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 or cause to be deposited 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 of Directors, ~~and at the annual membership meeting~~, the Treasurer shall render or cause to be provided a statement of accounts. The Treasurer shall at all reasonable times exhibit or cause to be exhibited the books and accounts to any officer or director of the Corporation, and shall perform or cause to be performed all duties incident to the office of Treasurer, subject to the supervision of the Board of Directors, and such other duties as shall from time to time be assigned by the Board. The Treasurer shall, if required by the Board of Directors, 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 of Directors; 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 of Directors 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 of Directors 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~~ in the custody of the Executive Director (1) correct and complete books and records of accounts, (2) minutes of the proceedings of its Board of Directors, members, 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, in accordance with federal law.

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~~improvements to voter registration 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~~Director 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”):~~Registration Data and Motor Vehicle Department Data.

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- 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 the following data to ERIC: (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, ("Voter Registration Data"), and (2) all licensing or identification records ~~contained in the from~~ motor vehicles ~~database departments~~ (excluding those fields unrelated to voter eligibility, such as fields related to an individual's driving record), including those fields identified in Exhibit B: ("MVD Data"). 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 requests to the Executive Director of ERIC for a reasonable extensionextensions of the grace period deadline if Member is unable to meet that deadlineupload Member Data 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. If a grace period expires without a transmission to ERIC of Member Data from the Member, the Member shall be automatically removed from membership in accordance with the Bylaws.~~

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- ~~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 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.~~
- ~~3. Use and Protection of Data: The ERIC Reports, Member Data, Third-Party Data, 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 Information.~~
 - ~~a. Definitions. The following definitions pertain to this Section and the Agreement as a whole.~~
 - ~~i. ERIC (“Reports: Using Member Data (defined in Section 2 of this Agreement) and, in some cases, data from third-party sources, ERIC Data”) (Member Data, Additional Member Data and ERIC Data shall makes the reports described below available to its Members. These reports, in whole or in part, shall be collectively referred to in this Agreement as “Data”) in its possession. The Member ERIC Reports.”~~
 - ~~A. Eligible but Unregistered Report: This report identifies individuals who appear to be eligible to register to vote in a member state but who do not appear to be registered. This report contains MVD Data and Voter Registration Data.~~
 - ~~B. Cross-State Movers Report: This report identifies voters who appear to have moved from one ERIC member state to another ERIC member state. This report contains MVD Data and Voter Registration Data.~~
 - ~~C. In-State Movers Report: This report identifies voters who appear to have moved within the member state or who have updated their contact information. This report contains MVD Data and Voter Registration Data.~~
 - ~~D. Duplicate Report: This report identifies voters with duplicate registrations within the member state. This report contains Voter Registration Data. MVD Data is used to help strengthen the matches identified in this report but is not contained in the report.~~
 - ~~E. Deceased Report: This report identifies voters who may have died. This report is created using Social Security death data known as the~~

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Limited Access Death Master File (“LADMF”). This report contains Voter Registration Data that matches the LADMF Data. MVD Data is used to help strengthen the matches identified in this report but is not contained in the report.

F. **Voter Participation Report:** This report identifies voters who appear to have voted (1) more than once in the Member jurisdiction in the same election, (2) in more than one Member jurisdiction in the same election, or (3) on behalf of a deceased voter within the Member jurisdiction. This report contains MVD Data and Voter Registration Data. In addition, this report contains voter history data.

G. **National Change of Address (NCOA) Report (“NCOA Report”):** This report identifies voters who have moved using NCOALink data ERIC licenses from the United States Postal Service (“USPS”). There is no Member Data contained in this report.

- ii. **Third-Party Data:** The LADMF data and the NCOALink data ERIC uses to create the Deceased Report and the NCOA Report, respectively, is collectively referred to herein as “Third-Party Data.”
- iii. **ERIC Information:** Information relating to ERIC other than ERIC Reports, Member Data or Third-Party Data is collectively referred to herein as “ERIC Information.” By way of illustration only, ERIC Information includes, but is not limited to, ERIC governing documents, membership dues invoices, communications between the Member and ERIC, ERIC’s Information Security Management Plan, and documentation of ERIC’s federal tax-exempt status.
- iv. **Records Request(s):** All requests to members for ERIC Reports, Member Data, Third-Party Data or ERIC Information, including but not limited to requests that invoke state public records laws or the National Voter Registration Act (“NVRA”), to which a member believes it has a legal obligation to respond or comply with shall be collectively referred to in the Agreement as “Records Request(s).”

b. Member Representations.

- i. Member represents and warrants that ~~all uses and transmission~~the transmission of ~~Data originating from the Member Data~~ to ERIC and/or ERIC’s agents, contractors or subcontractors ~~comply fully with required~~ under this Agreement and its use of ERIC Reports is and shall continue to be conducted in compliance with applicable state, federal and local laws, rules, and regulations. ~~The~~

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- a.ii. Member shall not use or, transmit, sell, or disclose any ERIC Reports, Member Data, Third-Party Data or ERIC Information 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, supporting the operations of ERIC, and responding to Records Requests consistent with the terms of this Agreement.
- iii. Member shall use its best efforts to prevent the Unauthorized Use or Disclosure of Data—(defined in subsection (g)(i) below) of ERIC Reports, Member Data, Third-Party Data, or protected ERIC Information.
- c. Confidentiality of ERIC Reports. The Member agrees that the federal statutes and regulations identified below (“Federal Protections”) protect and prohibit the disclosure of certain ERIC Reports, Member Data, and Third-Party Data. The Member agrees to prevent disclosure of and otherwise protect the ERIC Reports, Member Data, and Third-Party Data in accordance with the Federal Protections, including when responding to Records Request(s), as more fully set forth below.
 - i. Driver’s Privacy Protection Act (“DPPA”): MVD is protected from disclosure under the DPPA, 18 U.S.C. § 2721 et seq, unless a statutory exception applies.
 - ii. LADMF Regulations: LADMF data is protected from disclosure under Section 203 of the Bipartisan Budget Act of 2013, 42 U.S.C. § 1306c, and associated regulations administered by the National Technical Information Service, 15 CFR Part 1110 (“LADMF Regulations”), during the three-calendar year period starting from the date of death. The National Technical Information Service has certified ERIC to receive LADMF data, which ERIC uses to prepare Deceased Reports for Members.
 - iii. NCOALink Regulations: The NCOALink data used to create the NCOA Report is generally protected from disclosure pursuant to ERIC’s license agreement with the USPS. The license agreement is expressly subject to and derived from federal statutory privacy provisions under the Nondisclosure of Lists of Names and Addresses Act, 39 U.S.C. § 412 and the Privacy Act, 5 U.S.C. § 552a (“NCOALink Regulations”).
- d. Release of ERIC Reports, Member Data, and Third-Party Data.
 - i. In accordance with the Federal Protections enumerated above, Member shall not release or disclose the following Reports in whole or in part:

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- A. **Cross-State Movers, In-State Movers, and Eligible but Unregistered Reports**, unless a valid DPPA statutory exception applies;
 - B. **Deceased Reports** or data contained therein during the three-year period of protection described above, unless the requestor is a “certified person” as set forth in the LADMF Regulations;
 - C. **NCOA Reports**; or
 - D. **Voter Participation Reports**, which, in addition to the Federal Protections, and as set forth above are prohibited from release under state law.
 - ii. In accordance with Federal Protections above, Member is permitted to release the following ERIC Reports:
 - A. **In-State Duplicate Report**; and
 - B. **Deceased Report** or data contained therein after the expiration of the three-year period of protection for the LADMF data described above.
- e. Process for Managing of Records Requests for ERIC Reports, Member Data, Third-Party Data, and ERIC Information.
 - i. When a Member receives Records Request(s) for ERIC Reports, Member Data, Third-Party Data or ERIC Information, Member shall notify and confer with the ERIC Executive Director before releasing any information in response to the Records Request(s). The purpose of this requirement is to advance the goals of (a) fostering open communication between ERIC and its Members regarding the disclosure of information relating to ERIC in accordance with this Agreement and the Federal Protections; (b) creating consistency across the Membership with respect to the handling of the release of information relating to ERIC; (c) allowing for the case-by-case assessment of requests, including whether the request is for information that might legally be protected from disclosure on grounds other than those outlined in subsection (c).
 - ii. Member shall not have an obligation under this Agreement to release an ERIC Report, Member Data, Third Party Data or ERIC Information in response to Records Request(s) even if authorized to do so under the Agreement, including, by way of example and not limitation, if the Member determines that doing so would violate an applicable law in Member’s jurisdiction.

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f. ERIC Representations.

- i. ERIC represents and warrants that it does not and shall not use or transmit any ERIC Reports, Member Data, Third-Party Data or ERIC Information for any purpose other than providing services to its Members. ERIC's services to its members includes, but is not limited to, undertaking research projects with the assistance of third-parties to help evaluate and assess ERIC, provided that such research is in accordance with its status as a non-partisan organization exempt from federal taxation under 501(c)(3) of the Internal Revenue Code. Before undertaking any such research project, the ERIC Executive Director shall obtain the approval of the Executive Committee. ERIC's services may also include responding to requests for information from third-parties.
- ii. ERIC represents and warrants that it does and shall use its best efforts to prevent an ERIC Unauthorized Disclosure (defined in subsection (g)(ii)) of ERIC Reports, Member Data, Third-Party Data or protected ERIC information.
- iii. If ERIC receives a request from a third-party for ERIC Reports, Member Data, Third-Party Data or ERIC Information, ERIC will generally refer the requestor to the relevant member(s), understanding that ERIC may provide the requestor with public information such as information relating to its status as a 501(c)(3) public charity. If ERIC otherwise determines it is legally obligated to respond directly to a third-party information request, it will do so in accordance with subsections (c) and (d), after first notifying the Executive Committee.

g. Unauthorized Use or Disclosure of Data.

- i. Member: Should there be an unauthorized or impermissible use, access, acquisition, or disclosure or transmission of Dataan ERIC Report, Member Data, Third-Party Data or protected ERIC Information, regardless of whether it is accidental or intentional (for example, Member intentionally sells, distributes, publishes or uses anyan ERIC DataReport for anya purpose other than election administration, including anya commercial purpose) or the responsibility ofby a third party (collectively, "Unauthorized Disclosure"), Member shall, withintake the following steps:

A. **Notice to ERIC:** Member shall report to the Executive Director of ERIC immediately upon learning of any Unauthorized Disclosure. ERIC will notify the entire Membership of the Unauthorized Disclosure within a reasonable period of time thereafter, but no less than as required under federal or state law.

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B. Member Legal Management of Unauthorized Disclosure: Where applicable, Member shall address the Unauthorized Disclosure in accordance with law and keep the ERIC Executive Director reasonably apprised of its efforts to do so and its progress.

b.C. ERIC Remediation Process: Within ninety (90) days of ERIC receiving notice of the Unauthorized Disclosure, Member shall (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, providesprovide 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 (or at a subsequent meeting as determined by the Executive Director of ERIC, in consultation with the Board Chair), following the Member's compliance with sub-sections (a) and (b) above, the Board 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 or losses related to or stemming from the Unauthorized Disclosure.

e. 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.

d.ii. Unauthorized Disclosure of Data/Indemnification-ERIC: Should there be an unauthorized disclosure of ~~motor vehicle data~~ Member Data, Third-Party Data, or ERIC Reports by ERIC, whether accidental or intentional or the responsibility of a third party ("ERIC Unauthorized Disclosure"), ERIC shall immediately give notice to Members, and take such other steps as required by law, insurance policies, and its incident response plan. ERIC shall keep the membership reasonably apprised of the steps it is taking to address the ERIC Unauthorized Disclosure. 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 attributable to a negligent act

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or omission by ERIC, capped at the limit of any applicable ERIC insurance policy.

h. Miscellaneous. 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.

4. Utilizing ERIC Reports to Improve the Accuracy of State Voter Rolls, Increase Access to Voter Registration, and Investigate Possible Cases of Illegal Voting.

ERIC securely analyzes Member Data and Third-Party Data in order to provide its Members with the ERIC Reports. Members use the ERIC Reports to improve the accuracy of their voter registration rolls, provide voter registration information to potentially eligible but unregistered individuals, and investigate possible cases of illegal voting. "Member Data" is defined in Section 2 of this Agreement. "Third-Party Data" and "ERIC Reports" are defined in Section 3 of this Agreement.

Well-timed, frequent, and effective use of ERIC Reports will result in more accurate and up to date voter rolls at any given time. Additionally, more eligible citizens will be registered to vote. ERIC recognizes that Members have other significant year-around legal obligations associated with conducting elections. In recognition of these complex conditions, Members must request and act on ERIC Reports as specified in this section, and in a manner that complies with applicable federal and state laws.

a. Requirements for requesting ERIC Reports; schedules and deadlines. For the purposes of this subsection, a Member's Date of Certification is the date established pursuant to Section 2(a) of this Agreement.

i. Initial Reports:

A. Each Member must request and act on an Eligible but Unregistered Report by October 1 or fifteen (15) days before the close of registration, whichever is earlier, of the first Federal General Election following the Member's Date of Certification. For the purposes of this requirement, close of registration means the earliest of the final day to register by mail or online. In furtherance of ERIC's mission and to maximize the value of the Eligible but Unregistered report, the Member must request and act on it during a year in which a Federal General Election occurs.

B. Each Member must request and act on a Cross-State Movers Report, an In-State Movers Report, a Duplicate Report, and a Deceased Report within 12 months of the Member's Date of Certification. To be clear, each Member must request and act on all four reports specified in this subsection within the 12-month deadline.

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C. Each Member must request a Voter Participation Report for the first Federal General Election following the Member's Date of Certification, unless the Member is deemed ineligible to receive this report pursuant to Section 5 of this Agreement.

ii. Subsequent Reports: NOTE: This section begins on next page.]

~~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 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~~

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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.

A. 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. After a Member requests and acts on the ERIC Reports specified in subsections (i)(A) and (i)(B) above, the Member may request the report in these subsections on a schedule deemed appropriate by the Member and upon which ERIC staff can reasonably provide the requested reports. Members must complete action on any ERIC Report received by the deadline for that report as specified in subsection (b). In furtherance of ERIC's mission, and to maximize the value of membership in ERIC, Members are strongly encouraged to utilize these reports as frequently as possible while complying with applicable federal and state laws.

B. After an eligible Member requests and acts on the initial Voter Participation Report, the Member may request these reports pursuant to Section 5 of this Agreement.

C. Any Member who has not requested and acted on an ERIC Report specified in subsections (i)(B) and (i)(C) at least once by the date this section is adopted must request and act on the report(s) not yet requested. For unrequested reports specified in subsection (i)(B), the member has 12 months from the date this section is adopted to comply with this requirement. For an unrequested Voter Participation Report, all Members not deemed ineligible must request it for the next Federal General Election in which it is available.

iii. National Change of Address Report: Each Member may request a National Change of Address Report any time following the Member's Date of Certification. Members are not required to request this report as a condition of membership.

b. Requirements for acting on ERIC Reports, deadlines for taking action.

This section addresses deadlines and required actions for the Eligible but Unregistered, Cross-State Movers, In-State Movers, Duplicates, and Deceased

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Reports. See Section 5 for the deadlines and requirements pertaining to the Voter Participation Reports.

i. Eligible but Unregistered Report:

- A. These reports must be used to provide voter registration information to potentially eligible but not yet registered individuals.
- B. When the Member receives an Eligible but Unregistered Report the Member must act on the report by, at a minimum, initiating contact with all individuals identified in the report deemed potentially eligible by the Member for the purposes of providing information on the most efficient way to register to vote, including the deadlines and eligibility requirements for registering as specified in applicable state or federal laws.
- C. For the purposes of this Agreement, “individuals identified in the report deemed potentially eligible by the Member” refers to the individuals who remain on the Contact List after the Member has used any other official federal, state, or local data sources, or records internal to the Member, to identify and remove from the contact list individuals who are not eligible pursuant to state law.
- D. For the purposes of this Agreement, “Contact List” refers to the final list of potentially eligible but unregistered individuals provided to the entity responsible for preparing the mailing (or any other form of contact) to the recipient of the voter registration information.
- E. Members may not remove from the Contact List any individual identified in the report who otherwise appears to be eligible to register under federal or state law.
- F. Members are not required to initiate contact with eligible or potentially eligible individuals more than once at the same address. Members are not required to contact any individual who has affirmatively confirmed their desire not to be contacted pursuant to this Agreement or who is otherwise ineligible to vote in the Member’s state.
- G. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.

ii. Cross-State and In-State Movers Reports:

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- A. These reports must be used to improve the accuracy of the Member's voter rolls.
- b.B. When a Member receives a Cross-State Movers or In-State Movers Report the Member must act on the report by, at a minimum, initiating contact with all voters identified in the report 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. This requirement does not prevent the Member from taking any other action on a voter record identified in these reports that may be required by federal or state law.
- C. ERIC recognizes Members may exclude from contact conducted in accordance with this subsection any voter identified in these reports where other official federal, state, or local data sources, or records internal to the Member, indicate the voter record is not out of date or inaccurate. Upon the request of the Executive Director, Members must provide to ERIC details on the excluded voter records.

~~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 91st 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*.~~

- ~~e. 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

D. Voter Participation Data. Each Member has ninety (90) days after the report was provided to initiate contact with all voters for whom data in the report indicates a record is inaccurate or out of date.

E. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.

iii. Duplicate and Deceased Voters Reports:

A. These reports must be used to improve the accuracy of the Member's voter rolls.

B. When a Member receives a Duplicate or Deceased Report the Member must act on the report by, at a minimum, resolving all duplicate registrations or removing all deceased voters identified in these reports. This requirement does not prevent the Member from taking any other action on a voter record identified in these reports that may be required by federal or state law.

C. ERIC recognizes Members may not act on any voter record identified in these reports where other official federal, state, or local data sources, or records internal to the Member, indicate the voter is not deceased or the record is not a duplicate. Upon the request of the Executive Director, Members must provide to ERIC details on these voter records.

D. Each Member has ninety (90) days after the report was provided to act on all voter records for which data in the Deceased Report indicates the voter is deceased or for whom the data in the Duplicates Report indicates a registration record is a duplicate.

E. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.

c. Accountability and Transparency. By July 1 of each year, the Executive Director must cause to be published a report of each Member's utilization of the ERIC Reports for the previous calendar year. At a minimum, for each Member, the report must disclose the total number of ERIC Reports requested, the specific ERIC Reports requested, and the frequency by which such ERIC Reports were requested throughout the preceding year. In consultation with the Executive Committee, the Executive Director may include other content related to how Members used ERIC in the preceding year. The first report will be published by July 31, 2025.

d. Certifying compliance with ERIC Report requirements.

EXHIBIT A

- i. The goals of certifying compliance with Subsection (b) are to 1) ensure Members take seriously their obligations to effectuate ERIC’s mission of improving the accuracy of state voter rolls and providing voter registration information to all eligible citizens, 2) hold Members accountable to the public and to other members of the organization, and 3) provide ERIC with information needed to evaluate its effectiveness.
- ii. In the manner and by the deadline prescribed by the Executive Director, Members must provide written certification to the Executive Director that the Member has or has not complied with the requirements for acting on the Cross-State Movers, In-State Movers, Duplicate, Deceased, Eligible but Unregistered, and Voter Participation Reports. In consultation with the Executive Committee, the Executive Director may ask Members to submit supplemental information that may be useful to evaluating ERIC’s effectiveness.
- iii. Upon advance written notice from the Member Representative, Member staff other than the designated Member Representative may certify compliance. Written notice must be submitted via email to the Executive Director not less than one (1) day prior to the Member submitting the certification.
- iv. ERIC recognizes some Members may, on occasion, be unable to certify compliance due to voter registration system limitations, technical difficulties, or other circumstances. These Members must communicate such limitations or circumstances in writing to the Executive Director at 30 days prior to the first certification deadline established by the Executive Director or as such circumstances arise at any point during membership in ERIC. The Executive Director will assess the circumstances preventing the certification and work with the Member to determine if there are acceptable alternatives to achieving the goals of the certification requirement. This determination is in the sole discretion of the Executive Director, though the Executive Director will consult with the Executive Committee during the assessment process.
- e. Deadline extensions to request a report, act on a report, or certify compliance with report requirements.
 - i. Eligible but Unregistered Reports:
 - A. Members may submit a written request for a reasonable extension to request their initial Eligible but Unregistered Report. The request must

EXHIBIT A

be submitted to the Executive Director not less than thirty (30) days before the applicable deadline. The request must set forth the reasons for the extension and provide a specific date when the report will be requested. Due to the inability to reschedule a Federal General Election, an extension must be based on and will only be granted in extraordinary circumstances.

B. Members may submit a written request for a brief extension to act on an initial or subsequent Eligible but Unregistered Report. The request must be submitted to the Executive Director not less than seven (7) days before the applicable deadline. The request must set forth the reasons for the extension and provide a specific date when contact will be initiated, except that the Member must initiate contact by a date that provides time for individuals on the Contact List to register and vote in the forthcoming Federal General Election.

C. Members may submit a written request for an extension to certify compliance with the requirements for this report in the manner and by the deadline established by the Executive Director pursuant to subsection (d).

ii. Cross-State and In-State Movers Reports:

A. Members may submit a written request for a reasonable extension to request or act on an initial Cross-State or In-State Movers report. The request must be submitted to the Executive Director not less than thirty (30) days before the 12-month deadline to request the report, or thirty (30) days before the deadline to initiate contact. The request must set forth the reasons an extension is needed and provide a specific date when the report will be requested, or contact will be initiated.

B. Members may submit a written request for a reasonable extension to act on a subsequent Cross-State or In-State Movers report. The request must be submitted to the Executive Director not less than thirty (30) days before the 90-day deadline. The request must set forth the reasons an extension is needed and provide a specific date when the report will be requested, or contact will be initiated.

C. Members may submit a written request for an extension to certify compliance with the requirements for these reports in the manner and by the deadline established by the Executive Director pursuant to subsection (d).

EXHIBIT A

iii. Deceased and Duplicates Reports:

- A. Members may submit a written request for a reasonable extension to request or act on voter records identified in an initial Deceased or Duplicates Report. The request must be submitted to the Executive Director not less than (30) days before the 12-month deadline to request the report, or thirty (30) days before the deadline to act on the report. The request must set forth the reasons an extension is needed and provide a specific date when the report will be requested, or action will be completed.
- B. Members may submit a written request for a reasonable extension to act on a subsequent Deceased or Duplicates Report. The request must be submitted to the Executive Director not less than thirty (30) days before the 90-day deadline. The request must set forth the reasons an extension is needed and provide a specific date when action will be completed.
- C. Members may submit a written request for an extension to certify compliance with the requirements for these reports in the manner and by the deadline established by the Executive Director pursuant to subsection (d).

iv. Voter Participation Reports.

- A. Members may submit a written request for a reasonable extension to complete its internal investigations arising from possible cases of illegal voting identified in a Voter Participation Report. The request must be submitted to the Executive Director not less than fifteen (15) days prior to the applicable deadline. The request must set forth the reasons for the extension request and provide a specific date when the internal investigations will be completed.
 - B. Members may submit a written request for an extension to certify compliance with the requirements for this report in the manner and by the deadline established by the Executive Director pursuant to subsection (d).
- v. The Executive Director has sole discretion on whether to grant an extension under this subsection or proceed to the applicable Member removal provisions in subsection (f). The Executive Director will inform

EXHIBIT A

the Executive Committee of all extension requests submitted pursuant to this section.

f. Failure to request and complete action on reports.

- i. The Executive Director must notify, or cause to be notified, in writing, a Member who appears to be at risk of missing a deadline to request its initial Cross-State Movers, In-State Movers, Duplicates, Deceased, Eligible but Unregistered, or Voter Participation Report. A Member who fails to request, act on, or certify any initial report by the applicable deadline, and who fails to request an extension on any of these requirements as provided in subsection (e), is automatically removed from ERIC Membership.
- ii. A Member who fails to act on or certify any of their subsequent ERIC Reports by the applicable deadlines, and who fails to request an extension as provided in subsection (e), may be suspended from receiving additional ERIC Reports. Whether to suspend access to additional reports, and the duration of such suspension, is in the sole discretion of the Executive Director. The Executive Director shall take into account the circumstances of the failure to complete the required action and failure to request an extension, including whether the Member appeared to otherwise be acting in good faith to comply with the applicable requirements. The Executive Director will inform the Executive Committee of any actions taken pursuant to this subsection.

5. Voter Participation Reports.

6.a. ERIC recognizes that the appearance of improper/illegal voting, allegations of improper/illegal voting, and actual improper/illegal voting undermines public confidence in the electoral process and election outcomes. ERIC can be a tool to identify potentially improper/illegal votes, and refer them to Members for further investigation consistent with each state's laws. For the purposes of this Agreement, "improper/illegal votes" means votes cast by an individual who may have voted more than once in the Member jurisdiction at the same election, voted in more than one Member jurisdiction at the same election, or voted on behalf of a deceased voter within the Member jurisdiction.

Upon the written request of a Member Representative, ERIC shall provide the Member with data identifying voters who appear to have cast improper votes in a preceding election. Members shall not be required to request these data. Use or acceptance of these data shall not be a condition of membership.

EXHIBIT A

- b. After completing an initial Voter Participation Report, eligible Members may request Voter Participation Reports following each Federal General Election as provided in subsection (c). An eligible Member is not required to request this report after they have requested and acted on their initial Voter Participation Report.
 - c. To receive ~~these data~~ the Voter Participation Report, Members ~~shall~~ must submit a written request to the Executive Director at least 30 calendar days before the applicable election. In the written request, the Member must: (1) specify the election for which it requests data identifying voters who appear to have cast improper votes, (2) affirm that it will submit to ERIC voting history data for the applicable election in a manner consistent with how voter files and motor vehicle records are submitted to ERIC, (3) affirm that it will accept the requested data from ERIC, (4) affirm that it will complete a reasonable internal investigation of any possible improper votes before publicly releasing information about the data, and (5) affirm that it can protect the confidentiality of the ~~individual-level data~~ Voter Participation Report, either by state law or administrative rule, until the internal investigation is complete and the findings are turned over to law enforcement.
 - d. Any Member unable to provide the affirmation required in c(5) is deemed ineligible to receive the Voter Participation Report and must submit to the Executive Director a written explanation of why the Member cannot provide the affirmation in c(5). Members deemed ineligible to receive this report, or who do not request the report, are not required to submit voting history data for use in preparing Voter Participation Reports.
 - e. A Member who requests a Voter Participation Report must submit to ERIC the required voting history data no later than 90 days from the date the Member certifies the applicable Federal General Election pursuant to the Member's state law. In consultation with the Executive Director, the Member may request a deadline extension to accommodate a recount(s) or other post-election activity required by state law that will prevent the member from providing the voting history data by the 90-day deadline.
 - f. A Member who requests a Voter Participation Report must refer all findings of credible cases of illegal voting to the appropriate law enforcement authorities, as designated by the Member's state law, no later than December 31 of the calendar year following the applicable Federal General Election or 180 days after the Member receives its final Voter Participation Report, whichever is later.
- 7.6. 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.
8. 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.~~

EXHIBIT A

~~7.~~ 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.C.~~

~~9.~~

~~10.~~8. 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.

9. 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.~~

10. 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.~~

11. 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 a majority vote of the entire Membership. 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.~~

14.12. 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.

~~15.~~13. 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.

14. 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

EXHIBIT A

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.~~

~~17.~~15. 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. ~~This Agreement may be executed using electronic signatures.~~

16. 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.~~

~~19.~~17. Headings and Subsections. Section headings are provided for reference and do not constitute part of this Agreement.

~~20.~~18. 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: _____

<u>Notice Details:</u>	<u>With a copy to:</u>
Name: _____	Name: _____
Title: _____	Title: ERIC Executive Director
Address: _____	Address: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Email: _____	

[MEMBER]

By: _____
Name: _____
Title: _____
Date: _____

<u>Notice Details:</u>	<u>With a copy to: (optional):</u>
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Email: _____	Email: _____

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~~
- ~~10.8. Phone number~~
- ~~11.9. E-mail address or other electronic contact method~~

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)
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

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).

ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

BYLAWS

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ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

BYLAWS

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, 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 Executive Director who shall, in turn, notify the Membership.

Section 2. Admission of Members. Any jurisdiction seeking membership shall apply to the Executive Director. 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 Board of Directors, 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.

Section 4. Membership Fee. Upon admission and execution of the Membership Agreement, each member shall pay a one-time, non-refundable Membership Fee of \$25,000 to the

Corporation. With respect to individual members, the schedule for payment of the Membership Fee may be modified by the Board of Directors.

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 of Directors. The Dues Schedule may be amended, modified, or substituted by a vote of the Membership, however, the schedule for payment of dues by individual members may be modified by the Board of Directors. 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 Membership 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 Executive Director, who shall, in turn, notify the Membership. 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 Membership 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 herein or in the Membership Agreement. Such automatic removal shall be effective upon written notice by the Chair of the Board of Directors and/or the 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 Board of Directors. The Board of Directors 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 Board of Directors for the transaction of 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 Board of Directors. The annual meeting 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 Board of Directors for annual and regular meetings and in the notice of meeting for special meetings. The Board of Directors 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 Membership shall be published following 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, in the case of public meetings, 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, a majority of the entire Membership, or upon request of the Executive Director. 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. The Member Representative shall provide written notice to the Executive Director of the proxy within a reasonable period of time in advance of the meeting of the members.

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. Appointment of Directors. All members of the Corporation have a right to appoint their Member Representative to serve as a director on the Board of Directors. Upon admission to Membership under Article II, Section 2 or in the event of a vacancy, member shall inform the Executive Director in writing whether it wishes to have its Member Representative serve or continue to serve on the Board of Directors. Declining to have a Member Representative serve on the Board of Directors shall have no effect on the Member's other rights under these Bylaws, and such member shall have the right to appoint or reinstate their Member Representative to the Board of Directors at any time by providing written notice to the Executive Director who shall, in turn, notify the Board of Directors.

Section 3. 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 4. 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 of Directors.

Section 5. Vacancies. If a Member Representative position on the Board of Directors becomes vacant for any reason including resignation or removal, the chief election official shall appoint a replacement in accordance with Article II, section 1 and shall notify the Executive Director in writing whether it wishes to have its replacement Member Representative serve as a director on the Board of Directors.

Section 6. 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 of Directors shall be held at such times as may be fixed by the Board of Directors. Special meetings of the Board of Directors may be held at any time whenever called by the Chair of the Board, two or more directors, or the Executive Director. Any Member Representative who is not a director may attend any meeting of the Board of Directors.

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 of Directors for annual and regular meetings and in the notice of meeting for special meetings. Minutes of any meeting of the Board of Directors shall be published following the meeting.

Section 7. Notice. Annual and special meetings of the Board of Directors 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 8. 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 of Directors. Directors are not permitted to give a proxy to someone to act on his or her behalf with respect to actions of the Board of Directors.

Section 9. 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 of Directors 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 of Directors or such committee shall be filed with the minutes of the proceedings of the Board of Directors 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 10. 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) approve or remove members; d) elect or remove officers; e) remove directors; 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, except with respect to quorum. In the absence of a contrary provision established by the Board of Directors, 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 of Directors, and the Executive Director shall serve as a non-voting member of the Executive Committee (collectively the “*ex officio* members”). Vacancies in the *ex officio* membership of the Executive Committee shall be addressed in accordance with Article V.

(b) Elected Membership: In addition to the *ex officio* members, until the Membership reaches thirty-four, the Executive Committee shall include two voting members of the Board of Directors elected by the Board of Directors. When the Membership reaches thirty-five, the number of voting members of the Board of Directors serving on the Executive Committee shall increase to four, with the election of the additional members occurring within a reasonable time following the admission of the thirty-fifth member. Such committee members shall serve in this capacity for terms of one year, not to exceed two consecutive one-year terms. In the event of a vacancy among the elected membership of the Executive Committee, in accordance with subsection d below, the Executive Committee shall take reasonable steps to propose a replacement to fill the unexpired term of his or her predecessor.

(c) Chair of Executive Committee: The Chair of the Board of Directors 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 of Directors, 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 of Directors a slate of candidates for officer positions and elected members of the Executive and Finance Committees, including in the event of a vacancy, and the Executive Director; and, in consultation with the Finance Committee, reviewing the compensation and performance of 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 or more of its members. Actions of the Executive Committee shall be reported to the Board of Directors.

Section 7. Finance Committee.

(a) Ex Officio Membership: The Finance Committee shall consist of the Treasurer and Secretary of the Board of Directors, and the Executive Director shall serve as a non-voting member of the Finance Committee (collectively, the “*ex officio* members”). Vacancies in the *ex officio* membership of the Finance Committee shall be addressed in accordance with Article V.

(b) Elected Membership: The Finance Committee shall include one voting member of the Board of Directors elected by the Board. This committee member shall serve in this capacity for terms of one year, not to exceed three consecutive one-year terms. In the event the voting member position on the Finance Committee becomes vacant, in accordance with subsection d below, the Executive Committee shall take reasonable steps to propose a replacement to fill the unexpired term of his or her predecessor.

(c) Chair of Finance Committee: The Treasurer shall be the Chair of the Finance Committee.

(d) Role and Powers of Finance Committee: Except as set forth in Article IV, Section 1 above, or as otherwise proscribed by the Board, the Finance Committee shall have the authority to exercise all powers of the Board of Directors between meetings of the Board. The Finance Committee will assist the Board of Directors with its financial oversight responsibilities including reviewing and recommending approval of the annual operating budget; reviewing periodic financial reports; and overseeing the management of financial assets and audits. The Finance Committee shall hold regular meetings at such times as it shall determine and special meetings as requested by any of its members. Actions of the Finance Committee shall be reported to the Board of Directors.

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, the Executive Director, and may include such other officers as may be deemed necessary.

Section 2. Term of Office, Vacancies and Removal. The officers, other than the Immediate Past Chair and the Executive Director, shall be elected by the Board of Directors from among its membership at the annual meeting of the Board. The Board of Directors 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 terms of one year, until the next annual meeting of the Board of Directors 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 of Directors may fill such vacancy. Any officer so appointed or elected shall serve only until such time as the unexpired term of his or her predecessor shall have expired unless re-elected by the Board of Directors. Any officer may be removed by a vote of the majority of the entire Board of Directors 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 of Directors.

(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 and members, 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 oversee the custody of the corporate seal of the Corporation, if any; and shall have authority to affix or cause to be affixed the same to any instrument requiring it; and, when so affixed, it may be attested by his or her signature. The Board of Directors 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 be chair of the Finance Committee. The treasurer shall oversee 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 or cause to be deposited 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 of Directors, the Treasurer shall render or cause to be provided a statement of accounts. The Treasurer shall at all reasonable times exhibit or cause to be exhibited the books and accounts to any officer or director of the Corporation, and shall perform or cause to be performed all duties incident to the office of Treasurer, subject to the supervision of the Board of Directors, and such other duties as shall from time to time be assigned by the Board. The Treasurer shall, if required by the Board of Directors, 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 of Directors; report on the progress of the Corporation's activities, 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 of Directors 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 of Directors 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 in the custody of the Executive Director (1) correct and complete books and records of accounts, (2) minutes of the proceedings of its Board of Directors, members, 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, in accordance with federal law.

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 improvements to voter registration in the United States; and

WHEREAS, ERIC seeks to lessen the burdens of government by facilitating the collaboration of states 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 in furthering its charitable and educational purposes by such states becoming members of ERIC and furnishing voter registration and other data to help ERIC understand the needs of states with respect to their use of voter registration systems, and assist state 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 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 Director 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 Registration Data and Motor Vehicle Department Data.
 - 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.

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- b. Within sixty (60) days of the Certification Date, and at least every sixty (60) days thereafter, the Member shall transmit the following data to ERIC: (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 (“Voter Registration Data”), and (2) all licensing or identification records from motor vehicles departments (excluding those fields unrelated to voter eligibility, such as fields related to an individual’s driving record), including those fields identified in Exhibit B (“MVD Data”). 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.
 - c. 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. Member may submit written requests to the Executive Director of ERIC for reasonable extensions of the grace period deadline if Member is unable to upload Member Data 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. If a grace period expires without a transmission to ERIC of Member Data from the Member, the Member shall be *automatically removed* from membership in accordance with the Bylaws.
3. Protection of ERIC Reports, Member Data, Third-Party Data, and ERIC Information.
- a. Definitions. The following definitions pertain to this Section and the Agreement as a whole.
 - i. ERIC Reports: Using Member Data (defined in Section 2 of this Agreement) and, in some cases, data from third-party sources, ERIC makes the reports described below available to its Members. These reports, in whole or in part, shall be collectively referred to in this Agreement as “ERIC Reports.”
 - A. **Eligible but Unregistered Report:** This report identifies individuals who appear to be eligible to register to vote in a member state but who do not appear to be registered. This report contains MVD Data and Voter Registration Data.
 - B. **Cross-State Movers Report:** This report identifies voters who appear to have moved from one ERIC member state to another ERIC member state. This report contains MVD Data and Voter Registration Data.
 - C. **In-State Movers Report:** This report identifies voters who appear to have moved within the member state or who have updated their contact information. This report contains MVD Data and Voter Registration Data.

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- D. **Duplicate Report:** This report identifies voters with duplicate registrations within the member state. This report contains Voter Registration Data. MVD Data is used to help strengthen the matches identified in this report but is not contained in the report.
- E. **Deceased Report:** This report identifies voters who may have died. This report is created using Social Security death data known as the Limited Access Death Master File (“LADMF”). This report contains Voter Registration Data that matches the LADMF Data. MVD Data is used to help strengthen the matches identified in this report but is not contained in the report.
- F. **Voter Participation Report:** This report identifies voters who appear to have voted (1) more than once in the Member jurisdiction in the same election, (2) in more than one Member jurisdiction in the same election, or (3) on behalf of a deceased voter within the Member jurisdiction. This report contains MVD Data and Voter Registration Data. In addition, this report contains voter history data.
- G. **National Change of Address (NCOA) Report (“NCOA Report”):** This report identifies voters who have moved using NCOALink data ERIC licenses from the United States Postal Service (“USPS”). There is no Member Data contained in this report.
- ii. Third-Party Data: The LADMF data and the NCOALink data ERIC uses to create the Deceased Report and the NCOA Report, respectively, is collectively referred to herein as “Third-Party Data.”
- iii. ERIC Information: Information relating to ERIC other than ERIC Reports, Member Data or Third-Party Data is collectively referred to herein as “ERIC Information.” By way of illustration only, ERIC Information includes, but is not limited to, ERIC governing documents, membership dues invoices, communications between the Member and ERIC, ERIC’s Information Security Management Plan, and documentation of ERIC’s federal tax-exempt status.
- iv. Records Request(s): All requests to members for ERIC Reports, Member Data, Third-Party Data or ERIC Information, including but not limited to requests that invoke state public records laws or the National Voter Registration Act (“NVRA”), to which a member believes it has a legal obligation to respond or comply with shall be collectively referred to in the Agreement as “Records Request(s).”
- b. Member Representations.

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- i. Member represents and warrants that the transmission of Member Data to ERIC or ERIC’s agents, contractors or subcontractors required under this Agreement and its use of ERIC Reports is and shall continue to be conducted in compliance with applicable state, federal and local laws, rules, and regulations.
 - ii. Member shall not use, transmit, sell, or disclose any ERIC Reports, Member Data, Third-Party Data or ERIC Information for any purpose other than the administration of elections under state or federal law, supporting the operations of ERIC, and responding to Records Requests consistent with the terms of this Agreement.
 - iii. Member shall use its best efforts to prevent the Unauthorized Disclosure (defined in subsection (g)(i) below) of ERIC Reports, Member Data, Third-Party Data, or protected ERIC Information.
- c. Confidentiality of ERIC Reports. The Member agrees that the federal statutes and regulations identified below (“Federal Protections”) protect and prohibit the disclosure of certain ERIC Reports, Member Data, and Third-Party Data. The Member agrees to prevent disclosure of and otherwise protect the ERIC Reports, Member Data, and Third-Party Data in accordance with the Federal Protections, including when responding to Records Request(s), as more fully set forth below.
- i. Driver’s Privacy Protection Act (“DPPA”): MVD is protected from disclosure under the DPPA, 18 U.S.C. § 2721 *et seq.*, unless a statutory exception applies.
 - ii. LADMF Regulations: LADMF data is protected from disclosure under Section 203 of the Bipartisan Budget Act of 2013, 42 U.S.C. § 1306c, and associated regulations administered by the National Technical Information Service, 15 CFR Part 1110 (“LADMF Regulations”), during the three-calendar year period starting from the date of death. The National Technical Information Service has certified ERIC to receive LADMF data, which ERIC uses to prepare Deceased Reports for Members.
 - iii. NCOALink Regulations: The NCOALink data used to create the NCOA Report is generally protected from disclosure pursuant to ERIC’s license agreement with the USPS. The license agreement is expressly subject to and derived from federal statutory privacy provisions under the Nondisclosure of Lists of Names and Addresses Act, 39 U.S.C. § 412 and the Privacy Act, 5 U.S.C. § 552a (“NCOALink Regulations”).
- d. Release of ERIC Reports, Member Data, and Third-Party Data.
- i. In accordance with the Federal Protections enumerated above, Member shall not release or disclose the following Reports in whole or in part:

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- A. **Cross-State Movers, In-State Movers, and Eligible but Unregistered Reports**, unless a valid DPPA statutory exception applies;
 - B. **Deceased Reports** or data contained therein during the three-year period of protection described above, unless the requestor is a “certified person” as set forth in the LADMF Regulations;
 - C. **NCOA Reports**; or
 - D. **Voter Participation Reports**, which, in addition to the Federal Protections, and as set forth above are prohibited from release under state law.
- ii. In accordance with Federal Protections above, Member is permitted to release the following ERIC Reports:
 - A. **In-State Duplicate Report**; and
 - B. **Deceased Report** or data contained therein after the expiration of the three-year period of protection for the LADMF data described above.
- e. Process for Managing of Records Requests for ERIC Reports, Member Data, Third-Party Data, and ERIC Information.
 - i. When a Member receives Records Request(s) for ERIC Reports, Member Data, Third-Party Data or ERIC Information, Member shall notify and confer with the ERIC Executive Director before releasing any information in response to the Records Request(s). The purpose of this requirement is to advance the goals of (a) fostering open communication between ERIC and its Members regarding the disclosure of information relating to ERIC in accordance with this Agreement and the Federal Protections; (b) creating consistency across the Membership with respect to the handling of the release of information relating to ERIC; (c) allowing for the case-by-case assessment of requests, including whether the request is for information that might legally be protected from disclosure on grounds other than those outlined in subsection (c).
 - ii. Member shall not have an obligation under this Agreement to release an ERIC Report, Member Data, Third Party Data or ERIC Information in response to Records Request(s) even if authorized to do so under the Agreement, including, by way of example and not limitation, if the Member determines that doing so would violate an applicable law in Member’s jurisdiction.

EXHIBIT A

f. ERIC Representations.

- i. ERIC represents and warrants that it does not and shall not use or transmit any ERIC Reports, Member Data, Third-Party Data or ERIC Information for any purpose other than providing services to its Members. ERIC's services to its members includes, but is not limited to, undertaking research projects with the assistance of third-parties to help evaluate and assess ERIC, provided that such research is in accordance with its status as a non-partisan organization exempt from federal taxation under 501(c)(3) of the Internal Revenue Code. Before undertaking any such research project, the ERIC Executive Director shall obtain the approval of the Executive Committee. ERIC's services may also include responding to requests for information from third-parties.
- ii. ERIC represents and warrants that it does and shall use its best efforts to prevent an ERIC Unauthorized Disclosure (defined in subsection (g)(ii)) of ERIC Reports, Member Data, Third-Party Data or protected ERIC information.
- iii. If ERIC receives a request from a third-party for ERIC Reports, Member Data, Third-Party Data or ERIC Information, ERIC will generally refer the requestor to the relevant member(s), understanding that ERIC may provide the requestor with public information such as information relating to its status as a 501(c)(3) public charity. If ERIC otherwise determines it is legally obligated to respond directly to a third-party information request, it will do so in accordance with subsections (c) and (d), after first notifying the Executive Committee.

g. Unauthorized Use or Disclosure of Data.

- i. Member: Should there be an unauthorized or impermissible use, access, acquisition, or disclosure or transmission of an ERIC Report, Member Data, Third-Party Data or protected ERIC Information, regardless of whether it is accidental or intentional (for example, Member intentionally sells, distributes, publishes or uses an ERIC Report for a purpose other than election administration, including a commercial purpose) or by a third party (collectively, "Unauthorized Disclosure"), Member shall, take the following steps:
 - A. **Notice to ERIC:** Member shall report to the Executive Director of ERIC immediately upon learning of any Unauthorized Disclosure. ERIC will notify the entire Membership of the Unauthorized Disclosure within a reasonable period of time thereafter, but no less than as required under federal or state law.

EXHIBIT A

- B. **Member Legal Management of Unauthorized Disclosure:** Where applicable, Member shall address the Unauthorized Disclosure in accordance with law and keep the ERIC Executive Director reasonably apprised of its efforts to do so and its progress.
- C. **ERIC Remediation Process:** Within ninety (90) days of ERIC receiving notice of the Unauthorized Disclosure, Member shall (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, provide 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 (or at a subsequent meeting as determined by the Executive Director of ERIC, in consultation with the Board Chair), following the Member's compliance with sub-sections (a) and (b) above, the Board 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) 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 or losses related to or stemming from the Unauthorized Disclosure.
- ii. Notice of Unauthorized Disclosure of Data/Indemnification-ERIC: Should there be an unauthorized disclosure of Member Data, Third-Party Data, or ERIC Reports by ERIC, whether accidental or intentional or the responsibility of a third party ("ERIC Unauthorized Disclosure"), ERIC shall immediately give notice to Members and take such other steps as required by law, insurance policies, and its incident response plan. ERIC shall keep the membership reasonably apprised of the steps it is taking to address the ERIC Unauthorized Disclosure. 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 attributable to a negligent act or omission by ERIC, capped at the limit of any applicable ERIC insurance policy.
- h. Miscellaneous. This provision 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.

EXHIBIT A

4. Utilizing ERIC Reports to Improve the Accuracy of State Voter Rolls, Increase Access to Voter Registration, and Investigate Possible Cases of Illegal Voting.

ERIC securely analyzes Member Data and Third-Party Data in order to provide its Members with the ERIC Reports. Members use the ERIC Reports to improve the accuracy of their voter registration rolls, provide voter registration information to potentially eligible but unregistered individuals, and investigate possible cases of illegal voting. “Member Data” is defined in Section 2 of this Agreement. “Third-Party Data” and “ERIC Reports” are defined in Section 3 of this Agreement.

Well-timed, frequent, and effective use of ERIC Reports will result in more accurate and up to date voter rolls at any given time. Additionally, more eligible citizens will be registered to vote. ERIC recognizes that Members have other significant year-around legal obligations associated with conducting elections. In recognition of these complex conditions, Members must request and act on ERIC Reports as specified in this section, and in a manner that complies with applicable federal and state laws.

a. Requirements for requesting ERIC Reports; schedules and deadlines. For the purposes of this subsection, a Member’s Date of Certification is the date established pursuant to Section 2(a) of this Agreement.

i. Initial Reports:

- A. Each Member must request and act on an Eligible but Unregistered Report by October 1 or fifteen (15) days before the close of registration, whichever is earlier, of the first Federal General Election following the Member’s Date of Certification. For the purposes of this requirement, close of registration means the earliest of the final day to register by mail or online. In furtherance of ERIC’s mission and to maximize the value of the Eligible but Unregistered report, the Member must request and act on it during a year in which a Federal General Election occurs.
- B. Each Member must request and act on a Cross-State Movers Report, an In-State Movers Report, a Duplicate Report, and a Deceased Report within 12 months of the Member’s Date of Certification. To be clear, each Member must request and act on all four reports specified in this subsection within the 12-month deadline.
- C. Each Member must request a Voter Participation Report for the first Federal General Election following the Member’s Date of Certification, unless the Member is deemed ineligible to receive this report pursuant to Section 5 of this Agreement.

ii. Subsequent Reports:

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- A. After a Member requests and acts on the ERIC Reports specified in subsections (i)(A) and (i)(B) above, the Member may request the report in these subsections on a schedule deemed appropriate by the Member and upon which ERIC staff can reasonably provide the requested reports. Members must complete action on any ERIC Report received by the deadline for that report as specified in subsection (b). In furtherance of ERIC's mission, and to maximize the value of membership in ERIC, Members are strongly encouraged to utilize these reports as frequently as possible while complying with applicable federal and state laws.
 - B. After an eligible Member requests and acts on the initial Voter Participation Report, the Member may request these reports pursuant to Section 5 of this Agreement.
 - C. Any Member who has not requested and acted on an ERIC Report specified in subsections (i)(B) and (i)(C) at least once by the date this section is adopted must request and act on the report(s) not yet requested. For unrequested reports specified in subsection (i)(B), the member has 12 months from the date this section is adopted to comply with this requirement. For an unrequested Voter Participation Report, all Members not deemed ineligible must request it for the next Federal General Election in which it is available.
- iii. National Change of Address Report: Each Member may request a National Change of Address Report any time following the Member's Date of Certification. Members are not required to request this report as a condition of membership.
- b. Requirements for acting on ERIC Reports, deadlines for taking action.

This section addresses deadlines and required actions for the Eligible but Unregistered, Cross-State Movers, In-State Movers, Duplicates, and Deceased Reports. See Section 5 for the deadlines and requirements pertaining to the Voter Participation Reports.

- i. Eligible but Unregistered Report:
 - A. These reports must be used to provide voter registration information to potentially eligible but not yet registered individuals.
 - B. When the Member receives an Eligible but Unregistered Report the Member must act on the report by, at a minimum, initiating contact with all individuals identified in the report deemed potentially eligible by the

EXHIBIT A

Member for the purposes of providing information on the most efficient way to register to vote, including the deadlines and eligibility

requirements for registering as specified in applicable state or federal laws.

- C. For the purposes of this Agreement, “individuals identified in the report deemed potentially eligible by the Member” refers to the individuals who remain on the Contact List after the Member has used any other official federal, state, or local data sources, or records internal to the Member, to identify and remove from the contact list individuals who are not eligible pursuant to state law.
 - D. For the purposes of this Agreement, “Contact List” refers to the final list of potentially eligible but unregistered individuals provided to the entity responsible for preparing the mailing (or any other form of contact) to the recipient of the voter registration information.
 - E. Members may not remove from the Contact List any individual identified in the report who otherwise appears to be eligible to register under federal or state law.
 - F. Members are not required to initiate contact with eligible or potentially eligible individuals more than once at the same address. Members are not required to contact any individual who has affirmatively confirmed their desire not to be contacted pursuant to this Agreement or who is otherwise ineligible to vote in the Member’s state.
 - G. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.
- ii. Cross-State and In-State Movers Reports:
- A. These reports must be used to improve the accuracy of the Member’s voter rolls.
 - B. When a Member receives a Cross-State Movers or In-State Movers Report the Member must act on the report by, at a minimum, initiating contact with all voters identified in the report in order to correct the inaccuracy or obtain information sufficient to inactivate or update the voter’s record. This requirement does not prevent the Member from taking any other action on a voter record identified in these reports that may be required by federal or state law.

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- C. ERIC recognizes Members may exclude from contact conducted in accordance with this subsection any voter identified in these reports where other official federal, state, or local data sources, or records internal to the Member, indicate the voter record is not out of date or inaccurate. Upon the request of the Executive Director, Members must provide to ERIC details on the excluded voter records.
 - D. Each Member has ninety (90) days after the report was provided to initiate contact with all voters for whom data in the report indicates a record is inaccurate or out of date.
 - E. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.
- iii. Duplicate and Deceased Voters Reports:
- A. These reports must be used to improve the accuracy of the Member's voter rolls.
 - B. When a Member receives a Duplicate or Deceased Report the Member must act on the report by, at a minimum, resolving all duplicate registrations or removing all deceased voters identified in these reports. This requirement does not prevent the Member from taking any other action on a voter record identified in these reports that may be required by federal or state law.
 - C. ERIC recognizes Members may not act on any voter record identified in these reports where other official federal, state, or local data sources, or records internal to the Member, indicate the voter is not deceased or the record is not a duplicate. Upon the request of the Executive Director, Members must provide to ERIC details on these voter records.
 - D. Each Member has ninety (90) days after the report was provided to act on all voter records for which data in the Deceased Report indicates the voter is deceased or for whom the data in the Duplicates Report indicates a registration record is a duplicate.
 - E. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.
- c. Accountability and Transparency. By July 1 of each year, the Executive Director must cause to be published a report of each Member's utilization of the ERIC Reports for the previous calendar year. At a minimum, for each Member, the report must disclose the total number of ERIC Reports requested, the specific ERIC Reports requested, and the frequency by which such ERIC Reports were requested

EXHIBIT A

throughout the preceding year. In consultation with the Executive Committee, the Executive Director may include other content related to how Members used ERIC in the preceding year. The first report will be published by July 31, 2025.

d. Certifying compliance with ERIC Report requirements.

- i. The goals of certifying compliance with Subsection (b) are to 1) ensure Members take seriously their obligations to effectuate ERIC’s mission of improving the accuracy of state voter rolls and providing voter registration information to all eligible citizens, 2) hold Members accountable to the public and to other members of the organization, and 3) provide ERIC with information needed to evaluate its effectiveness.
- ii. In the manner and by the deadline prescribed by the Executive Director, Members must provide written certification to the Executive Director that the Member has or has not complied with the requirements for acting on the Cross-State Movers, In-State Movers, Duplicate, Deceased, Eligible but Unregistered, and Voter Participation Reports. In consultation with the Executive Committee, the Executive Director may ask Members to submit supplemental information that may be useful to evaluating ERIC’s effectiveness.
- iii. Upon advance written notice from the Member Representative, Member staff other than the designated Member Representative may certify compliance. Written notice must be submitted via email to the Executive Director not less than one (1) day prior to the Member submitting the certification.
- iv. ERIC recognizes some Members may, on occasion, be unable to certify compliance due to voter registration system limitations, technical difficulties, or other circumstances. These Members must communicate such limitations or circumstances in writing to the Executive Director at 30 days prior to the first certification deadline established by the Executive Director or as such circumstances arise at any point during membership in ERIC. The Executive Director will assess the circumstances preventing the certification and work with the Member to determine if there are acceptable alternatives to achieving the goals of the certification requirement. This determination is in the sole discretion of the Executive Director, though the Executive Director will consult with the Executive Committee during the assessment process.

EXHIBIT A

- e. Deadline extensions to request a report, act on a report, or certify compliance with report requirements.
 - i. Eligible but Unregistered Reports:
 - A. Members may submit a written request for a reasonable extension to request their initial Eligible but Unregistered Report. The request must be submitted to the Executive Director not less than thirty (30) days before the applicable deadline. The request must set forth the reasons for the extension and provide a specific date when the report will be requested. Due to the inability to reschedule a Federal General Election, an extension must be based on and will only be granted in extraordinary circumstances.
 - B. Members may submit a written request for a brief extension to act on an initial or subsequent Eligible but Unregistered Report. The request must be submitted to the Executive Director not less than seven (7) days before the applicable deadline. The request must set forth the reasons for the extension and provide a specific date when contact will be initiated, except that the Member must initiate contact by a date that provides time for individuals on the Contact List to register and vote in the forthcoming Federal General Election.
 - C. Members may submit a written request for an extension to certify compliance with the requirements for this report in the manner and by the deadline established by the Executive Director pursuant to subsection (d).
 - ii. Cross-State and In-State Movers Reports:
 - A. Members may submit a written request for a reasonable extension to request or act on an initial Cross-State or In-State Movers report. The request must be submitted to the Executive Director not less than thirty (30) days before the 12-month deadline to request the report, or thirty (30) days before the deadline to initiate contact. The request must set forth the reasons an extension is needed and provide a specific date when the report will be requested, or contact will be initiated.
 - B. Members may submit a written request for a reasonable extension to act on a subsequent Cross-State or In-State Movers report. The request must be submitted to the Executive Director not less than thirty (30) days before the 90-day deadline. The request must set forth the reasons an

EXHIBIT A

extension is needed and provide a specific date when the report will be requested, or contact will be initiated.

- C. Members may submit a written request for an extension to certify compliance with the requirements for these reports in the manner and by the deadline established by the Executive Director pursuant to subsection (d).

iii. Deceased and Duplicates Reports:

- A. Members may submit a written request for a reasonable extension to request or act on voter records identified in an initial Deceased or Duplicates Report. The request must be submitted to the Executive Director not less than (30) days before the 12-month deadline to request the report, or thirty (30) days before the deadline to act on the report. The request must set forth the reasons an extension is needed and provide a specific date when the report will be requested, or action will be completed.
- B. Members may submit a written request for a reasonable extension to act on a subsequent Deceased or Duplicates Report. The request must be submitted to the Executive Director not less than thirty (30) days before the 90-day deadline. The request must set forth the reasons an extension is needed and provide a specific date when action will be completed.
- C. Members may submit a written request for an extension to certify compliance with the requirements for these reports in the manner and by the deadline established by the Executive Director pursuant to subsection (d).

iv. Voter Participation Reports.

- A. Members may submit a written request for a reasonable extension to complete its internal investigations arising from possible cases of illegal voting identified in a Voter Participation Report. The request must be submitted to the Executive Director not less than fifteen (15) days prior to the applicable deadline. The request must set forth the reasons for the extension request and provide a specific date when the internal investigations will be completed.
- B. Members may submit a written request for an extension to certify compliance with the requirements for this report in the manner and by

EXHIBIT A

the deadline established by the Executive Director pursuant to subsection (d).

- v. The Executive Director has sole discretion on whether to grant an extension under this subsection or proceed to the applicable Member removal provisions in subsection (f). The Executive Director will inform the Executive Committee of all extension requests submitted pursuant to this section.

f. Failure to request and complete action on reports.

- i. The Executive Director must notify, or cause to be notified, in writing, a Member who appears to be at risk of missing a deadline to request its initial Cross-State Movers, In-State Movers, Duplicates, Deceased, Eligible but Unregistered, or Voter Participation Report. A Member who fails to request, act on, or certify any initial report by the applicable deadline, and who fails to request an extension on any of these requirements as provided in subsection (e), is *automatically removed* from ERIC Membership.
- ii. A Member who fails to act on or certify any of their subsequent ERIC Reports by the applicable deadlines, and who fails to request an extension as provided in subsection (e), may be suspended from receiving additional ERIC Reports. Whether to suspend access to additional reports, and the duration of such suspension, is in the sole discretion of the Executive Director. The Executive Director shall take into account the circumstances of the failure to complete the required action and failure to request an extension, including whether the Member appeared to otherwise be acting in good faith to comply with the applicable requirements. The Executive Director will inform the Executive Committee of any actions taken pursuant to this subsection.

5. Voter Participation Reports.

- a. ERIC recognizes that the appearance of illegal voting, allegations of illegal voting, and actual illegal voting undermines public confidence in the electoral process and election outcomes. ERIC can be a tool to identify potentially illegal votes and refer them to Members for further investigation consistent with each state's laws. For the purposes of this Agreement, "illegal votes" means votes cast by an individual who may have voted more than once in the Member jurisdiction at the same election, voted in more than one Member jurisdiction at the same election, or voted on behalf of a deceased voter within the Member jurisdiction.

EXHIBIT A

- b. After completing an initial Voter Participation Report, eligible Members may request Voter Participation Reports following each Federal General Election as provided in subsection (c). An eligible Member is not required to request this report after they have requested and acted on their initial Voter Participation Report.
 - c. To receive the Voter Participation Report, Members must submit a written request to the Executive Director at least 30 calendar days before the applicable election. In the written request, the Member must: (1) specify the election for which it requests data identifying voters who appear to have cast improper votes, (2) affirm that it will submit to ERIC voting history data for the applicable election in a manner consistent with how voter files and motor vehicle records are submitted to ERIC, (3) affirm that it will accept the requested data from ERIC, (4) affirm that it will complete a reasonable internal investigation of any possible improper votes before publicly releasing information about the data, and (5) affirm that it can protect the confidentiality of the Voter Participation Report, either by state law or administrative rule, until the internal investigation is complete and the findings are turned over to law enforcement.
 - d. Any Member unable to provide the affirmation required in c(5) is deemed ineligible to receive the Voter Participation Report and must submit to the Executive Director a written explanation of why the Member cannot provide the affirmation in c(5). Members deemed ineligible to receive this report, or who do not request the report, are not required to submit voting history data for use in preparing Voter Participation Reports.
 - e. A Member who requests a Voter Participation Report must submit to ERIC the required voting history data no later than 90 days from the date the Member certifies the applicable Federal General Election pursuant to the Member's state law. In consultation with the Executive Director, the Member may request a deadline extension to accommodate a recount(s) or other post-election activity required by state law that will prevent the member from providing the voting history data by the 90-day deadline.
 - f. A Member who requests a Voter Participation Report must refer all findings of credible cases of illegal voting to the appropriate law enforcement authorities, as designated by the Member's state law, no later than December 31 of the calendar year following the applicable Federal General Election or 180 days after the Member receives its final Voter Participation Report, whichever is later.
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. State Specific Requirements. From time to time, legislation or implementing regulations enabling states to become members of ERIC will contain state-specific

EXHIBIT A

membership requirements not applicable to all Members. Such state-specific requirements are set forth in Exhibit C.

8. 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.
9. 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
10. 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.
11. 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 a majority vote of the entire Membership. 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.
12. 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.
13. 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.
14. 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

EXHIBIT A

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.

15. 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. This Agreement may be executed using electronic signatures.
16. 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.
17. Headings and Subsections. Section headings are provided for reference and do not constitute part of this Agreement.
18. 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:

Name:
Title: ERIC Executive Director
Address:
Phone:
Email:

[MEMBER]

By: _____
Name: _____
Title: _____
Date: _____

Notice Details:

With a copy to (optional):

Name:	Name:
Title:	Title:
Address:	Address:
Phone:	Phone:
Email:	Email:

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
7. Current record status
8. Phone number
9. E-mail address or other electronic contact method

Exhibit C

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).

Proposed Amendments to the Membership
Agreement Amendments submitted to ERIC
Members on Feb. 8, 2023.

Submitted by:

Jonathan Marks, Pennsylvania

Blake Evans, Georgia

Introduction

In the event the proposed amendments currently on the table do not garner the requisite number of YES votes to pass, we have drafted these proposed alternative amendments in hopes that they will address many of the concerns that have been raised by member states since the original proposed amendments were circulated for review and comment.

We agree with those member states we have talked to that ERIC must continue to mature and evolve. We also appreciate the concerns of those member states we have heard from that do not want ERIC to stray too far from its original intent and purposes. We drafted these proposed amendments with the goal of trying to strike a balance between those two sentiments.

We do not want this proposal to be characterized as opposition to a vote on the current proposal, but rather as an alternative plan should the current proposal fall short of the votes required for ratification. The workgroup members who worked on the current proposal proceeded in good faith to draft amendments to the membership agreement that addressed the concerns of various member states, and every member state should be afforded the opportunity to vote YES or NO on the workgroup's proposal.

Summary of the Proposed Alternative Amendments to the Membership Agreement

- Adds the phrase “consistent with state law” to section 4(a)(i)(B) relating to Initial Reports to ensure that a state is not penalized if its law prohibits it from acting on one or more of the reports enumerated in that section.
- Amends section 4(a)(ii) relating to Subsequent Reports as follows:
 - Subsection (A) is amended to require member states to request and act on subsequent list maintenance reports within 12 months of its receipt of previous reports.
 - The amendments to subsection (A) also includes the ‘consistent with state law’ exception **AND** it provides for a 3-month extension to act on subsequent reports in the event a state has three or more federal elections within a 12-month period. This addresses the concerns of any state that has bifurcated federal primaries in presidential election cycles such that its window to conduct list maintenance is severely limited.
 - Replaces subsection (B) with a new subsection that provides for the following:
 - A member state may request the Eligible but Unregistered Report and the Voter Participation Report if the member state agrees to act on both reports. In other words, a member state must request and act on both reports to receive either of the reports. There is no requirement for member states to request these reports.
 - If a state does not request and act on one of these two reports, it will not be entitled to the other report.
 - The proposed amendments also include an exception for states that are ineligible to receive the Voter Participation Report pursuant to section 5 of the membership agreement. These states will continue to be entitled to receive the Eligible but Unregistered Report if they certify that they are not eligible to receive and act on the Voter Participation Report.
 - States must certify their compliance with these requirements pursuant to section 4(d) of the membership agreement.

- If a state fails to act on either the Eligible but Unregistered Report or the Voter Participation Report after requesting it, then they will be ineligible to receive the subsequent Eligible but Unregistered Report or Voter Participation Report.
- Section 4(d) of the Membership Agreement relating to Certifying Compliance with ERIC Report Requirements is amended by adding a new subsection (v) that requires the member states to certify that they have acted on the Eligible but Unregistered Report by October 1 of a federal general election year. Such certification will serve as confirmation of a request for the Voter Participation Report for that same federal general election. The exception enumerated in section 5 applies.
- Section 4(e)(i) is amended by removing subsection (B) relating to the process for requesting a brief extension to act on an initial or subsequent Eligible but Unregistered Report. Members may still request an extension to certify compliance.
- Subsection 5 of the Membership Agreement relating to Voter Participation Reports is amended as follows:
 - Subsection (b) is amended to affirm the requirement that a member must have received and acted on the Eligible but Unregistered Report for that same federal general election cycle to request and receive the Voter Participation Report.
 - Technical amendments are proposed to subsection (b) to provide for the mechanism through which a member state must certify that it has received and acted upon the supplemental Eligible but Unregistered Report.
 - Subsection (d) is amended to require a member state to certify to the fact that it is ineligible to receive the Voter Participation Report because it cannot make the affirmation that it can protect the confidentiality of the Voter Participation Report due not statute, regulation, or law.

Last updated on March 28, 2014; May 21, 2015; October 28, 2015; December 16, 2016; November 30, 2018; February 3, 2020; June 3, 2022;
February 19, 2023

ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

BYLAWS

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ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

BYLAWS

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, 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 Executive Director who shall, in turn, notify the Membership.

Section 2. Admission of Members. Any jurisdiction seeking membership shall apply to the Executive Director. 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 Board of Directors, 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.

Section 4. Membership Fee. Upon admission and execution of the Membership Agreement, each member shall pay a one-time, non-refundable Membership Fee of \$25,000 to the

Corporation. With respect to individual members, the schedule for payment of the Membership Fee may be modified by the Board of Directors.

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 of Directors. The Dues Schedule may be amended, modified, or substituted by a vote of the Membership, however, the schedule for payment of dues by individual members may be modified by the Board of Directors. 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 Membership 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 Executive Director, who shall, in turn, notify the Membership. 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 Membership 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 herein or in the Membership Agreement. Such automatic removal shall be effective upon written notice by the Chair of the Board of Directors and/or the 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 Board of Directors. The Board of Directors 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 Board of Directors for 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 Board of Directors. The annual meeting 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 Board of Directors for annual and regular meetings and in the notice of meeting for special meetings. The Board of Directors 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 Membership shall be published following 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, in the case of public meetings, 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, a majority of the entire Membership, or upon request of the Executive Director. 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. The Member Representative shall provide written notice to the Executive Director of the proxy within a reasonable period of time in advance of the meeting of the members.

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. Appointment of Directors. All members of the Corporation have a right to appoint their Member Representative to serve as a director on the Board of Directors. Upon admission to Membership under Article II, Section 2 or in the event of a vacancy, member shall inform the Executive Director in writing whether it wishes to have its Member Representative serve or continue to serve on the Board of Directors. Declining to have a Member Representative serve on the Board of Directors shall have no effect on the Member's other rights under these Bylaws, and such member shall have the right to appoint or reinstate their Member Representative to the Board of Directors at any time by providing written notice to the Executive Director who shall, in turn, notify the Board of Directors.

Section 3. Non-Voting Seats on Board of Directors. The Board of Directors may include up to two non-voting members of the Board for individuals who are experts in voting and elections but not governmental employees. Such non-voting directors shall serve two-year, renewable terms.

Section 4. 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 5. 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 of Directors.

Section 6. Vacancies. If a Member Representative position on the Board of Directors becomes vacant for any reason including resignation or removal, the chief election official shall appoint a replacement in accordance with Article II, section 1 and shall notify the Executive Director in writing whether it wishes to have its replacement Member Representative serve as a director on the Board of Directors.

Section 7. 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 of Directors shall be held at such times as may be fixed by the Board of Directors. Special meetings of the Board of Directors may be held at any time whenever called by the Chair of the Board, two or more directors, or the Executive Director. Any Member Representative who is not a director may attend any meeting of the Board of Directors.

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 of Directors for annual and regular meetings and in the notice of meeting for special meetings. Minutes of any meeting of the Board of Directors shall be published following the meeting.

Section 8. Notice. Annual and special meetings of the Board of Directors 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 9. 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 of Directors. Directors are not permitted to give a proxy to someone to act on his or her behalf with respect to actions of the Board of Directors.

Section 10. 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 of Directors 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 of Directors or such committee shall be filed with the minutes of the proceedings of the Board of Directors 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 11. 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) approve or remove members; d) elect or remove officers; e) remove directors; f) elect or remove non-voting members of the Board of Directors; g) elect members of committees; h) hire or discharge an executive director; i) adopt an agreement of merger or consolidation; j) recommend to the Membership the sale, lease or exchange of all or substantially all of the Corporation's property and assets; or k) 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, except with respect to quorum. In the absence of a contrary provision established by the Board of Directors, 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 of Directors, and the Executive Director shall serve as a non-voting member of the Executive Committee (collectively the “*ex officio* members”). Vacancies in the *ex officio* membership of the Executive Committee shall be addressed in accordance with Article V.

(b) Elected Membership: In addition to the *ex officio* members, until the Membership reaches thirty-four, the Executive Committee shall include two voting members of the Board of Directors elected by the Board of Directors. When the Membership reaches thirty-five, the number of voting members of the Board of Directors serving on the Executive Committee shall increase to four, with the election of the additional members occurring within a reasonable time following the admission of the thirty-fifth member. Such committee members shall serve in this capacity for terms of one year, not to exceed two consecutive one-year terms. In the event of a vacancy among the elected membership of the Executive Committee, in accordance with subsection d below, the Executive Committee shall take reasonable steps to propose a replacement to fill the unexpired term of his or her predecessor.

(c) Chair of Executive Committee: The Chair of the Board of Directors 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 of Directors, 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 of Directors a slate of candidates for officer positions and elected members of the Executive and Finance Committees, including in the event of a vacancy, and the Executive Director; and, in consultation with the Finance Committee, reviewing the compensation and performance of 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 two or more of its members. Actions of the Executive Committee shall be reported to the Board of Directors.

Section 7. Finance Committee.

(a) Ex Officio Membership: The Finance Committee shall consist of the Treasurer and Secretary of the Board of Directors, and the Executive Director shall serve as a non-voting member of the Finance Committee (collectively, the “*ex officio* members”). Vacancies in the *ex officio* membership of the Finance Committee shall be addressed in accordance with Article V.

(b) Elected Membership: The Finance Committee shall include one voting member of the Board of Directors elected by the Board. This committee member shall serve in this capacity for terms of one year, not to exceed three consecutive one-year terms. In the event the voting member position on the Finance Committee becomes vacant, in accordance with subsection d below, the Executive Committee shall take reasonable steps to propose a replacement to fill the unexpired term of his or her predecessor.

(c) Chair of Finance Committee: The Treasurer shall be the Chair of the Finance Committee.

(d) Role and Powers of Finance Committee: Except as set forth in Article IV, Section 1 above, or as otherwise proscribed by the Board, the Finance Committee shall have the authority to exercise all powers of the Board of Directors between meetings of the Board. The Finance Committee will assist the Board of Directors with its financial oversight responsibilities including reviewing and recommending approval of the annual operating budget; reviewing periodic financial reports; and overseeing the management of financial assets and audits. The Finance Committee shall hold regular meetings at such times as it shall determine and special meetings as requested by any of its members. Actions of the Finance Committee shall be reported to the Board of Directors.

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, the Executive Director, and may include such other officers as may be deemed necessary.

Section 2. Term of Office, Vacancies and Removal. The officers, other than the Immediate Past Chair and the Executive Director, shall be elected by the Board of Directors from among its membership at the annual meeting of the Board. The Board of Directors 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 terms of one year, until the next annual meeting of the Board of Directors 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 of Directors may fill such vacancy. Any officer so appointed or elected shall serve only until such time as the unexpired term of his or her predecessor shall have expired unless re-elected by the Board of Directors. Any officer may be removed by a vote of the majority of the entire Board of Directors 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 of Directors.

(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 and members, 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 oversee the custody of the corporate seal of the Corporation, if any; and shall have authority to affix or cause to be affixed the same to any instrument requiring it; and, when so affixed, it may be attested by his or her signature. The Board of Directors 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 be chair of the Finance Committee. The treasurer shall oversee 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 or cause to be deposited 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 of Directors, the Treasurer shall render or cause to be provided a statement of accounts. The Treasurer shall at all reasonable times exhibit or cause to be exhibited the books and accounts to any officer or director of the Corporation, and shall perform or cause to be performed all duties incident to the office of Treasurer, subject to the supervision of the Board of Directors, and such other duties as shall from time to time be assigned by the Board. The Treasurer shall, if required by the Board of Directors, 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 of Directors; report on the progress of the Corporation's activities, 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 of Directors 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 of Directors 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 in the custody of the Executive Director (1) correct and complete books and records of accounts, (2) minutes of the proceedings of its Board of Directors and members, 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, in accordance with federal law.

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 improvements to voter registration in the United States; and

WHEREAS, ERIC seeks to lessen the burdens of government by facilitating the collaboration of states 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 in furthering its charitable and educational purposes by such states becoming members of ERIC and furnishing voter registration and other data to help ERIC understand the needs of states with respect to their use of voter registration systems, and assist state 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 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 Director 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 Registration Data and Motor Vehicle Department Data.
 - 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.

EXHIBIT A

- b. Within sixty (60) days of the Certification Date, and at least every sixty (60) days thereafter, the Member shall transmit the following data to ERIC: (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 (“Voter Registration Data”), and (2) all licensing or identification records from motor vehicles departments (excluding those fields unrelated to voter eligibility, such as fields related to an individual’s driving record), including those fields identified in Exhibit B (“MVD Data”). 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.
 - c. 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. Member may submit written requests to the Executive Director of ERIC for reasonable extensions of the grace period deadline if Member is unable to upload Member Data 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. If a grace period expires without a transmission to ERIC of Member Data from the Member, the Member shall be *automatically removed* from membership in accordance with the Bylaws.
3. Protection of ERIC Reports, Member Data, Third-Party Data, and ERIC Information.
- a. Definitions. The following definitions pertain to this Section and the Agreement as a whole.
 - i. ERIC Reports: Using Member Data (defined in Section 2 of this Agreement) and, in some cases, data from third-party sources, ERIC makes the reports described below available to its Members. These reports, in whole or in part, shall be collectively referred to in this Agreement as “ERIC Reports.”
 - A. **Eligible but Unregistered Report:** This report identifies individuals who appear to be eligible to register to vote in a member state but who do not appear to be registered. This report contains MVD Data and Voter Registration Data.
 - B. **Cross-State Movers Report:** This report identifies voters who appear to have moved from one ERIC member state to another ERIC member state. This report contains MVD Data and Voter Registration Data.
 - C. **In-State Movers Report:** This report identifies voters who appear to have moved within the member state or who have updated their contact information. This report contains MVD Data and Voter Registration Data.

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- D. **Duplicate Report:** This report identifies voters with duplicate registrations within the member state. This report contains Voter Registration Data. MVD Data is used to help strengthen the matches identified in this report but is not contained in the report.
- E. **Deceased Report:** This report identifies voters who may have died. This report is created using Social Security death data known as the Limited Access Death Master File (“LADMF”). This report contains Voter Registration Data that matches the LADMF Data. MVD Data is used to help strengthen the matches identified in this report but is not contained in the report.
- F. **Voter Participation Report:** This report identifies voters who appear to have voted (1) more than once in the Member jurisdiction in the same election, (2) in more than one Member jurisdiction in the same election, or (3) on behalf of a deceased voter within the Member jurisdiction. This report contains MVD Data and Voter Registration Data. In addition, this report contains voter history data.
- G. **National Change of Address (NCOA) Report (“NCOA Report”):** This report identifies voters who have moved using NCOALink data ERIC licenses from the United States Postal Service (“USPS”). There is no Member Data contained in this report.
- ii. Third-Party Data: The LADMF data and the NCOALink data ERIC uses to create the Deceased Report and the NCOA Report, respectively, is collectively referred to herein as “Third-Party Data.”
- iii. ERIC Information: Information relating to ERIC other than ERIC Reports, Member Data or Third-Party Data is collectively referred to herein as “ERIC Information.” By way of illustration only, ERIC Information includes, but is not limited to, ERIC governing documents, membership dues invoices, communications between the Member and ERIC, ERIC’s Information Security Management Plan, and documentation of ERIC’s federal tax-exempt status.
- iv. Records Request(s): All requests to members for ERIC Reports, Member Data, Third-Party Data or ERIC Information, including but not limited to requests that invoke state public records laws or the National Voter Registration Act (“NVRA”), to which a member believes it has a legal obligation to respond or comply with shall be collectively referred to in the Agreement as “Records Request(s).”
- b. Member Representations.

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- i. Member represents and warrants that the transmission of Member Data to ERIC or ERIC's agents, contractors or subcontractors required under this Agreement and its use of ERIC Reports is and shall continue to be conducted in compliance with applicable state, federal and local laws, rules, and regulations.
 - ii. Member shall not use, transmit, sell, or disclose any ERIC Reports, Member Data, Third-Party Data or ERIC Information for any purpose other than the administration of elections under state or federal law, supporting the operations of ERIC, and responding to Records Requests consistent with the terms of this Agreement.
 - iii. Member shall use its best efforts to prevent the Unauthorized Disclosure (defined in subsection (g)(i) below) of ERIC Reports, Member Data, Third-Party Data, or protected ERIC Information.
- c. Confidentiality of ERIC Reports. The Member agrees that the federal statutes and regulations identified below ("Federal Protections") protect and prohibit the disclosure of certain ERIC Reports, Member Data, and Third-Party Data. The Member agrees to prevent disclosure of and otherwise protect the ERIC Reports, Member Data, and Third-Party Data in accordance with the Federal Protections, including when responding to Records Request(s), as more fully set forth below.
- i. Driver's Privacy Protection Act ("DPPA"): MVD is protected from disclosure under the DPPA, 18 U.S.C. § 2721 *et seq.*, unless a statutory exception applies.
 - ii. LADMF Regulations: LADMF data is protected from disclosure under Section 203 of the Bipartisan Budget Act of 2013, 42 U.S.C. § 1306c, and associated regulations administered by the National Technical Information Service, 15 CFR Part 1110 ("LADMF Regulations"), during the three-calendar year period starting from the date of death. The National Technical Information Service has certified ERIC to receive LADMF data, which ERIC uses to prepare Deceased Reports for Members.
 - iii. NCOALink Regulations: The NCOALink data used to create the NCOA Report is generally protected from disclosure pursuant to ERIC's license agreement with the USPS. The license agreement is expressly subject to and derived from federal statutory privacy provisions under the Nondisclosure of Lists of Names and Addresses Act, 39 U.S.C. § 412 and the Privacy Act, 5 U.S.C. § 552a ("NCOALink Regulations").
- d. Release of ERIC Reports, Member Data, and Third-Party Data.
- i. In accordance with the Federal Protections enumerated above, Member shall not release or disclose the following Reports in whole or in part:

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- A. **Cross-State Movers, In-State Movers, and Eligible but Unregistered Reports**, unless a valid DPPA statutory exception applies;
 - B. **Deceased Reports** or data contained therein during the three-year period of protection described above, unless the requestor is a “certified person” as set forth in the LADMF Regulations;
 - C. **NCOA Reports**; or
 - D. **Voter Participation Reports**, which, in addition to the Federal Protections, and as set forth above are prohibited from release under state law.
- ii. In accordance with Federal Protections above, Member is permitted to release the following ERIC Reports:
- A. **In-State Duplicate Report**; and
 - B. **Deceased Report** or data contained therein after the expiration of the three-year period of protection for the LADMF data described above.
- e. Process for Managing of Records Requests for ERIC Reports, Member Data, Third-Party Data, and ERIC Information.
- i. When a Member receives Records Request(s) for ERIC Reports, Member Data, Third-Party Data or ERIC Information, Member shall notify and confer with the ERIC Executive Director before releasing any information in response to the Records Request(s). The purpose of this requirement is to advance the goals of (a) fostering open communication between ERIC and its Members regarding the disclosure of information relating to ERIC in accordance with this Agreement and the Federal Protections; (b) creating consistency across the Membership with respect to the handling of the release of information relating to ERIC; (c) allowing for the case-by-case assessment of requests, including whether the request is for information that might legally be protected from disclosure on grounds other than those outlined in subsection (c).
 - ii. Member shall not have an obligation under this Agreement to release an ERIC Report, Member Data, Third Party Data or ERIC Information in response to Records Request(s) even if authorized to do so under the Agreement, including, by way of example and not limitation, if the Member determines that doing so would violate an applicable law in Member’s jurisdiction.

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f. ERIC Representations.

- i. ERIC represents and warrants that it does not and shall not use or transmit any ERIC Reports, Member Data, Third-Party Data or ERIC Information for any purpose other than providing services to its Members. ERIC's services to its members includes, but is not limited to, undertaking research projects with the assistance of third-parties to help evaluate and assess ERIC, provided that such research is in accordance with its status as a non-partisan organization exempt from federal taxation under 501(c)(3) of the Internal Revenue Code. Before undertaking any such research project, the ERIC Executive Director shall obtain the approval of the Executive Committee. ERIC's services may also include responding to requests for information from third-parties.
- ii. ERIC represents and warrants that it does and shall use its best efforts to prevent an ERIC Unauthorized Disclosure (defined in subsection (g)(ii)) of ERIC Reports, Member Data, Third-Party Data or protected ERIC information.
- iii. If ERIC receives a request from a third-party for ERIC Reports, Member Data, Third-Party Data or ERIC Information, ERIC will generally refer the requestor to the relevant member(s), understanding that ERIC may provide the requestor with public information such as information relating to its status as a 501(c)(3) public charity. If ERIC otherwise determines it is legally obligated to respond directly to a third-party information request, it will do so in accordance with subsections (c) and (d), after first notifying the Executive Committee.

g. Unauthorized Use or Disclosure of Data.

- i. Member: Should there be an unauthorized or impermissible use, access, acquisition, or disclosure or transmission of an ERIC Report, Member Data, Third-Party Data or protected ERIC Information, regardless of whether it is accidental or intentional (for example, Member intentionally sells, distributes, publishes or uses an ERIC Report for a purpose other than election administration, including a commercial purpose) or by a third party (collectively, "Unauthorized Disclosure"), Member shall, take the following steps:
 - A. **Notice to ERIC:** Member shall report to the Executive Director of ERIC immediately upon learning of any Unauthorized Disclosure. ERIC will notify the entire Membership of the Unauthorized Disclosure within a reasonable period of time thereafter, but no less than as required under federal or state law.

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- B. **Member Legal Management of Unauthorized Disclosure:** Where applicable, Member shall address the Unauthorized Disclosure in accordance with law and keep the ERIC Executive Director reasonably apprised of its efforts to do so and its progress.
- C. **ERIC Remediation Process:** Within ninety (90) days of ERIC receiving notice of the Unauthorized Disclosure, Member shall (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, provide 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 (or at a subsequent meeting as determined by the Executive Director of ERIC, in consultation with the Board Chair), following the Member's compliance with sub-sections (a) and (b) above, the Board 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) 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 or losses related to or stemming from the Unauthorized Disclosure.
- ii. Notice of Unauthorized Disclosure of Data/Indemnification-ERIC: Should there be an unauthorized disclosure of Member Data, Third-Party Data, or ERIC Reports by ERIC, whether accidental or intentional or the responsibility of a third party ("ERIC Unauthorized Disclosure"), ERIC shall immediately give notice to Members and take such other steps as required by law, insurance policies, and its incident response plan. ERIC shall keep the membership reasonably apprised of the steps it is taking to address the ERIC Unauthorized Disclosure. 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 attributable to a negligent act or omission by ERIC, capped at the limit of any applicable ERIC insurance policy.
- h. Miscellaneous. This provision 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.

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4. Utilizing ERIC Reports to Improve the Accuracy of State Voter Rolls, Increase Access to Voter Registration, and Investigate Possible Cases of Illegal Voting.

ERIC securely analyzes Member Data and Third-Party Data in order to provide its Members with the ERIC Reports. Members use the ERIC Reports to improve the accuracy of their voter registration rolls, provide voter registration information to potentially eligible but unregistered individuals, and investigate possible cases of illegal voting. “Member Data” is defined in Section 2 of this Agreement. “Third-Party Data” and “ERIC Reports” are defined in Section 3 of this Agreement.

Well-timed, frequent, and effective use of ERIC Reports will result in more accurate and up to date voter rolls at any given time. Additionally, more eligible citizens will be registered to vote. ERIC recognizes that Members have other significant year-around legal obligations associated with conducting elections. In recognition of these complex conditions, Members must request and act on ERIC Reports as specified in this section, and in a manner that complies with applicable federal and state laws.

a. Requirements for requesting ERIC Reports; schedules and deadlines. For the purposes of this subsection, a Member’s Date of Certification is the date established pursuant to Section 2(a) of this Agreement.

i. Initial Reports:

- A. Each Member must request and act on an Eligible but Unregistered Report by October 1 or fifteen (15) days before the close of registration, whichever is earlier, of the first Federal General Election following the Member’s Date of Certification. For the purposes of this requirement, close of registration means the earliest of the final day to register by mail or online. In furtherance of ERIC’s mission and to maximize the value of the Eligible but Unregistered report, the Member must request and act on it during a year in which a Federal General Election occurs.
- B. Each Member must request and act on a Cross-State Movers Report, an In-State Movers Report, a Duplicate Report, and a Deceased Report consistent with state law, within 12 months of the Member’s Date of Certification. To be clear, each Member must request and act on all four reports specified in this subsection within the 12-month deadline.
- C. Each Member must request a Voter Participation Report for the first Federal General Election following the Member’s Date of Certification, unless the Member is deemed ineligible to receive this report pursuant to Section 5 of this Agreement.

ii. Subsequent Reports:

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- A. After a Member requests and acts on the ERIC Reports specified in subsections (i)(A) and (i)(B) above, the Member must request and act on a Cross-State Movers Report, an In-State Movers Report, a Duplicate Report, and a Deceased Report, consistent with state law, within 12 months of may request the report in these subsections its last receiptreeeipt of these reports, on a schedule deemed appropriate by the Member and upon which ERIC staff can reasonably provide the requested reports. If a Member is unable to request and take action on a report in this timeframe due to having three or more federal elections within a twelve month period, the Executive Director shall grant a three (3) month extension to the member upon written request by the member. If a Member fails to request and take action on a report within the three month extension period, then the Member cannot receive any other reports from ERIC until it has requested and acted on the report for which it is late.
- B. After a Member requests and acts on the ERIC Reports specified in subsections (i)(A) and (i)(B) above, the Member may request the Eligible but Unregistered Report, ~~or~~ and the Voter Participation Report, on a schedule deemed appropriate by the Member upon which the ERIC staff can reasonably provide the requested reports. If a state requests an Eligible but Unregistered Report in advance of any Federal General Election, it shall also request a Voter Participation Report for that same Federal General Election, and if a Member wishes to receive a Voter Participation Report after a Federal General Election, it shall also request a Eligible but Unregistered Report in advance of that same Federal General Election. Members must act on both reports pursuant to other provisions of this membership agreement in order to receive either of these reports. Only those Members deemed ineligible to receive the Voter Participation Report pursuant to Section 5 of this Agreement may receive the Eligible but Unregistered Report without also receiving and acting on the Voter Participation Report.
- a. Should a Member fail to request or decline to act on the Eligible but Unregistered Report before any given Federal General Election, that member shall not receive a Voter Participation Report for that same Federal General Election.
 - b. Should a Member fail to request or decline to act on the Voter Participation Report after any given Federal General Election, that member shall not receive an Eligible but Unregistered Report for the next Federal General Election.
 - c. Neither the Eligible but Unregistered Report nor the Voter Participation Reports shall be delivered to any Member that has not certified its compliance with Section 4d.

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~~A.C.~~ Members must complete action on any ERIC Report received by the deadline for that report as specified in subsection (b). In furtherance of ERIC's mission, and to maximize the value of membership in ERIC, Members are strongly encouraged to utilize these reports as frequently as possible while complying with applicable federal and state laws.

~~B. After an eligible Member requests and acts on the initial Voter Participation Report, the Member may request these reports pursuant to Section 5 of this Agreement.~~

~~C.D.~~ Any Member who has not requested and acted on an ERIC Report specified in subsections (i)(B) and (i)(C) at least once by the date this section is adopted must request and act on the report(s) not yet requested. For unrequested reports specified in subsection (i)(B), the member has 12 months from the date this section is adopted to comply with this requirement. For an unrequested Voter Participation Report, all Members not deemed ineligible must request it for the next Federal General Election in which it is available.

iii. National Change of Address Report: Each Member may request a National Change of Address Report any time following the Member's Date of Certification. Members are not required to request this report as a condition of membership.

b. Requirements for acting on ERIC Reports, deadlines for taking action.

This section addresses deadlines and required actions for the Eligible but Unregistered, Cross-State Movers, In-State Movers, Duplicates, and Deceased Reports. See Section 5 for the deadlines and requirements pertaining to the Voter Participation Reports.

i. Eligible but Unregistered Report:

A. These reports must be used to provide voter registration information to potentially eligible but not yet registered individuals.

~~B.~~ When the Member receives an Eligible but Unregistered Report the Member must act on the report by, at a minimum, initiating contact with all individuals identified in the report deemed potentially eligible by the Member for the purposes of providing information on the most efficient way to register to vote, including the deadlines and eligibility

B. requirements for registering as specified in applicable state or federal laws.

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- C. For the purposes of this Agreement, “individuals identified in the report deemed potentially eligible by the Member” refers to the individuals who remain on the Contact List after the Member has used any other official federal, state, or local data sources, or records internal to the Member, to identify and remove from the contact list individuals who are not eligible pursuant to state law.
 - D. For the purposes of this Agreement, “Contact List” refers to the final list of potentially eligible but unregistered individuals provided to the entity responsible for preparing the mailing (or any other form of contact) to the recipient of the voter registration information.
 - E. Members may not remove from the Contact List any individual identified in the report who otherwise appears to be eligible to register under federal or state law.
 - F. Members are not required to initiate contact with eligible or potentially eligible individuals more than once at the same address. Members are not required to contact any individual who has affirmatively confirmed their desire not to be contacted pursuant to this Agreement or who is otherwise ineligible to vote in the Member’s state.
 - G. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.
- ii. Cross-State and In-State Movers Reports:
- A. These reports must be used to improve the accuracy of the Member’s voter rolls.
 - B. When a Member receives a Cross-State Movers or In-State Movers Report the Member must act on the report by, at a minimum, initiating contact with all voters identified in the report in order to correct the inaccuracy or obtain information sufficient to inactivate or update the voter’s record. This requirement does not prevent the Member from taking any other action on a voter record identified in these reports that may be required by federal or state law.
 - C. ERIC recognizes Members may exclude from contact conducted in accordance with this subsection any voter identified in these reports where other official federal, state, or local data sources, or records internal to the Member, indicate the voter record is not out of date or inaccurate. Upon the request of the Executive Director, Members must provide to ERIC details on the excluded voter records.

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- D. Each Member has ninety (90) days after the report was provided to initiate contact with all voters for whom data in the report indicates a record is inaccurate or out of date.
 - E. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.
- iii. Duplicate and Deceased Voters Reports:
- A. These reports must be used to improve the accuracy of the Member's voter rolls.
 - B. When a Member receives a Duplicate or Deceased Report the Member must act on the report by, at a minimum, resolving all duplicate registrations or removing all deceased voters identified in these reports. This requirement does not prevent the Member from taking any other action on a voter record identified in these reports that may be required by federal or state law.
 - C. ERIC recognizes Members may not act on any voter record identified in these reports where other official federal, state, or local data sources, or records internal to the Member, indicate the voter is not deceased or the record is not a duplicate. Upon the request of the Executive Director, Members must provide to ERIC details on these voter records.
 - D. Each Member has ninety (90) days after the report was provided to act on all voter records for which data in the Deceased Report indicates the voter is deceased or for whom the data in the Duplicates Report indicates a registration record is a duplicate.
 - E. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.
- c. Accountability and Transparency. By July 1 of each year, the Executive Director must cause to be published a report of each Member's utilization of the ERIC Reports for the previous calendar year. At a minimum, for each Member, the report must disclose the total number of ERIC Reports requested, the specific ERIC Reports requested, and the frequency by which such ERIC Reports were requested throughout the preceding year. In consultation with the Executive Committee, the Executive Director may include other content related to how Members used ERIC in the preceding year. The first report will be published by July 31, 2025.
- d. Certifying compliance with ERIC Report requirements.

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- i. The goals of certifying compliance with Subsection (b) are to 1) ensure Members take seriously their obligations to effectuate ERIC’s mission of improving the accuracy of state voter rolls and providing voter registration information to all eligible citizens, 2) hold Members accountable to the public and to other members of the organization, and 3) provide ERIC with information needed to evaluate its effectiveness.
- ii. In the manner and by the deadline prescribed by the Executive Director, Members must provide written certification to the Executive Director that the Member has or has not complied with the requirements for acting on the Cross-State Movers, In-State Movers, Duplicate, Deceased, Eligible but Unregistered, and Voter Participation Reports. In consultation with the Executive Committee, the Executive Director may ask Members to submit supplemental information that may be useful to evaluating ERIC’s effectiveness.
- iii. Upon advance written notice from the Member Representative, Member staff other than the designated Member Representative may certify compliance. Written notice must be submitted via email to the Executive Director not less than one (1) day prior to the Member submitting the certification.
- iv. ERIC recognizes some Members may, on occasion, be unable to certify compliance due to voter registration system limitations, technical difficulties, or other circumstances. These Members must communicate such limitations or circumstances in writing to the Executive Director at 30 days prior to the first certification deadline established by the Executive Director or as such circumstances arise at any point during membership in ERIC. The Executive Director will assess the circumstances preventing the certification and work with the Member to determine if there are acceptable alternatives to achieving the goals of the certification requirement. This determination is in the sole discretion of the Executive Director, though the Executive Director will consult with the Executive Committee during the assessment process.
- iv.v. For those Members who choose to receive supplemental Eligible but Unregistered and Voter Participation Reports, consistent with Section 4a(ii)(b), each Member shall certify that they have received and acted on the Eligible but Unregistered Report by no later than October 1 of a Federal General Election year. Said certification will serve as confirmation of a request for the Voter Participation Report for that same Federal General

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Election, unless the members is deemed ineligible to receive the Report pursuant to Section 5 of this Agreement.

e. Deadline extensions to request a report, act on a report, or certify compliance with report requirements.

i. Eligible but Unregistered Reports:

A. Members may submit a written request for a reasonable extension to request their initial Eligible but Unregistered Report. The request must be submitted to the Executive Director not less than thirty (30) days before the applicable deadline. The request must set forth the reasons for the extension and provide a specific date when the report will be requested. Due to the inability to reschedule a Federal General Election, an extension must be based on and will only be granted in extraordinary circumstances.

~~B. Members may submit a written request for a brief extension to act on an initial or subsequent Eligible but Unregistered Report. The request must be submitted to the Executive Director not less than seven (7) days before the applicable deadline. The request must set forth the reasons for the extension and provide a specific date when contact will be initiated, except that the Member must initiate contact by a date that provides time for individuals on the Contact List to register and vote in the forthcoming Federal General Election.~~

C.B. Members may submit a written request for an extension to certify compliance with the requirements for this report in the manner and by the deadline established by the Executive Director pursuant to subsection (d).

ii. Cross-State and In-State Movers Reports:

A. Members may submit a written request for a reasonable extension to request or act on an initial Cross-State or In-State Movers report. The request must be submitted to the Executive Director not less than thirty (30) days before the 12-month deadline to request the report, or thirty (30) days before the deadline to initiate contact. The request must set forth the reasons an extension is needed and provide a specific date when the report will be requested, or contact will be initiated.

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- B. Members may submit a written request for a reasonable extension to act on a subsequent Cross-State or In-State Movers report. The request must be submitted to the Executive Director not less than thirty (30) days before the 90-day deadline. The request must set forth the reasons an extension is needed and provide a specific date when the report will be requested, or contact will be initiated.
- C. Members may submit a written request for an extension to certify compliance with the requirements for these reports in the manner and by the deadline established by the Executive Director pursuant to subsection (d).

iii. Deceased and Duplicates Reports:

- A. Members may submit a written request for a reasonable extension to request or act on voter records identified in an initial Deceased or Duplicates Report. The request must be submitted to the Executive Director not less than (30) days before the 12-month deadline to request the report, or thirty (30) days before the deadline to act on the report. The request must set forth the reasons an extension is needed and provide a specific date when the report will be requested, or action will be completed.
- B. Members may submit a written request for a reasonable extension to act on a subsequent Deceased or Duplicates Report. The request must be submitted to the Executive Director not less than thirty (30) days before the 90-day deadline. The request must set forth the reasons an extension is needed and provide a specific date when action will be completed.
- C. Members may submit a written request for an extension to certify compliance with the requirements for these reports in the manner and by the deadline established by the Executive Director pursuant to subsection (d).

iv. Voter Participation Reports.

- A. Members may submit a written request for a reasonable extension to complete its internal investigations arising from possible cases of illegal voting identified in a Voter Participation Report. The request must be submitted to the Executive Director not less than fifteen (15) days prior to the applicable deadline. The request must set forth the reasons for the

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extension request and provide a specific date when the internal investigations will be completed.

- B. Members may submit a written request for an extension to certify compliance with the requirements for this report in the manner and by the deadline established by the Executive Director pursuant to subsection (d).
- v. The Executive Director has sole discretion on whether to grant an extension under this subsection or proceed to the applicable Member removal provisions in subsection (f). The Executive Director will inform the Executive Committee of all extension requests submitted pursuant to this section.

f. Failure to request and complete action on reports.

- i. The Executive Director must notify, or cause to be notified, in writing, a Member who appears to be at risk of missing a deadline to request its initial Cross-State Movers, In-State Movers, Duplicates, Deceased, Eligible but Unregistered, or Voter Participation Report. A Member who fails to request, act on, or certify any initial report by the applicable deadline, and who fails to request an extension on any of these requirements as provided in subsection (e), is *automatically removed* from ERIC Membership.
- ii. A Member who fails to act on or certify any of their subsequent ERIC Reports by the applicable deadlines, and who fails to request an extension as provided in subsection (e), may be suspended from receiving additional ERIC Reports. Whether to suspend access to additional reports, and the duration of such suspension, is in the sole discretion of the Executive Director. The Executive Director shall take into account the circumstances of the failure to complete the required action and failure to request an extension, including whether the Member appeared to otherwise be acting in good faith to comply with the applicable requirements. The Executive Director will inform the Executive Committee of any actions taken pursuant to this subsection.

5. Voter Participation Reports.

- a. ERIC recognizes that the appearance of illegal voting, allegations of illegal voting, and actual illegal voting undermines public confidence in the electoral process and election outcomes. ERIC can be a tool to identify potentially illegal votes and refer

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them to Members for further investigation consistent with each state's laws. For the purposes of this Agreement, "illegal votes" means votes cast by an individual who may have voted more than once in the Member jurisdiction at the same election, voted in more than one Member jurisdiction at the same election, or voted on behalf of a deceased voter within the Member jurisdiction.

- b. After completing an initial Voter Participation Report, eligible Members may request Voter Participation Reports following each Federal General Election as provided in ~~4a(ii)(b)subsection (e)~~. An eligible Member is not required to request this report after they have requested and acted on their initial Voter Participation Report, but they must have received and acted on an Eligible but Unregistered Report for that same Federal General Election in order to request this report.
- c. ~~To receive the Voter Participation Report, Members must submit a written request to the Executive Director at least 30 calendar days before the applicable election. In the written request~~When a Member certifies that it has received and acted on a supplemental Eligible but Unregistered Report, pursuant to Section 4d(v), the Member must also: (1) specify the election for which it requests data identifying voters who appear to have cast ~~improper-illegal~~ votes, (2) affirm that it will submit to ERIC voting history data for the applicable election in a manner consistent with how voter files and motor vehicle records are submitted to ERIC, (3) affirm that it will accept the requested data from ERIC, (4) affirm that it will complete a reasonable internal investigation of any possible improper votes before publicly releasing information about the data, and (5) affirm that it can protect the confidentiality of the Voter Participation Report—, either by state law or administrative rule, until the internal investigation is complete and the findings are turned over to law enforcement.
- d. Any Member unable to provide the affirmation required in c(5) is deemed ineligible to receive the Voter Participation Report and must submit to the Executive Director a written ~~explanation—certification~~ of why the Member cannot provide the affirmation in c(5), and cite the relevant statute(s), regulation(s), and/or law that prevents the Member from affirming pursuant to c(5). Members deemed ineligible to receive this report, or who do not request the report, are not required to submit voting history data for use in preparing Voter Participation Reports, and may still receive and act on supplemental Eligible but Unregistered Reports.
- e. A Member who requests a Voter Participation Report must submit to ERIC the required voting history data no later than 90 days from the date the Member certifies the applicable Federal General Election pursuant to the Member's state law. In consultation with the Executive Director, the Member may request a deadline extension to accommodate a recount(s) or other post-election activity required by state law that will prevent the member from providing the voting history data by the 90-day deadline.

EXHIBIT A

- f. A Member who requests a Voter Participation Report must refer all findings of credible cases of illegal voting to the appropriate law enforcement authorities, as designated by the Member's state law, no later than December 31 of the calendar year following the applicable Federal General Election or 180 days after the Member receives its final Voter Participation Report, whichever is later.
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. 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 C.
8. 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.
9. 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
10. 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.
11. 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 a majority vote of the entire Membership. 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.
12. 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.

EXHIBIT A

13. 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.
14. 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.
15. 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. This Agreement may be executed using electronic signatures.
16. 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.
17. Headings and Subsections. Section headings are provided for reference and do not constitute part of this Agreement.
18. 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:

Name:
Title: ERIC Executive Director
Address:
Phone:
Email:

[MEMBER]

By: _____
Name: _____
Title: _____
Date: _____

Notice Details:

With a copy to (optional):

Name:	Name:
Title:	Title:
Address:	Address:
Phone:	Phone:
Email:	Email:

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
7. Current record status
8. Phone number
9. E-mail address or other electronic contact method

Exhibit C

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).



ERIC Board of Directors Meeting

March 17, 2023 | 11:00 am – 2 pm ET
Virtual/Teleconference

Call to Order/Roll Call – 10 Minutes

1. Approval of the Feb. 19, 2023, Annual Board of Directors Meeting Minutes – 5 minutes
This is a vote of the Board of Directors. Proxy votes are not permitted. Approval requires a majority vote of those present.

2. Membership Agreement Amendments – 2.5 Hours
 - a. Membership Agreement: Operational Enhancements
This is a vote of the Membership. Proxy votes are permitted. Requires 27 yes votes to pass.

 - b. Membership Agreement: Reform Proposals/Changes to Report Requirements
 - i. Workgroup Proposal – aka “A La Carte” Model.
This is a vote of the Membership. Proxy votes are permitted. Requires 27 yes votes to pass.

 - ii. GA-PA Alternative Proposal.
This vote is contingent on the outcome of the vote on the A La Carte model. If taken, it is a vote of the Membership. Proxy votes are permitted. Requires 27 yes votes to pass.



UNOFFICIAL 2023 Annual ERIC Board of Directors Meeting
February 19, 2023 | 8:00 am – 1:30 pm EST
Washington Marriott at Metro Center, Washington, D.C.

The meeting was called to order at 8:04 a.m. EST. Chair Grandjean welcomed board members and staff in attendance. Secretary Maeda conducted the roll call. 28 Directors were present, 4 Directors were absent. See attached roll call documentation.

1. Approval of Prior Meeting Minutes

R. Rock moved, L. Lamone seconded the motion to approve the July 22, 2022, and December 9, 2022, ERIC meeting minutes. No discussion. Motion was unanimously approved on a voice vote.

2. Independent Cyber Security Assessment Options (Discussion/Board Guidance)

E. Haas presented independent cyber security assessment options for 2023-24. The board discussed assessment priorities. ERIC staff will send a survey asking members to prioritize assessment options and other related efforts.

3. Member Updates (Discussion)

K. Ingram reported there is legislation moving in Texas that would effectively discontinue the state's participation in ERIC unless ERIC makes changes to report requirements in the Membership Agreement. S. Hamlin said one option is to engage the services of a contract lobbyist to educate the Texas legislature on the importance to the state of remaining an ERIC member and address their concerns/questions about ERIC. Brief discussion followed. S Hamlin stated he will discuss the idea further with the Executive Committee and K. Ingram in the coming weeks.

D. Becker reported there is legislation in California that would allow require the state to become a member of ERIC. Brief discussion followed.

S. Hamlin summarized the status of efforts to help several other states join.

4. Membership Compliance Briefing (Discussion)

S. Hamlin walked the board through a presentation on membership compliance. He reviewed the Membership Agreement provisions that, if violated, result in automatic removal of a member from ERIC. He then noted these provisions do not consider mitigating or aggravating factors, or intent. All violations are treated equally in the agreement. He also noted there is no timeline specified for when a member should be removed after violating

an automatic removal provision, but noted the founders intended for this action to occur reasonably soon after the violation occurs. He then summarized report certification requirements, ERIC's history of enforcing compliance, and actions he's implemented to improve how members use ERIC and stay in compliance with the agreement requirements.

S. Hamlin reported Florida did not complete the required EBU mailing for the 2022 Federal General Election. Failure to act on an EBU report results in automatic removal. S. Hamlin reported that he and the Executive Committee discussed this matter multiple times throughout December, January, and February. It was clear no one wanted to remove Florida. He then reported many other members have not met other membership agreement provisions that should result in automatic removal from ERIC. These violations were not necessarily intentional, though some were serious, and others were technical in nature. He was clear these violations were distinguishable from Florida's violation. However, he stated that when he considered the totality of the factors at play, as a matter of equity and fairness, he had not moved forward with removing Florida from ERIC. S. Hamlin also stated that he and the Executive Committee were committed to strict and uniform enforcement of the provisions going forward.

M. Wolfe said that despite how the Membership Agreement is written, there is a difference between a member failing to meet a requirement due to technical issues or a missed email deadline compared to a member willfully violating a provision.

S. Holmes asked for Florida to comment on the missed EBU mailing. M. Matthews said Florida believes it complied with the requirement. S. Hamlin said he and ERIC's counsel concluded Florida did not comply. He explained Florida submitted the certification notice required by Section 5(a) of the Membership Agreement. It stated Florida was "not in receipt of the report." ERIC's records clearly show that the EBU report was provided to Florida. ERIC's records also clearly show that Florida did not download the 2022 EBU Report ERIC provided. Therefore, Florida received but did not act on the report as required in Section 5(a).

J. Marks agreed it was important to recognize the difference between a willing violation of the Membership Agreement and bylaws versus a violation caused by extenuating circumstances. He said it gave him pause that there may be no repercussions for a member who willingly violated a provision and was unwilling to remedy the violation.

A robust and extended discussion ensued, with additional board members engaging in the conversation and raising similar concerns and points.

S. Hamlin asked board members to indicate whether they wanted to proceed with removing Florida from ERIC. No formal vote was taken, but overall, the members present indicated they did not support removing Florida from ERIC at this time.

5. Bylaws and Membership Agreement Amendments (Discussion/Membership Votes)

Chair Grandjean recognized the efforts of the working group that met seven times between September 2022 and February 2023. She said the recommendations from the working group came out of challenging circumstances.

D. Maeda said his Secretary of State, and a group of other Secretaries, asked that the vote on whether to eliminate the ex officio position from the board be voted on at the same time as

the other reform proposals. J. Marks said he agreed with that approach. B. Evans said he agreed as well.

Bylaws Amendments

S. Hamlin walked the board through the workgroup's proposed changes to the bylaws. The changes were categorized as "operational enhancements" and "reforms." He explained that, generally, operational enhancements were technical, housekeeping in nature, or made to align with operational practices. Reform amendments to the bylaws were limited to repealing Article III, Section 3: Non-Voting Board Seats and a portion of another section that references non-voting board seats.

Chair Grandjean moved, and H. Burhans seconded, a motion to repeal Article III, Section 3 of the bylaws.

Discussion followed.

D. Becker said he wished to remain on the board. He made a case for why the board should retain his position. He highlighted his leadership in creating ERIC, his work over the last 11 years on behalf of ERIC – recruiting new states, helping interested states overcome hurdles to joining, working with local elections officials to build support for ERIC, and helping the organization build the reputation it now has. He specifically cited his work in building support for ERIC with the Florida Supervisors of Elections as an example of his contributions. He commented that being part of creating ERIC, and being part of it over the years, has been the most rewarding part of his career.

Discussion ensued. Some members spoke in favor of repealing the non-voting board seats, while others spoke in support of retaining the seats.

Secretary Maeda conducted a roll call vote of the membership. There were 7 yes votes, 20 no votes, and 1 abstention. The motion failed. See attached roll call documentation.

J. Choate moved, and L. Lamone seconded, a motion to approve the workgroup's proposed operational enhancement amendments to the bylaws the motion.

There was no discussion.

Secretary Maeda conducted a roll call vote of the membership. There were 27 yes votes and 0 no votes. The motion was adopted. See attached roll call documentation.

Membership Agreement Amendments

As the discussion transitioned to the workgroup's proposed changes to the Membership Agreement, R. Rock asked what items were going to be voted on at this meeting. S. Hamlin said there was a request during the open microphone briefing sessions to delay the vote on the proposed changes to ERIC report requirements (the "a la carte" model) in order to give members more time to dig into the proposed changes. The intent now was to set a date for the board to discuss and vote on these changes, likely in March.

With approximately 30 minutes before the meeting was scheduled to adjourn, S. Hamlin and Chair Grandjean agreed it was prudent to postpone the briefing and scheduled vote on the workgroup's proposed operational enhancement amendments to the Membership Agreement.

To facilitate a short discussion on the workgroup's recommended reform proposals to ERIC's report requirements (the "a la carte" model), S. Hamlin provided a rushed overview of the proposal.

Chair Grandjean moved, and B. Evans seconded, a motion to meet to discuss and vote on the workgroup's reform proposals to the Membership Agreement on March 17, 2023.

J. Choate spoke to the proposed "a la carte" changes to the ERIC report requirements, making a case for the merits of the proposal and the need to think differently about how ERIC functions and what it requires of its members going forward. He encouraged all Directors to go back and have serious, thoughtful internal discussions with their Secretaries or boards about the proposal and what they really want from ERIC going forward.

There was no further discussion.

Secretary Maeda conducted a roll call vote of the membership. There were 25 yes votes and 1 abstention. The motion was adopted. See attached roll call documentation.

6. 2023 Elections (Discussion/Board Vote)

a. Officers and Committee Members

With approximately 10 minutes left before the scheduled adjournment, S. Hamlin quickly summarized the process and discussion the Executive Committee followed to put together the recommended slate of officers and committee members for 2023. He noted the importance of continuing the practice of electing an Executive Committee comprised of Member Representatives whose Chief Election Officials are from both major parties; that the leadership team be bipartisan. He then put a motion on the screen displaying the Executive Committee's recommended slate.

R. Rock moved, and M. Wolfe seconded, a motion to appoint J. Brater (MI), Chair, C. Peters (MO), Vice Chair, H. Burhans (IA), Treasurer, D. Maeda (MN), Secretary, J. Marks (PA) and B. Evans (GA) as Executive Committee Members, and S. Holmes to the board member representative to the Finance Committee for 2023.

There was no discussion.

Secretary Maeda conducted a roll call vote of the board. There were 27 yes votes and 0 no votes. The motion was adopted. See attached roll call documentation.

b. Non-Voting Board Member

S. Hamlin provided a summary of the history of the non-voting board seats, including how the board had modified the non-voting board seat bylaws provision over time.

With less than five minutes before the scheduled adjournment, M. Wolfe expressed strong concerns about the rushed nature of this important decision, noting there was no time for discussion. (Several members were preparing to leave because they had flights to catch.) M. Grandjean moved to vote on the appointment of the ex officio (non-voting) board member at the March 17 meeting and to leave the position vacant until that date. There was no immediate second. D. Becker asked if that would mean he could not participate in the March 17 meeting. C. Connor, participating via conference call, moved to reappoint D. Becker to the position. There was not a second. S. Hamlin and legal counsel were conferring and reviewing the bylaws for guidance on how to proceed in light of the disorder and confusion resulting from the lack of time, members leaving the room to catch flights, multiple

conversations occurring around the room, multiple motions on the table, multiple questions from members, a lack of clarity on whether all the motions were in order, and the need to adhere to the agenda and votes that were noticed. L. Lamone noted it was customary to allow the person to continue to serve in the position until an appointment is made. H. Burhans gave a second to Chair Grandjean's motion. Nearly simultaneously, J. Brater moved to extend D. Becker's term until the March 17 meeting. B. Evans gave the second. S. Hamlin suggested the board vote on J. Brater's motion, as it preserved the status quo by postponing a vote that had been noticed for this meeting and did not occur only because the board ran out of time.

Secretary Maeda conducted a roll call vote. There were 21 yes votes and 4 no votes. The motion was adopted. See attached roll call documentation.

The meeting was adjourned at 1:33 p.m. EST.

Roll Call and Vote Tally Record
2/19/2023
Washington, DC & Virtual Via Zoom

Called to Order at: 8:02 am EST
Adjourned at: 1:33 pm EST

			Membership Vote - Proxies Allowed									Director's Vote - No Proxies - Majority of those Present								
			Attendance Roll Call	Other attendees from Member state	BL Motion: Enhancements Only			BL Motion: Reform Only Repeal Section 3 and related			Motion to Convene Board Meeting on 3/17/2023			2023 Officer & Committee Elections			Contingent on Prior Membership Votes			
Member State	Member Representative	Designated Proxy			Present?	Yes	No	Abstain	Yes	No	Abstain	Yes	No	Abstain	Yes	No	Abstain	Yes	No	Abstain
1	Alabama	Vacant	NA	NA																
2	Alaska	Michaela Thompson		0																
3	Arizona	Colleen Connor		1	1			1		1			1							
4	Colorado	Judd Choate		1	1			1		1			1							
5	Connecticut	Ted Bromley		0				1												
6	Delaware	Anthony Albence		1	1			1		1			1							
7	District of Columbia	Monica Evans		1	1			1		1			1							
8	Florida	Maria Matthews		1																
9	Georgia	Blake Evans		1	1			1		1			1							
10	Illinois	Brenadette Matthews		1	1			1		1			1							
11	Kentucky	Karen Sellers		1	1			1		1			1							
12	Iowa	Heidi Burhans		1	1			1		1			1							
13	Maine	Melissa Packard		1	1			1		1			1							
14	Maryland	Linda Lamone		1	1			1		1			1							
15	Massachusetts	Michelle Tassinari		1	1			1		1			1							
16	Michigan	Jonathan Brater		1	1			1		1			1							
17	Minnesota	David Maeda		1	1			1		1			1							
18	Missouri	Chrissy Peters		1	1			1		1			1							
19	Nevada	Mark Wlaschin		1	1			1		1			1							
20	New Jersey	Lauren Zyriek		1	1			1		1			1							
21	New Mexico	Mandy Vigil		1	1			1		1			1							
22	Ohio	Mandi Grandjean		1	1			1		1			1							
23	Oregon	Molly Woon		1	1			1		1			1							
24	Pennsylvania	Jonathan Marks		1	1			1		1			1							
25	Rhode Island	Rob Rock		1	1			1		1			1							
26	South Carolina	Howard Knapp		0																
27	Texas	Keith Ingram		1	1			1		1			1							
28	Utah	Ryan Cowley		0																
29	Vermont	Will Senning		1	1			1		1			1							
30	Virginia	Susan Beal		1	1			1		1			1							
31	Washington	Stuart Holmes		1	1			1		1			1							
32	West Virginia	Brittany Westfall		1	1			1		1			1							
33	Wisconsin	Meagan Wolfe		1	1			1		1			1							
				28	Totals	27	0	0	7	20	1	25	0	1	27	0	0	0	0	
	Non-Voting Board Member	David Becker	yes			Yes	No	Abstain	Yes	No	Abstain	Yes	No	Abstain	Yes	No	Abstain	Yes	No	Abstain
	Non-Voting Board Member	Vacant			Required Votes	22			22			15			15			15		
	Ex-Officio - Executive Director	Shane Hamlin	yes																	
	Ericka Haas	ERIC	yes																	
	Sarah Whitt	ERIC	yes																	
	Sally Steffen	ERIC General Counsel	yes																	

From: Grandjean, Amanda
Sent: Thursday, March 16, 2023 12:35 PM AKDT
To: Grandjean, Amanda
CC: Shane Hamlin
Subject: Waiver of Notice - Bylaws Amendment
Attachments: [EXTERNAL] Notice - Proposed Amendments to ERIC's Governing Docs.msg.eml, Letter re ERIC Reforms to ERIC Bylaws and Membership Agreement.pdf

You don't often get email from agrandjean@ohiosos.gov. [Learn why this is important](#)

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Dear ERIC Membership,

On behalf of Secretary LaRose, I am seeking a waiver of notice for the purposes of adding to the agenda the working group's proposal to strike Article III, Section 3 from the bylaws for the full membership's reconsideration at tomorrow's meeting. I am also reattaching Secretary LaRose's letter for additional context.

Article II, Section 11, of the ERIC Bylaws states, "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." As you know, this proposal was recommended by the working group, was officially provided to you on February 8, 2023 (that notice is reattached), was on the agenda, and ultimately voted on during the February 19, 2023 meeting.

Please reply all with "yes, I accept the waiver" or a "no, I don't accept the waiver."

Thank you,
Mandi



Amanda M. Grandjean, Esq. | Senior Advisor to the Secretary and Deputy Assistant Secretary of State
Office of the Ohio Secretary of State

O: 614.466.3899
C: 330.412.4467
OhioSoS.gov



Via Electronic Mail

March 6, 2023

Mr. Shane Hamlin
Executive Director, Electronic Registration Information Center (ERIC)
1201 Connecticut Ave., NW, Suite 600
Washington, D.C. 20036

Re: Reforms to ERIC Bylaws & Membership Agreement

Dear Mr. Hamlin and ERIC Board Members:

Ohio joined ERIC in 2016, prior to the start of my administration. Since then, I've found this collaborative partnership between member states to be the only advanced election integrity resource of its kind. Ohio's participation in ERIC has helped to identify hundreds of cases of apparent voter fraud that have been referred for investigation and potential prosecution. Each of these cases of wrongdoing, if accurate, represent the potential to alter or spoil local, state, and even federal elections impacting thousands of Ohioans, particularly in close contests. The value that our ERIC membership provides in fulling my duty to investigate, as state law requires, "the administration of election laws, frauds, and irregularities" has been tangible.

That's not to say ERIC is without its flaws. From its inception, the organization has maintained questionable ties to ex-officio board members with highly partisan reputations. While most member states tolerated this association, the ongoing presence and influence of these polarizing figures has become a distraction, if not a deterrent, to long-overdue reforms to ERIC's governing documents. As a result, several member states have already left the organization, and others are considering that step pending the outcome of another vote on the proposed reforms at ERIC's March 17, 2023 meeting.

Eight months ago, Ohio convened a bipartisan working group of ERIC board members to address legitimate concerns expressed by dues-paying members, including membership requirements, operational and financial integrity, and bipartisan oversight. Unfortunately, the working group's previously unanimous recommendations were stifled at the February 19, 2023 meeting by an ex-officio board member's aggressive lobbying campaign. ERIC board members participating in that meeting have since expressed dismay that the rushed and chaotic vote taken at the conclusion of the meeting did not comply with the rules of order and may therefore be illegitimate. Sadly, this outcome only reinforces the concerns dues-paying members have raised and exacerbates the rapidly degrading public view of the organization. The working group's proposals would have addressed and sought to remedy these alarms.

I have been a hopeful advocate for the value of ERIC and a champion for the reforms I and others believe could save it, but the organization's obstinance may be its demise. As I write this letter, at least six of my colleagues are considering a withdrawal from ERIC. The immediate action of the ERIC board at its March 17 meeting can potentially salvage their participation and ours, but ONLY if the proposed reforms win the approval the board. These include:

1. Amending the bylaws to explicitly state that ERIC's membership should only consist of member states, who answer to the voters and taxpayers they represent,
2. Removing ex-officio membership positions from ERIC's bylaws, and
3. Permitting member states to utilize ERIC's data-sharing services "a la carte," in the manner which they believe best serves their local interests. For example, members should not be forced to meet specific requirements, such as Eligible but Unregistered voter mailings or cross-state fraud analysis, if they do not deem those actions necessary or relevant to the needs of their respective states.

Other reforms are needed to improve ERIC's reputation and accountability, but these fundamental changes must take place at the March 17 meeting to prevent any further erosion of support. I want to emphatically state that Ohio remains in constant discussion with fellow member states about the future of ERIC, and I will not accept the status quo as an outcome of the next meeting. Anything short of the reforms mentioned above will result in action up to an including our withdrawal from membership. I implore you to do the right thing.

Yours in service,



Frank LaRose
Ohio Secretary of State

From: Hamlin, Shane
Sent: Wednesday, February 8, 2023 7:43 PM AKST
To: Hamlin, Shane
CC: Haas, Ericka; Whitt, Sarah
Subject: [EXTERNAL] Notice - Proposed Amendments to ERIC's Governing Docs
Attachments: Confidential Executive Summary and Proposed Amendments - ERIC Governing Docs 02-08-2023.pdf
Importance: High

******Secretary of State Security Notice******

This e-mail is from an external source. Think before you click links or open attachments.

Sent to the ERIC Board of Directors and Secondary Points of Contact.

Directors,

Pursuant to Article II, Section 10 of ERIC's Bylaws, set forth in full below, please consider this email the required submission of proposed amendments to ERIC's Bylaws and Membership Agreement for consideration at the 2023 ERIC Annual Board of Directors meeting. As I've previously communicated, this meeting will occur on February 19, 2023, at the Marriott Metro Center Hotel in Washington, DC. The calendar invitation I distributed includes additional details about the meeting.

Thank you,

-Shane

Shane Hamlin | Executive Director
ERIC | Electronic Registration Information Center
1201 Connecticut Ave NW, Suite 600
Washington, DC 20036
(202) 695-3464

www.ericstates.org

Article II, 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.



Proposed Amendments to ERIC's Bylaws and Membership Agreement

CONFIDENTIAL | pre-Decisional

February 8, 2023

Background

Since the last major revision to ERIC's Bylaws and Membership Agreement (governing documents) in November 2018, ERIC's Executive Director has been documenting and developing updates to ERIC's governing documents. Some of these are minor "housekeeping" changes, others would align ERIC's governing documents with operational reality – how various provisions work in the "real world" based on what the organization has learned since it was launched in 2012. Other changes are more substantial, though none would alter ERIC in a fundamental way. Critical among these are amendments that would strengthen and clarify the data protection provisions in the Membership Agreement. These are rooted in efforts of the Data Privacy Workgroup, which met in 2019 and who's worked was continued by the Executive Director and counsel thereafter. Finally, the Voter Participation Workgroup, formed in the Spring of 2022, made recommendations for improving the Voter Participation Report process. These recommendations are also reflected in the proposed amendments that follow.

For the purposes of this Executive Summary, all the above-referenced proposed changes, as well as other proposed amendments noted herein, are referred to as "Operational Enhancements."

In July 2022, a subset of ERIC members asked the membership to consider several "reform" proposals to ERIC's governing documents, including:

1. Repealing non-voting seats on the ERIC Board of Directors. (Bylaws)
2. Making the Eligible but Unregistered Report optional. (Membership Agreement)
3. Requiring all Members to submit voting history data for the Voter Participation Reports/request the reports. (Membership Agreement)
4. Strengthening list maintenance report requirements to more clearly align with the National Voter Registration Act. (Membership Agreement)
5. Clarifying and strengthening data privacy and protection provisions. (Membership Agreement)

The ERIC Executive Committee formed a workgroup¹ to evaluate the proposals and make recommendations to the board. The workgroup met seven (7) times between September 2022 and February 2023, engaging in a deliberative and thoughtful process throughout this months-long effort.

For the purposes of this Executive Summary, any of the above-referenced reforms included in the proposed amendments summarized herein are referred to as "Reform Proposals."

¹ Workgroup Members: Executive Committee - Chair Mandy Grandjean (OH), Vice Chair Jonathan Brater (MI), Treasurer Heidi Burhans (IA), Secretary David Maeda (MN), Committee Member Chrissy Peters (MO), and Committee Member Jonathan Marks (PA). Member Representatives Judd Clay Helms (AL), Choate (CO), Blake Evans (GA), and Mandy Vigil (NM).



Workgroup Recommendation:

The workgroup recommends the ERIC Membership approve the following:

- 1. Reform Proposal amendments that 1) repeal the non-voting seats on the Board of Directors, and 2) modify ERIC report requirements.** To summarize the changes to the reports at a high level, under the proposed model, all members, whether new or existing, must take each of the following reports at least once: cross-state movers, in-state movers, in-state duplicates, deceased report, eligible but unregistered report, and the voter participation report (unless a member is unable to certify that it can protect the data in the voter participation report under state law). After a member has taken and acted upon each of these reports once in accordance with the timelines laid out in the proposed provision, the member may request ERIC reports on a schedule of its choosing (if at all), in consultation with ERIC, and act on them as set forth in the draft provision. ERIC must annually publish a report detailing each Member's use of the ERIC reports for the preceding year.
- 2. The Operational Enhancement amendments to the Membership Agreement that 1) update and clarify data privacy and protection provisions in Section 4, 2) repeal Section 3 – Other Agency Data, and 3) repeal Section 8 and Exhibit C - Performance Data.**

The Executive Director also requests the board approve other Operational Enhancement amendments. These are generally housekeeping in nature and not substantive.

The above referenced amendments are summarized below. The amendments are set forth in full as attachments to this document—a “clean” version incorporating all of the proposed amendments and a “compare” version that highlights the proposed changes.

It is vital you read and discuss internally this Executive Summary and the attached proposed amendments. amendments. versions of ERIC's governing documents. All three documents are intended to be read together.

Requirements for amending ERIC's Bylaws and Membership Agreement.

ERIC Bylaws, Article VI, Section 5 specifies the requirements for amending the Bylaws and Membership Agreement, as follows:

“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.”

ERIC currently has 33 members. A motion to adopt amendments to the Bylaws requires 22 “yes” votes. A motion to adopt amendments to the Membership Agreement require 27 “yes” votes.





Executive Summary

The following summarizes the proposed amendments to ERIC’s governing documents. This summary identifies the relevant section of these documents, identifies the category of the amendment, and provides a brief statement describing the nature of the change. This summary is only a guide. As such, it is necessary to read it alongside the attached proposed amended “clean” and “compare” versions of the Bylaws and Membership agreement for the authoritative and complete language of each proposed provision.

Proposed Amendments to the Bylaws

In addition to harmonizing and clarifying revisions, the proposed amendments do the following:

1. Article II: Members (Operational Enhancement)
 - a. Strike unnecessary references to “ERIC” and other outdated verbiage.
 - b. Clarify the Membership Fee is “nonrefundable,” as it always has been.
2. Article III: Board of Directors (Reform Proposal, Operational Enhancement)
 - a. Repeal Sec. 3: Non-voting Seats on Board of Directors.
 - b. Strike unnecessary references to “ERIC” and other outdated verbiage.
3. Article IV: Committees (Reform Proposal, Operational Enhancement)
 - a. Repeal a reference to “non-voting members of the board of directors.”
 - b. Allow elected member of the Finance Committee to serve up to three, instead of two, consecutive one-year terms.
4. Article V: Officers, Agents and Employees (Operational Enhancement)
 - a. Repeal vague reference to performance data. Note that repeal of performance data requirements is proposed as part of amendments to the Membership Agreement.
5. Article VI: Miscellaneous (Operational Enhancement)
 - a. Emphasize ERIC’s commitment to privacy is rooted in and complies with federal law.

Proposed Amendments to the Membership Agreement

1. Recitations/ “Whereas” clauses (Operational Enhancement)
 - a. Clarify ERIC’s purpose is to improve voter registration in the U.S.
 - b. Remove obsolete references to “local government units” and “on at least a monthly basis” to describe the frequency of when ERIC will provide reports.
2. Section 2: Voter Files and Motor Vehicle Records (Operational Enhancement)
 - a. Clarify definition of “Member Data” to include voter registration data and Motor Vehicle Department (MVD) data.
 - b. Remove allowance/process for members to submit alternative data sources in lieu of MVD data.





- c. Clarify members may request more than one extension of the grace period to submit required data.
 - d. *Note:* Does NOT change current requirements to upload voter registration and MVD data at least once every sixty (60) days.
3. Section 3: State Agency Records (Operational Enhancement)
- a. Repeals this section. No member submits data from other agencies. ERIC has determined other agency data presents significant policy and technical challenges that cannot be mitigated at this time.
4. Section 4: Privacy; Use of Data (Operational Enhancement)
- a. This provision has been substantially re-written to align with ERIC’s longstanding approach to managing requests for reports and other information relating to ERIC. Well before the July 2022 reform proposals, ERIC had been working toward proposing amendments to the data privacy provisions. In June 2022, as part of this effort, ERIC updated its FAQs to outline its approach to protecting ERIC reports. Consistent with the FAQs, the proposed amendments are intended to accomplish several goals, including defining key terms such as “ERIC Reports” and “Third-Party Data”; identifying the legal basis for protecting each ERIC report; and clarifying member obligations and ERIC’s obligations regarding the use and protection of ERIC reports.
5. Section 5: State Voter Registration Systems (Reform Proposal [As Modified by the Workgroup])
- a. New preamble – explicitly identifies the purposes of the reports ERIC provides and better explains what ERIC does/why active use of ERIC is important.
 - b. Modifies existing requirements for requesting ERIC Reports
 - i. Requires new members to use all ERIC reports at least once. Sets a deadline for compliance.
 - ii. Requires current members to use any ERIC report they have not yet utilized. Sets a deadline for compliance.
 - iii. Permits a current member that has used all ERIC Reports at least once to request subsequent reports at its discretion, if at all. In essence, all reports become available “a la carte” style, subject to the specific requirements for each report.
 - iv. Any new or current member that cannot comply with the Voter Participation Report affirmation requirements is ineligible to receive the report and will not submit voting history data for the report. After using at least one Voter Participation Report, current members are not required to request this report or upload voter history data for the report.
 - v. The National Change of Address report remains optional and is excluded from the above requirements.
 - c. Modifies existing requirements and deadlines for acting on ERIC Reports
 - i. Specifies what actions a member must take on each ERIC report.
 - ii. Sets deadlines for taking the specified actions.



- iii. Requires members to certify compliance with these requirements.
 - d. Establishes a new requirement to provide “Accountability and Transparency.”
 - i. Requires ERIC to publish an annual report that summarizes each member’s utilization of the ERIC Reports for the preceding calendar year. The first report must be published in 2025.
 - ii. At a minimum, for each Member, the report must disclose the total number of ERIC reports requested, the specific reports requested, and the frequency by which such reports were requested throughout the preceding calendar year.
 - e. Modifies existing requirements for certifying compliance with ERIC Report requirements.
 - i. Requires the Executive Director to establish a process and deadline for certifying compliance. (The current compliance process is unmanageable and does not work well for ERIC or the members.)
 - ii. Establishes a new requirement that members certify compliance with the requirements for acting on the Duplicates and Deceased reports.
 - iii. Permits member staff other than the designated Member Representative to certify compliance.
 - f. Modifies existing process for deadline extensions.
 - i. Establishes a revised process and deadlines for requesting extensions to request, act on, and certify compliance with the requirements for each type of ERIC Report.
 - g. Modifies process and requirements regarding failure to request, act on, or certify compliance.
 - i. Creates a process to mitigate the risk a new member is automatically removed for unintentionally failing to request a report (and, therefore, act on it and certify compliance).
 - ii. Creates a process to address current members that fail to act on a report or certify compliance. This process accommodates the new proposed “a la carte” report request model available to members that have requested all available ERIC reports at least once.
 - h. Repeals existing provisions that require members to “use” “best efforts” to offer provisional ballots, provide online voter registration, and to “more fully” automate agency-based voter registration.
6. Section 6: Voter Participation Data (Reform Proposal [As Modified by the Workgroup], Operational Enhancement)
- a. Revises this section to conform with proposed changes to ERIC Report requirements summarized above.
 - b. Adds deadlines for submitting voter history data and completing internal investigations, as recommended by the Voter Participation Workgroup (Spring of 2022).



7. Section 8. Performance Data (Operational Enhancement)
 - a. Repeals this section. The intent of this section, and the accompanying Exhibit C, was to collect data over time that could be used to evaluate whether membership in ERIC improves voter registration and increases efficiencies in the voting process. ERIC is not collecting these data and several of the data points in Exhibit C are already reported to the U.S. Elections Assistance Commission for its “Election Administration and Voting Survey.” Program evaluation remains a vital goal and ERIC should develop and collect an updated set of performance data points in the future. Until then, repealing this section and the accompanying Exhibit align the Membership Agreement with operational reality.
8. Section 9. State Specific Requirements (Operational Enhancement)
 - a. Edited reference to the Exhibit designation in light of proposed repeal of Section 8 and its accompanying Exhibit.
9. Section 16. Communications; Notices. (Operational Enhancement)
 - a. Repeal requirement to maintain and distribute roster of Notice Details for each Member.
10. Section 17. Counterparts. (Operational Enhancement)
 - a. Clarifies the Membership Agreement may be signed via electronic signatures, as has always been the case.
11. Exhibits A & B (Operational Enhancements)
 - a. Revise membership signature page to ease completion of the form.
 - b. Modify high-level summary of the data fields that must be submitted to ERIC, reflecting more accurately the data ERIC receives. More detailed technical specifications, including data fields that must be included are provided to members as part of the technical onboarding process.

ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

BYLAWS

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ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

BYLAWS

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, 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 ~~ERIC~~ Executive Director who shall, in turn, notify the Membership.

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 Board of Directors, 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.

Section 4. Membership Fee. Upon admission and execution of the Membership Agreement, each member shall pay a one-time, non-refundable Membership Fee of \$25,000 to the

Corporation. With respect to individual members, the schedule for payment of the Membership Fee may be modified by the Board of Directors.

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 of Directors. The Dues Schedule may be amended, modified, or substituted by a vote of the Membership, however, the schedule for payment of dues by individual members may be modified by the Board of Directors. 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 Membership 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 and ERIC’s~~ Executive Director, who shall, in turn, notify the Membership. 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 Membership 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 herein or in the Membership Agreement. Such automatic removal shall be effective upon written notice by the Chair of the Board of Directors and/or ~~ERIC’s~~ 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 Board of Directors. The Board of Directors 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 Board of Directors 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 Board of Directors. The annual meeting 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 Board of Directors for annual and regular meetings and in the notice of meeting for special meetings. The Board of Directors 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 Membership shall be published following 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, in the case of public meetings, 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, or upon request of the Executive Director. 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. The Member Representative shall provide written notice to [ERIC'sthe](#) Executive Director of the proxy within a reasonable period of time in advance of the meeting of the members.

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. Appointment of Directors. All members of the Corporation have a right to appoint their Member Representative to serve as a director on the Board of Directors. Upon admission to Membership under Article II, Section 2 or in the event of a vacancy, member shall inform [ERIC'sthe](#) Executive Director in writing whether it wishes to have its Member Representative serve or continue to serve on the Board of Directors. Declining to have a Member Representative serve on the Board of Directors shall have no effect on the Member's other rights under these Bylaws, and such member shall have the right to appoint or reinstate their Member Representative to the Board of Directors at any time by providing written notice to [ERIC'sthe](#) Executive Director who shall, in turn, notify the Board of Directors.

~~**Section 3. Non-Voting Seats on Board of Directors.** The Board of Directors may include up to two non-voting members of the Board for individuals who are experts in voting and elections but not governmental employees. Such non-voting directors shall serve two-year, renewable terms.~~

~~**Section 4.**~~**Section 3. 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 5.**~~**Section 4. 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 of Directors.

~~**Section 6.**~~**Section 5. Vacancies.** If a Member Representative position on the Board of Directors becomes vacant for any reason including resignation or removal, the chief election

official shall appoint a replacement in accordance with Article II, section 1 and shall notify the Executive Director in writing whether it wishes to have its replacement Member Representative serve as a director on the Board of Directors.

~~Section 7.~~**Section 6. 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 of Directors shall be held at such times as may be fixed by the Board of Directors. Special meetings of the Board of Directors may be held at any time whenever called by the Chair of the Board, ~~any two~~ or more directors, or ~~ERIC's~~the Executive Director. Any Member Representative who is not a director may attend any meeting of the Board of Directors.

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 of Directors for annual and regular meetings and in the notice of meeting for special meetings. Minutes of any meeting of the Board of Directors shall be published following the meeting.

~~Section 8.~~**Section 7. Notice.** Annual and special meetings of the Board of Directors 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 9.~~**Section 8. 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 of Directors. Directors are not permitted to give a proxy to someone to act on his or her behalf with respect to actions of the Board of Directors.

~~Section 10.~~**Section 9. 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 of Directors 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 of Directors or such committee shall be filed with the minutes of the proceedings of the Board of Directors 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 11.~~Section 10. **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) approve or remove members; d) elect or remove officers; e) remove directors; f) elect ~~or remove non-voting members of the Board of Directors;~~ g) ~~elect~~ members of committees; h) hire or discharge an executive director; i) adopt an agreement of merger or consolidation; j) recommend to the Membership the sale, lease or exchange of all or substantially all of the Corporation's property and assets; or k) 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, except with respect to quorum. In the absence of a contrary provision established by the Board of Directors, 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 of Directors, and the Executive Director shall serve as a non-voting member of the Executive Committee (collectively the “*ex officio* members”). Vacancies in the *ex officio* membership of the Executive Committee shall be addressed in accordance with Article V.

(b) Elected Membership: In addition to the *ex officio* members, until the Membership reaches thirty-four, the Executive Committee shall include two voting members of the Board of Directors elected by the Board of Directors. When the Membership reaches thirty-five, the number of voting members of the Board of Directors serving on the Executive Committee shall increase to four, with the election of the additional members occurring within a reasonable time following the admission of the thirty-fifth member. Such committee members shall serve in this capacity for terms of one year, not to exceed two consecutive one-year terms. In the event of a vacancy among the elected membership of the Executive Committee, in accordance with subsection d below, the Executive Committee shall take reasonable steps to propose a replacement to fill the unexpired term of his or her predecessor.

(c) Chair of Executive Committee: The Chair of the Board of Directors 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 of Directors, 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 of Directors a slate of candidates for officer positions and elected members of the Executive and Finance Committees, including in the event of a vacancy, and the Executive Director; and, in consultation with the Finance Committee, reviewing the compensation and performance of 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 [or more](#) of its members. Actions of the Executive Committee shall be reported to the Board of Directors.

Section 7. Finance Committee.

(a) Ex Officio Membership: The Finance Committee shall consist of the Treasurer and Secretary of the Board of Directors, and the Executive Director shall serve as a non-voting member of the Finance Committee (collectively, the “*ex officio* members”). Vacancies in the *ex officio* membership of the Finance Committee shall be addressed in accordance with Article V.

(b) Elected Membership: The Finance Committee shall include one voting member of the Board of Directors elected by the Board. This committee member shall serve in this capacity for terms of one year, not to exceed [twothree](#) consecutive one-year terms. In the event the voting member position on the Finance Committee becomes vacant, in accordance with subsection d below, the Executive Committee shall take reasonable steps to propose a replacement to fill the unexpired term of his or her predecessor.

(c) Chair of Finance Committee: The Treasurer shall be the Chair of the Finance Committee.

(d) Role and Powers of Finance Committee: Except as set forth in Article IV, Section 1 above, or as otherwise proscribed by the Board, the Finance Committee shall have the authority to exercise all powers of the Board of Directors between meetings of the Board. The Finance Committee will assist the Board of Directors with its financial oversight responsibilities including reviewing and recommending approval of the annual operating budget; reviewing periodic financial reports; and overseeing the management of financial assets and audits. The Finance Committee shall hold regular meetings at such times as it shall determine and special meetings as requested by any of its members. Actions of the Finance Committee shall be reported to the Board of Directors.

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, the Executive Director, and may include such other officers as may be deemed necessary.

Section 2. Term of Office, Vacancies and Removal. The officers, other than the Immediate Past Chair and the Executive Director, shall be elected by the Board of Directors from among its membership at the annual meeting of the Board. The Board of Directors 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 of Directors 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 of Directors may fill such vacancy. Any officer so appointed or elected shall serve only until such time as the unexpired term of his or her predecessor shall have expired unless re-elected by the Board of Directors. Any officer may be removed by a vote of the majority of the entire Board of Directors 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 of Directors.

(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 and members, 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 oversee the custody of the corporate seal of the Corporation, if any; and shall have authority to affix or cause to be affixed the same to any instrument requiring it; and, when so affixed, it may be attested by his or her signature. The Board of Directors 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 be chair of the Finance Committee. The treasurer shall oversee 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 or cause to be deposited 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 of Directors, ~~and at the annual membership meeting~~, the Treasurer shall render or cause to be provided a statement of accounts. The Treasurer shall at all reasonable times exhibit or cause to be exhibited the books and accounts to any officer or director of the Corporation, and shall perform or cause to be performed all duties incident to the office of Treasurer, subject to the supervision of the Board of Directors, and such other duties as shall from time to time be assigned by the Board. The Treasurer shall, if required by the Board of Directors, 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 of Directors; 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 of Directors 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 of Directors 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~~ in the custody of the Executive Director (1) correct and complete books and records of accounts, (2) minutes of the proceedings of its Board of Directors, members, 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, in accordance with federal law.

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~~improvements to voter registration 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~~Director 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”):~~Registration Data and Motor Vehicle Department Data.

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- 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 the following data to ERIC: (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, ("Voter Registration Data"), and (2) all licensing or identification records ~~contained in the from~~ motor vehicles ~~database departments~~ (excluding those fields unrelated to voter eligibility, such as fields related to an individual's driving record), including those fields identified in Exhibit B, ("MVD Data"). 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 requests to the Executive Director of ERIC for a reasonable extensionextensions of the grace period deadline if Member is unable to meet that deadlineupload Member Data 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. If a grace period expires without a transmission to ERIC of Member Data from the Member, the Member shall be automatically removed from membership in accordance with the Bylaws.~~

EXHIBIT A

- ~~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 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.~~
- ~~3. Use and Protection of Data: The ERIC Reports, Member Data, Third-Party Data, 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 Information.~~
 - ~~a. Definitions. The following definitions pertain to this Section and the Agreement as a whole.~~
 - ~~i. ERIC (“Reports: Using Member Data (defined in Section 2 of this Agreement) and, in some cases, data from third-party sources, ERIC Data”) (Member Data, Additional Member Data and ERIC Data shall makes the reports described below available to its Members. These reports, in whole or in part, shall be collectively referred to in this Agreement as “Data”) in its possession. The Member ERIC Reports.”~~
 - ~~A. Eligible but Unregistered Report: This report identifies individuals who appear to be eligible to register to vote in a member state but who do not appear to be registered. This report contains MVD Data and Voter Registration Data.~~
 - ~~B. Cross-State Movers Report: This report identifies voters who appear to have moved from one ERIC member state to another ERIC member state. This report contains MVD Data and Voter Registration Data.~~
 - ~~C. In-State Movers Report: This report identifies voters who appear to have moved within the member state or who have updated their contact information. This report contains MVD Data and Voter Registration Data.~~
 - ~~D. Duplicate Report: This report identifies voters with duplicate registrations within the member state. This report contains Voter Registration Data. MVD Data is used to help strengthen the matches identified in this report but is not contained in the report.~~
 - ~~E. Deceased Report: This report identifies voters who may have died. This report is created using Social Security death data known as the~~

EXHIBIT A

Limited Access Death Master File (“LADMF”). This report contains Voter Registration Data that matches the LADMF Data. MVD Data is used to help strengthen the matches identified in this report but is not contained in the report.

F. **Voter Participation Report:** This report identifies voters who appear to have voted (1) more than once in the Member jurisdiction in the same election, (2) in more than one Member jurisdiction in the same election, or (3) on behalf of a deceased voter within the Member jurisdiction. This report contains MVD Data and Voter Registration Data. In addition, this report contains voter history data.

G. **National Change of Address (NCOA) Report (“NCOA Report”):** This report identifies voters who have moved using NCOALink data ERIC licenses from the United States Postal Service (“USPS”). There is no Member Data contained in this report.

- ii. **Third-Party Data:** The LADMF data and the NCOALink data ERIC uses to create the Deceased Report and the NCOA Report, respectively, is collectively referred to herein as “Third-Party Data.”
- iii. **ERIC Information:** Information relating to ERIC other than ERIC Reports, Member Data or Third-Party Data is collectively referred to herein as “ERIC Information.” By way of illustration only, ERIC Information includes, but is not limited to, ERIC governing documents, membership dues invoices, communications between the Member and ERIC, ERIC’s Information Security Management Plan, and documentation of ERIC’s federal tax-exempt status.
- iv. **Records Request(s):** All requests to members for ERIC Reports, Member Data, Third-Party Data or ERIC Information, including but not limited to requests that invoke state public records laws or the National Voter Registration Act (“NVRA”), to which a member believes it has a legal obligation to respond or comply with shall be collectively referred to in the Agreement as “Records Request(s).”

b. Member Representations.

- i. Member represents and warrants that ~~all uses and transmission~~the ~~transmission~~ of ~~Data originating from the Member Data~~ to ERIC and/or ERIC’s agents, contractors or subcontractors ~~comply fully with required~~ under this Agreement and its use of ERIC Reports is and shall continue to be conducted in compliance with applicable state, federal and local laws, rules, and regulations. ~~The~~

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- a.
 - ii. Member shall not use or, transmit, sell, or disclose any ERIC Reports, Member Data, Third-Party Data or ERIC Information 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, supporting the operations of ERIC, and responding to Records Requests consistent with the terms of this Agreement.
 - iii. Member shall use its best efforts to prevent the Unauthorized Use or Disclosure of Data—(defined in subsection (g)(i) below) of ERIC Reports, Member Data, Third-Party Data, or protected ERIC Information.
- c. Confidentiality of ERIC Reports. The Member agrees that the federal statutes and regulations identified below (“Federal Protections”) protect and prohibit the disclosure of certain ERIC Reports, Member Data, and Third-Party Data. The Member agrees to prevent disclosure of and otherwise protect the ERIC Reports, Member Data, and Third-Party Data in accordance with the Federal Protections, including when responding to Records Request(s), as more fully set forth below.
 - i. Driver’s Privacy Protection Act (“DPPA”): MVD is protected from disclosure under the DPPA, 18 U.S.C. § 2721 et seq, unless a statutory exception applies.
 - ii. LADMF Regulations: LADMF data is protected from disclosure under Section 203 of the Bipartisan Budget Act of 2013, 42 U.S.C. § 1306c, and associated regulations administered by the National Technical Information Service, 15 CFR Part 1110 (“LADMF Regulations”), during the three-calendar year period starting from the date of death. The National Technical Information Service has certified ERIC to receive LADMF data, which ERIC uses to prepare Deceased Reports for Members.
 - iii. NCOALink Regulations: The NCOALink data used to create the NCOA Report is generally protected from disclosure pursuant to ERIC’s license agreement with the USPS. The license agreement is expressly subject to and derived from federal statutory privacy provisions under the Nondisclosure of Lists of Names and Addresses Act, 39 U.S.C. § 412 and the Privacy Act, 5 U.S.C. § 552a (“NCOALink Regulations”).
- d. Release of ERIC Reports, Member Data, and Third-Party Data.
 - i. In accordance with the Federal Protections enumerated above, Member shall not release or disclose the following Reports in whole or in part:

EXHIBIT A

- A. **Cross-State Movers, In-State Movers, and Eligible but Unregistered Reports**, unless a valid DPPA statutory exception applies;
 - B. **Deceased Reports** or data contained therein during the three-year period of protection described above, unless the requestor is a “certified person” as set forth in the LADMF Regulations;
 - C. **NCOA Reports**; or
 - D. **Voter Participation Reports**, which, in addition to the Federal Protections, and as set forth above are prohibited from release under state law.
 - ii. In accordance with Federal Protections above, Member is permitted to release the following ERIC Reports:
 - A. **In-State Duplicate Report**; and
 - B. **Deceased Report** or data contained therein after the expiration of the three-year period of protection for the LADMF data described above.
- e. Process for Managing of Records Requests for ERIC Reports, Member Data, Third-Party Data, and ERIC Information.
 - i. When a Member receives Records Request(s) for ERIC Reports, Member Data, Third-Party Data or ERIC Information, Member shall notify and confer with the ERIC Executive Director before releasing any information in response to the Records Request(s). The purpose of this requirement is to advance the goals of (a) fostering open communication between ERIC and its Members regarding the disclosure of information relating to ERIC in accordance with this Agreement and the Federal Protections; (b) creating consistency across the Membership with respect to the handling of the release of information relating to ERIC; (c) allowing for the case-by-case assessment of requests, including whether the request is for information that might legally be protected from disclosure on grounds other than those outlined in subsection (c).
 - ii. Member shall not have an obligation under this Agreement to release an ERIC Report, Member Data, Third Party Data or ERIC Information in response to Records Request(s) even if authorized to do so under the Agreement, including, by way of example and not limitation, if the Member determines that doing so would violate an applicable law in Member’s jurisdiction.

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f. ERIC Representations.

- i. ERIC represents and warrants that it does not and shall not use or transmit any ERIC Reports, Member Data, Third-Party Data or ERIC Information for any purpose other than providing services to its Members. ERIC's services to its members includes, but is not limited to, undertaking research projects with the assistance of third-parties to help evaluate and assess ERIC, provided that such research is in accordance with its status as a non-partisan organization exempt from federal taxation under 501(c)(3) of the Internal Revenue Code. Before undertaking any such research project, the ERIC Executive Director shall obtain the approval of the Executive Committee. ERIC's services may also include responding to requests for information from third-parties.
- ii. ERIC represents and warrants that it does and shall use its best efforts to prevent an ERIC Unauthorized Disclosure (defined in subsection (g)(ii)) of ERIC Reports, Member Data, Third-Party Data or protected ERIC information.
- iii. If ERIC receives a request from a third-party for ERIC Reports, Member Data, Third-Party Data or ERIC Information, ERIC will generally refer the requestor to the relevant member(s), understanding that ERIC may provide the requestor with public information such as information relating to its status as a 501(c)(3) public charity. If ERIC otherwise determines it is legally obligated to respond directly to a third-party information request, it will do so in accordance with subsections (c) and (d), after first notifying the Executive Committee.

g. Unauthorized Use or Disclosure of Data.

- i. Member: Should there be an unauthorized or impermissible use, access, acquisition, or disclosure or transmission of Dataan ERIC Report, Member Data, Third-Party Data or protected ERIC Information, regardless of whether it is accidental or intentional (for example, Member intentionally sells, distributes, publishes or uses anyan ERIC DataReport for anya purpose other than election administration, including anya commercial purpose) or the responsibility ofby a third party (collectively, "Unauthorized Disclosure"), Member shall, withintake the following steps:

A. **Notice to ERIC:** Member shall report to the Executive Director of ERIC immediately upon learning of any Unauthorized Disclosure. ERIC will notify the entire Membership of the Unauthorized Disclosure within a reasonable period of time thereafter, but no less than as required under federal or state law.

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B. Member Legal Management of Unauthorized Disclosure: Where applicable, Member shall address the Unauthorized Disclosure in accordance with law and keep the ERIC Executive Director reasonably apprised of its efforts to do so and its progress.

b.C. ERIC Remediation Process: Within ninety (90) days of ERIC receiving notice of the Unauthorized Disclosure, Member shall (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, providesprovide 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 (or at a subsequent meeting as determined by the Executive Director of ERIC, in consultation with the Board Chair), following the Member's compliance with sub-sections (a) and (b) above, the Board 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 or losses related to or stemming from the Unauthorized Disclosure.

e. 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.

d.ii. Unauthorized Disclosure of Data/Indemnification-ERIC: Should there be an unauthorized disclosure of ~~motor vehicle data~~ Member Data, Third-Party Data, or ERIC Reports by ERIC, whether accidental or intentional or the responsibility of a third party ("ERIC Unauthorized Disclosure"), ERIC shall immediately give notice to Members, and take such other steps as required by law, insurance policies, and its incident response plan. ERIC shall keep the membership reasonably apprised of the steps it is taking to address the ERIC Unauthorized Disclosure. 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~~ attributable to a negligent act

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or omission by ERIC, capped at the limit of any applicable ERIC insurance policy.

h. Miscellaneous. 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.

4. Utilizing ERIC Reports to Improve the Accuracy of State Voter Rolls, Increase Access to Voter Registration, and Investigate Possible Cases of Illegal Voting.

ERIC securely analyzes Member Data and Third-Party Data in order to provide its Members with the ERIC Reports. Members use the ERIC Reports to improve the accuracy of their voter registration rolls, provide voter registration information to potentially eligible but unregistered individuals, and investigate possible cases of illegal voting. "Member Data" is defined in Section 2 of this Agreement. "Third-Party Data" and "ERIC Reports" are defined in Section 3 of this Agreement.

Well-timed, frequent, and effective use of ERIC Reports will result in more accurate and up to date voter rolls at any given time. Additionally, more eligible citizens will be registered to vote. ERIC recognizes that Members have other significant year-around legal obligations associated with conducting elections. In recognition of these complex conditions, Members must request and act on ERIC Reports as specified in this section, and in a manner that complies with applicable federal and state laws.

a. Requirements for requesting ERIC Reports; schedules and deadlines. For the purposes of this subsection, a Member's Date of Certification is the date established pursuant to Section 2(a) of this Agreement.

i. Initial Reports:

A. Each Member must request and act on an Eligible but Unregistered Report by October 1 or fifteen (15) days before the close of registration, whichever is earlier, of the first Federal General Election following the Member's Date of Certification. For the purposes of this requirement, close of registration means the earliest of the final day to register by mail or online. In furtherance of ERIC's mission and to maximize the value of the Eligible but Unregistered report, the Member must request and act on it during a year in which a Federal General Election occurs.

B. Each Member must request and act on a Cross-State Movers Report, an In-State Movers Report, a Duplicate Report, and a Deceased Report within 12 months of the Member's Date of Certification. To be clear, each Member must request and act on all four reports specified in this subsection within the 12-month deadline.

EXHIBIT A

C. Each Member must request a Voter Participation Report for the first Federal General Election following the Member's Date of Certification, unless the Member is deemed ineligible to receive this report pursuant to Section 5 of this Agreement.

ii. Subsequent Reports: NOTE: This section begins on next page.]

~~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 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~~

EXHIBIT A

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.

A. 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. After a Member requests and acts on the ERIC Reports specified in subsections (i)(A) and (i)(B) above, the Member may request the report in these subsections on a schedule deemed appropriate by the Member and upon which ERIC staff can reasonably provide the requested reports. Members must complete action on any ERIC Report received by the deadline for that report as specified in subsection (b). In furtherance of ERIC's mission, and to maximize the value of membership in ERIC, Members are strongly encouraged to utilize these reports as frequently as possible while complying with applicable federal and state laws.

B. After an eligible Member requests and acts on the initial Voter Participation Report, the Member may request these reports pursuant to Section 5 of this Agreement.

C. Any Member who has not requested and acted on an ERIC Report specified in subsections (i)(B) and (i)(C) at least once by the date this section is adopted must request and act on the report(s) not yet requested. For unrequested reports specified in subsection (i)(B), the member has 12 months from the date this section is adopted to comply with this requirement. For an unrequested Voter Participation Report, all Members not deemed ineligible must request it for the next Federal General Election in which it is available.

iii. National Change of Address Report: Each Member may request a National Change of Address Report any time following the Member's Date of Certification. Members are not required to request this report as a condition of membership.

b. Requirements for acting on ERIC Reports, deadlines for taking action.

This section addresses deadlines and required actions for the Eligible but Unregistered, Cross-State Movers, In-State Movers, Duplicates, and Deceased

EXHIBIT A

Reports. See Section 5 for the deadlines and requirements pertaining to the Voter Participation Reports.

i. Eligible but Unregistered Report:

- A. These reports must be used to provide voter registration information to potentially eligible but not yet registered individuals.
- B. When the Member receives an Eligible but Unregistered Report the Member must act on the report by, at a minimum, initiating contact with all individuals identified in the report deemed potentially eligible by the Member for the purposes of providing information on the most efficient way to register to vote, including the deadlines and eligibility requirements for registering as specified in applicable state or federal laws.
- C. For the purposes of this Agreement, “individuals identified in the report deemed potentially eligible by the Member” refers to the individuals who remain on the Contact List after the Member has used any other official federal, state, or local data sources, or records internal to the Member, to identify and remove from the contact list individuals who are not eligible pursuant to state law.
- D. For the purposes of this Agreement, “Contact List” refers to the final list of potentially eligible but unregistered individuals provided to the entity responsible for preparing the mailing (or any other form of contact) to the recipient of the voter registration information.
- E. Members may not remove from the Contact List any individual identified in the report who otherwise appears to be eligible to register under federal or state law.
- F. Members are not required to initiate contact with eligible or potentially eligible individuals more than once at the same address. Members are not required to contact any individual who has affirmatively confirmed their desire not to be contacted pursuant to this Agreement or who is otherwise ineligible to vote in the Member’s state.
- G. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.

ii. Cross-State and In-State Movers Reports:

EXHIBIT A

- A. These reports must be used to improve the accuracy of the Member's voter rolls.
- b.B. When a Member receives a Cross-State Movers or In-State Movers Report the Member must act on the report by, at a minimum, initiating contact with all voters identified in the report 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. This requirement does not prevent the Member from taking any other action on a voter record identified in these reports that may be required by federal or state law.
- C. ERIC recognizes Members may exclude from contact conducted in accordance with this subsection any voter identified in these reports where other official federal, state, or local data sources, or records internal to the Member, indicate the voter record is not out of date or inaccurate. Upon the request of the Executive Director, Members must provide to ERIC details on the excluded voter records.

~~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 91st 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*.~~

- ~~e. 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

D. Voter Participation Data. Each Member has ninety (90) days after the report was provided to initiate contact with all voters for whom data in the report indicates a record is inaccurate or out of date.

E. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.

iii. Duplicate and Deceased Voters Reports:

A. These reports must be used to improve the accuracy of the Member's voter rolls.

B. When a Member receives a Duplicate or Deceased Report the Member must act on the report by, at a minimum, resolving all duplicate registrations or removing all deceased voters identified in these reports. This requirement does not prevent the Member from taking any other action on a voter record identified in these reports that may be required by federal or state law.

C. ERIC recognizes Members may not act on any voter record identified in these reports where other official federal, state, or local data sources, or records internal to the Member, indicate the voter is not deceased or the record is not a duplicate. Upon the request of the Executive Director, Members must provide to ERIC details on these voter records.

D. Each Member has ninety (90) days after the report was provided to act on all voter records for which data in the Deceased Report indicates the voter is deceased or for whom the data in the Duplicates Report indicates a registration record is a duplicate.

E. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.

c. Accountability and Transparency. By July 1 of each year, the Executive Director must cause to be published a report of each Member's utilization of the ERIC Reports for the previous calendar year. At a minimum, for each Member, the report must disclose the total number of ERIC Reports requested, the specific ERIC Reports requested, and the frequency by which such ERIC Reports were requested throughout the preceding year. In consultation with the Executive Committee, the Executive Director may include other content related to how Members used ERIC in the preceding year. The first report will be published by July 31, 2025.

d. Certifying compliance with ERIC Report requirements.

EXHIBIT A

- i. The goals of certifying compliance with Subsection (b) are to 1) ensure Members take seriously their obligations to effectuate ERIC’s mission of improving the accuracy of state voter rolls and providing voter registration information to all eligible citizens, 2) hold Members accountable to the public and to other members of the organization, and 3) provide ERIC with information needed to evaluate its effectiveness.
- ii. In the manner and by the deadline prescribed by the Executive Director, Members must provide written certification to the Executive Director that the Member has or has not complied with the requirements for acting on the Cross-State Movers, In-State Movers, Duplicate, Deceased, Eligible but Unregistered, and Voter Participation Reports. In consultation with the Executive Committee, the Executive Director may ask Members to submit supplemental information that may be useful to evaluating ERIC’s effectiveness.
- iii. Upon advance written notice from the Member Representative, Member staff other than the designated Member Representative may certify compliance. Written notice must be submitted via email to the Executive Director not less than one (1) day prior to the Member submitting the certification.
- iv. ERIC recognizes some Members may, on occasion, be unable to certify compliance due to voter registration system limitations, technical difficulties, or other circumstances. These Members must communicate such limitations or circumstances in writing to the Executive Director at 30 days prior to the first certification deadline established by the Executive Director or as such circumstances arise at any point during membership in ERIC. The Executive Director will assess the circumstances preventing the certification and work with the Member to determine if there are acceptable alternatives to achieving the goals of the certification requirement. This determination is in the sole discretion of the Executive Director, though the Executive Director will consult with the Executive Committee during the assessment process.
- e. Deadline extensions to request a report, act on a report, or certify compliance with report requirements.
 - i. Eligible but Unregistered Reports:
 - A. Members may submit a written request for a reasonable extension to request their initial Eligible but Unregistered Report. The request must

EXHIBIT A

be submitted to the Executive Director not less than thirty (30) days before the applicable deadline. The request must set forth the reasons for the extension and provide a specific date when the report will be requested. Due to the inability to reschedule a Federal General Election, an extension must be based on and will only be granted in extraordinary circumstances.

B. Members may submit a written request for a brief extension to act on an initial or subsequent Eligible but Unregistered Report. The request must be submitted to the Executive Director not less than seven (7) days before the applicable deadline. The request must set forth the reasons for the extension and provide a specific date when contact will be initiated, except that the Member must initiate contact by a date that provides time for individuals on the Contact List to register and vote in the forthcoming Federal General Election.

C. Members may submit a written request for an extension to certify compliance with the requirements for this report in the manner and by the deadline established by the Executive Director pursuant to subsection (d).

ii. Cross-State and In-State Movers Reports:

A. Members may submit a written request for a reasonable extension to request or act on an initial Cross-State or In-State Movers report. The request must be submitted to the Executive Director not less than thirty (30) days before the 12-month deadline to request the report, or thirty (30) days before the deadline to initiate contact. The request must set forth the reasons an extension is needed and provide a specific date when the report will be requested, or contact will be initiated.

B. Members may submit a written request for a reasonable extension to act on a subsequent Cross-State or In-State Movers report. The request must be submitted to the Executive Director not less than thirty (30) days before the 90-day deadline. The request must set forth the reasons an extension is needed and provide a specific date when the report will be requested, or contact will be initiated.

C. Members may submit a written request for an extension to certify compliance with the requirements for these reports in the manner and by the deadline established by the Executive Director pursuant to subsection (d).

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iii. Deceased and Duplicates Reports:

- A. Members may submit a written request for a reasonable extension to request or act on voter records identified in an initial Deceased or Duplicates Report. The request must be submitted to the Executive Director not less than (30) days before the 12-month deadline to request the report, or thirty (30) days before the deadline to act on the report. The request must set forth the reasons an extension is needed and provide a specific date when the report will be requested, or action will be completed.
- B. Members may submit a written request for a reasonable extension to act on a subsequent Deceased or Duplicates Report. The request must be submitted to the Executive Director not less than thirty (30) days before the 90-day deadline. The request must set forth the reasons an extension is needed and provide a specific date when action will be completed.
- C. Members may submit a written request for an extension to certify compliance with the requirements for these reports in the manner and by the deadline established by the Executive Director pursuant to subsection (d).

iv. Voter Participation Reports.

- A. Members may submit a written request for a reasonable extension to complete its internal investigations arising from possible cases of illegal voting identified in a Voter Participation Report. The request must be submitted to the Executive Director not less than fifteen (15) days prior to the applicable deadline. The request must set forth the reasons for the extension request and provide a specific date when the internal investigations will be completed.
 - B. Members may submit a written request for an extension to certify compliance with the requirements for this report in the manner and by the deadline established by the Executive Director pursuant to subsection (d).
- v. The Executive Director has sole discretion on whether to grant an extension under this subsection or proceed to the applicable Member removal provisions in subsection (f). The Executive Director will inform

EXHIBIT A

the Executive Committee of all extension requests submitted pursuant to this section.

f. Failure to request and complete action on reports.

- i. The Executive Director must notify, or cause to be notified, in writing, a Member who appears to be at risk of missing a deadline to request its initial Cross-State Movers, In-State Movers, Duplicates, Deceased, Eligible but Unregistered, or Voter Participation Report. A Member who fails to request, act on, or certify any initial report by the applicable deadline, and who fails to request an extension on any of these requirements as provided in subsection (e), is automatically removed from ERIC Membership.
- ii. A Member who fails to act on or certify any of their subsequent ERIC Reports by the applicable deadlines, and who fails to request an extension as provided in subsection (e), may be suspended from receiving additional ERIC Reports. Whether to suspend access to additional reports, and the duration of such suspension, is in the sole discretion of the Executive Director. The Executive Director shall take into account the circumstances of the failure to complete the required action and failure to request an extension, including whether the Member appeared to otherwise be acting in good faith to comply with the applicable requirements. The Executive Director will inform the Executive Committee of any actions taken pursuant to this subsection.

5. Voter Participation Reports.

6.a. ERIC recognizes that the appearance of improper/illegal voting, allegations of improper/illegal voting, and actual improper/illegal voting undermines public confidence in the electoral process and election outcomes. ERIC can be a tool to identify potentially improper/illegal votes, and refer them to Members for further investigation consistent with each state's laws. For the purposes of this Agreement, "improper/illegal votes" means votes cast by an individual who may have voted more than once in the Member jurisdiction at the same election, voted in more than one Member jurisdiction at the same election, or voted on behalf of a deceased voter within the Member jurisdiction.

Upon the written request of a Member Representative, ERIC shall provide the Member with data identifying voters who appear to have cast improper votes in a preceding election. Members shall not be required to request these data. Use or acceptance of these data shall not be a condition of membership.

EXHIBIT A

- b. After completing an initial Voter Participation Report, eligible Members may request Voter Participation Reports following each Federal General Election as provided in subsection (c). An eligible Member is not required to request this report after they have requested and acted on their initial Voter Participation Report.
 - c. To receive ~~these data~~ the Voter Participation Report, Members ~~shall~~ must submit a written request to the Executive Director at least 30 calendar days before the applicable election. In the written request, the Member must: (1) specify the election for which it requests data identifying voters who appear to have cast improper votes, (2) affirm that it will submit to ERIC voting history data for the applicable election in a manner consistent with how voter files and motor vehicle records are submitted to ERIC, (3) affirm that it will accept the requested data from ERIC, (4) affirm that it will complete a reasonable internal investigation of any possible improper votes before publicly releasing information about the data, and (5) affirm that it can protect the confidentiality of the ~~individual-level data~~ Voter Participation Report, either by state law or administrative rule, until the internal investigation is complete and the findings are turned over to law enforcement.
 - d. Any Member unable to provide the affirmation required in c(5) is deemed ineligible to receive the Voter Participation Report and must submit to the Executive Director a written explanation of why the Member cannot provide the affirmation in c(5). Members deemed ineligible to receive this report, or who do not request the report, are not required to submit voting history data for use in preparing Voter Participation Reports.
 - e. A Member who requests a Voter Participation Report must submit to ERIC the required voting history data no later than 90 days from the date the Member certifies the applicable Federal General Election pursuant to the Member's state law. In consultation with the Executive Director, the Member may request a deadline extension to accommodate a recount(s) or other post-election activity required by state law that will prevent the member from providing the voting history data by the 90-day deadline.
 - f. A Member who requests a Voter Participation Report must refer all findings of credible cases of illegal voting to the appropriate law enforcement authorities, as designated by the Member's state law, no later than December 31 of the calendar year following the applicable Federal General Election or 180 days after the Member receives its final Voter Participation Report, whichever is later.
- 7.6. 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.
8. 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.~~

EXHIBIT A

~~7.~~ 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.C.~~

~~9.~~

~~10.~~8. 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.

9. 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.~~

10. 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.~~

11. 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 a majority vote of the entire Membership. 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.~~

14.12. 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.

~~15.~~13. 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.

14. 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

EXHIBIT A

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.~~

~~17.~~15. 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. ~~This Agreement may be executed using electronic signatures.~~

16. 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.~~

~~19.~~17. Headings and Subsections. Section headings are provided for reference and do not constitute part of this Agreement.

~~20.~~18. 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: ERIC Executive Director
Address: _____ Address: _____
Phone: _____ Phone: _____
Fax: _____ Fax: _____
Email: _____

[MEMBER]

By: _____
Name: _____
Title: _____
Date: _____

Notice Details: With a copy to: (optional):
Name: _____ Name: _____
Title: _____ Title: _____
Address: _____ Address: _____
Phone: _____ Phone: _____
Fax: _____ Fax/Email: _____
Email: _____

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~~
- ~~10.8. Phone number~~
- ~~11.9. E-mail address or other electronic contact method~~

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)
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

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).

ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

BYLAWS

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Last updated on March 28, 2014; May 21, 2015; October 28, 2015; December 16, 2016; November 30, 2018; February 3, 2020; June 3, 2022

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ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

BYLAWS

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, 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 Executive Director who shall, in turn, notify the Membership.

Section 2. Admission of Members. Any jurisdiction seeking membership shall apply to the Executive Director. 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 Board of Directors, 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.

Section 4. Membership Fee. Upon admission and execution of the Membership Agreement, each member shall pay a one-time, non-refundable Membership Fee of \$25,000 to the

Corporation. With respect to individual members, the schedule for payment of the Membership Fee may be modified by the Board of Directors.

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 of Directors. The Dues Schedule may be amended, modified, or substituted by a vote of the Membership, however, the schedule for payment of dues by individual members may be modified by the Board of Directors. 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 Membership 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 Executive Director, who shall, in turn, notify the Membership. 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 Membership 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 herein or in the Membership Agreement. Such automatic removal shall be effective upon written notice by the Chair of the Board of Directors and/or the 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 Board of Directors. The Board of Directors 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 Board of Directors for the transaction of 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 Board of Directors. The annual meeting 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 Board of Directors for annual and regular meetings and in the notice of meeting for special meetings. The Board of Directors 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 Membership shall be published following 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, in the case of public meetings, 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, a majority of the entire Membership, or upon request of the Executive Director. 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. The Member Representative shall provide written notice to the Executive Director of the proxy within a reasonable period of time in advance of the meeting of the members.

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. Appointment of Directors. All members of the Corporation have a right to appoint their Member Representative to serve as a director on the Board of Directors. Upon admission to Membership under Article II, Section 2 or in the event of a vacancy, member shall inform the Executive Director in writing whether it wishes to have its Member Representative serve or continue to serve on the Board of Directors. Declining to have a Member Representative serve on the Board of Directors shall have no effect on the Member's other rights under these Bylaws, and such member shall have the right to appoint or reinstate their Member Representative to the Board of Directors at any time by providing written notice to the Executive Director who shall, in turn, notify the Board of Directors.

Section 3. 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 4. 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 of Directors.

Section 5. Vacancies. If a Member Representative position on the Board of Directors becomes vacant for any reason including resignation or removal, the chief election official shall appoint a replacement in accordance with Article II, section 1 and shall notify the Executive Director in writing whether it wishes to have its replacement Member Representative serve as a director on the Board of Directors.

Section 6. 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 of Directors shall be held at such times as may be fixed by the Board of Directors. Special meetings of the Board of Directors may be held at any time whenever called by the Chair of the Board, two or more directors, or the Executive Director. Any Member Representative who is not a director may attend any meeting of the Board of Directors.

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 of Directors for annual and regular meetings and in the notice of meeting for special meetings. Minutes of any meeting of the Board of Directors shall be published following the meeting.

Section 7. Notice. Annual and special meetings of the Board of Directors 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 8. 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 of Directors. Directors are not permitted to give a proxy to someone to act on his or her behalf with respect to actions of the Board of Directors.

Section 9. 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 of Directors 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 of Directors or such committee shall be filed with the minutes of the proceedings of the Board of Directors 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 10. 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) approve or remove members; d) elect or remove officers; e) remove directors; 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, except with respect to quorum. In the absence of a contrary provision established by the Board of Directors, 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 of Directors, and the Executive Director shall serve as a non-voting member of the Executive Committee (collectively the “*ex officio* members”). Vacancies in the *ex officio* membership of the Executive Committee shall be addressed in accordance with Article V.

(b) Elected Membership: In addition to the *ex officio* members, until the Membership reaches thirty-four, the Executive Committee shall include two voting members of the Board of Directors elected by the Board of Directors. When the Membership reaches thirty-five, the number of voting members of the Board of Directors serving on the Executive Committee shall increase to four, with the election of the additional members occurring within a reasonable time following the admission of the thirty-fifth member. Such committee members shall serve in this capacity for terms of one year, not to exceed two consecutive one-year terms. In the event of a vacancy among the elected membership of the Executive Committee, in accordance with subsection d below, the Executive Committee shall take reasonable steps to propose a replacement to fill the unexpired term of his or her predecessor.

(c) Chair of Executive Committee: The Chair of the Board of Directors 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 of Directors, 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 of Directors a slate of candidates for officer positions and elected members of the Executive and Finance Committees, including in the event of a vacancy, and the Executive Director; and, in consultation with the Finance Committee, reviewing the compensation and performance of 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 or more of its members. Actions of the Executive Committee shall be reported to the Board of Directors.

Section 7. Finance Committee.

(a) Ex Officio Membership: The Finance Committee shall consist of the Treasurer and Secretary of the Board of Directors, and the Executive Director shall serve as a non-voting member of the Finance Committee (collectively, the “*ex officio* members”). Vacancies in the *ex officio* membership of the Finance Committee shall be addressed in accordance with Article V.

(b) Elected Membership: The Finance Committee shall include one voting member of the Board of Directors elected by the Board. This committee member shall serve in this capacity for terms of one year, not to exceed three consecutive one-year terms. In the event the voting member position on the Finance Committee becomes vacant, in accordance with subsection d below, the Executive Committee shall take reasonable steps to propose a replacement to fill the unexpired term of his or her predecessor.

(c) Chair of Finance Committee: The Treasurer shall be the Chair of the Finance Committee.

(d) Role and Powers of Finance Committee: Except as set forth in Article IV, Section 1 above, or as otherwise proscribed by the Board, the Finance Committee shall have the authority to exercise all powers of the Board of Directors between meetings of the Board. The Finance Committee will assist the Board of Directors with its financial oversight responsibilities including reviewing and recommending approval of the annual operating budget; reviewing periodic financial reports; and overseeing the management of financial assets and audits. The Finance Committee shall hold regular meetings at such times as it shall determine and special meetings as requested by any of its members. Actions of the Finance Committee shall be reported to the Board of Directors.

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, the Executive Director, and may include such other officers as may be deemed necessary.

Section 2. Term of Office, Vacancies and Removal. The officers, other than the Immediate Past Chair and the Executive Director, shall be elected by the Board of Directors from among its membership at the annual meeting of the Board. The Board of Directors 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 terms of one year, until the next annual meeting of the Board of Directors 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 of Directors may fill such vacancy. Any officer so appointed or elected shall serve only until such time as the unexpired term of his or her predecessor shall have expired unless re-elected by the Board of Directors. Any officer may be removed by a vote of the majority of the entire Board of Directors 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 of Directors.

(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 and members, 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 oversee the custody of the corporate seal of the Corporation, if any; and shall have authority to affix or cause to be affixed the same to any instrument requiring it; and, when so affixed, it may be attested by his or her signature. The Board of Directors 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 be chair of the Finance Committee. The treasurer shall oversee 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 or cause to be deposited 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 of Directors, the Treasurer shall render or cause to be provided a statement of accounts. The Treasurer shall at all reasonable times exhibit or cause to be exhibited the books and accounts to any officer or director of the Corporation, and shall perform or cause to be performed all duties incident to the office of Treasurer, subject to the supervision of the Board of Directors, and such other duties as shall from time to time be assigned by the Board. The Treasurer shall, if required by the Board of Directors, 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 of Directors; report on the progress of the Corporation's activities, 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 of Directors 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 of Directors 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 in the custody of the Executive Director (1) correct and complete books and records of accounts, (2) minutes of the proceedings of its Board of Directors, members, 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, in accordance with federal law.

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 improvements to voter registration in the United States; and

WHEREAS, ERIC seeks to lessen the burdens of government by facilitating the collaboration of states 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 in furthering its charitable and educational purposes by such states becoming members of ERIC and furnishing voter registration and other data to help ERIC understand the needs of states with respect to their use of voter registration systems, and assist state 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 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 Director 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 Registration Data and Motor Vehicle Department Data.
 - 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.

EXHIBIT A

- b. Within sixty (60) days of the Certification Date, and at least every sixty (60) days thereafter, the Member shall transmit the following data to ERIC: (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 (“Voter Registration Data”), and (2) all licensing or identification records from motor vehicles departments (excluding those fields unrelated to voter eligibility, such as fields related to an individual’s driving record), including those fields identified in Exhibit B (“MVD Data”). 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.
 - c. 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. Member may submit written requests to the Executive Director of ERIC for reasonable extensions of the grace period deadline if Member is unable to upload Member Data 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. If a grace period expires without a transmission to ERIC of Member Data from the Member, the Member shall be *automatically removed* from membership in accordance with the Bylaws.
3. Protection of ERIC Reports, Member Data, Third-Party Data, and ERIC Information.
- a. Definitions. The following definitions pertain to this Section and the Agreement as a whole.
 - i. ERIC Reports: Using Member Data (defined in Section 2 of this Agreement) and, in some cases, data from third-party sources, ERIC makes the reports described below available to its Members. These reports, in whole or in part, shall be collectively referred to in this Agreement as “ERIC Reports.”
 - A. **Eligible but Unregistered Report:** This report identifies individuals who appear to be eligible to register to vote in a member state but who do not appear to be registered. This report contains MVD Data and Voter Registration Data.
 - B. **Cross-State Movers Report:** This report identifies voters who appear to have moved from one ERIC member state to another ERIC member state. This report contains MVD Data and Voter Registration Data.
 - C. **In-State Movers Report:** This report identifies voters who appear to have moved within the member state or who have updated their contact information. This report contains MVD Data and Voter Registration Data.

EXHIBIT A

- D. **Duplicate Report:** This report identifies voters with duplicate registrations within the member state. This report contains Voter Registration Data. MVD Data is used to help strengthen the matches identified in this report but is not contained in the report.
- E. **Deceased Report:** This report identifies voters who may have died. This report is created using Social Security death data known as the Limited Access Death Master File (“LADMF”). This report contains Voter Registration Data that matches the LADMF Data. MVD Data is used to help strengthen the matches identified in this report but is not contained in the report.
- F. **Voter Participation Report:** This report identifies voters who appear to have voted (1) more than once in the Member jurisdiction in the same election, (2) in more than one Member jurisdiction in the same election, or (3) on behalf of a deceased voter within the Member jurisdiction. This report contains MVD Data and Voter Registration Data. In addition, this report contains voter history data.
- G. **National Change of Address (NCOA) Report (“NCOA Report”):** This report identifies voters who have moved using NCOALink data ERIC licenses from the United States Postal Service (“USPS”). There is no Member Data contained in this report.
- ii. Third-Party Data: The LADMF data and the NCOALink data ERIC uses to create the Deceased Report and the NCOA Report, respectively, is collectively referred to herein as “Third-Party Data.”
- iii. ERIC Information: Information relating to ERIC other than ERIC Reports, Member Data or Third-Party Data is collectively referred to herein as “ERIC Information.” By way of illustration only, ERIC Information includes, but is not limited to, ERIC governing documents, membership dues invoices, communications between the Member and ERIC, ERIC’s Information Security Management Plan, and documentation of ERIC’s federal tax-exempt status.
- iv. Records Request(s): All requests to members for ERIC Reports, Member Data, Third-Party Data or ERIC Information, including but not limited to requests that invoke state public records laws or the National Voter Registration Act (“NVRA”), to which a member believes it has a legal obligation to respond or comply with shall be collectively referred to in the Agreement as “Records Request(s).”
- b. Member Representations.

EXHIBIT A

- i. Member represents and warrants that the transmission of Member Data to ERIC or ERIC’s agents, contractors or subcontractors required under this Agreement and its use of ERIC Reports is and shall continue to be conducted in compliance with applicable state, federal and local laws, rules, and regulations.
 - ii. Member shall not use, transmit, sell, or disclose any ERIC Reports, Member Data, Third-Party Data or ERIC Information for any purpose other than the administration of elections under state or federal law, supporting the operations of ERIC, and responding to Records Requests consistent with the terms of this Agreement.
 - iii. Member shall use its best efforts to prevent the Unauthorized Disclosure (defined in subsection (g)(i) below) of ERIC Reports, Member Data, Third-Party Data, or protected ERIC Information.
- c. Confidentiality of ERIC Reports. The Member agrees that the federal statutes and regulations identified below (“Federal Protections”) protect and prohibit the disclosure of certain ERIC Reports, Member Data, and Third-Party Data. The Member agrees to prevent disclosure of and otherwise protect the ERIC Reports, Member Data, and Third-Party Data in accordance with the Federal Protections, including when responding to Records Request(s), as more fully set forth below.
- i. Driver’s Privacy Protection Act (“DPPA”): MVD is protected from disclosure under the DPPA, 18 U.S.C. § 2721 *et seq.*, unless a statutory exception applies.
 - ii. LADMF Regulations: LADMF data is protected from disclosure under Section 203 of the Bipartisan Budget Act of 2013, 42 U.S.C. § 1306c, and associated regulations administered by the National Technical Information Service, 15 CFR Part 1110 (“LADMF Regulations”), during the three-calendar year period starting from the date of death. The National Technical Information Service has certified ERIC to receive LADMF data, which ERIC uses to prepare Deceased Reports for Members.
 - iii. NCOALink Regulations: The NCOALink data used to create the NCOA Report is generally protected from disclosure pursuant to ERIC’s license agreement with the USPS. The license agreement is expressly subject to and derived from federal statutory privacy provisions under the Nondisclosure of Lists of Names and Addresses Act, 39 U.S.C. § 412 and the Privacy Act, 5 U.S.C. § 552a (“NCOALink Regulations”).
- d. Release of ERIC Reports, Member Data, and Third-Party Data.
- i. In accordance with the Federal Protections enumerated above, Member shall not release or disclose the following Reports in whole or in part:

EXHIBIT A

- A. **Cross-State Movers, In-State Movers, and Eligible but Unregistered Reports**, unless a valid DPPA statutory exception applies;
 - B. **Deceased Reports** or data contained therein during the three-year period of protection described above, unless the requestor is a “certified person” as set forth in the LADMF Regulations;
 - C. **NCOA Reports**; or
 - D. **Voter Participation Reports**, which, in addition to the Federal Protections, and as set forth above are prohibited from release under state law.
- ii. In accordance with Federal Protections above, Member is permitted to release the following ERIC Reports:
 - A. **In-State Duplicate Report**; and
 - B. **Deceased Report** or data contained therein after the expiration of the three-year period of protection for the LADMF data described above.
- e. Process for Managing of Records Requests for ERIC Reports, Member Data, Third-Party Data, and ERIC Information.
 - i. When a Member receives Records Request(s) for ERIC Reports, Member Data, Third-Party Data or ERIC Information, Member shall notify and confer with the ERIC Executive Director before releasing any information in response to the Records Request(s). The purpose of this requirement is to advance the goals of (a) fostering open communication between ERIC and its Members regarding the disclosure of information relating to ERIC in accordance with this Agreement and the Federal Protections; (b) creating consistency across the Membership with respect to the handling of the release of information relating to ERIC; (c) allowing for the case-by-case assessment of requests, including whether the request is for information that might legally be protected from disclosure on grounds other than those outlined in subsection (c).
 - ii. Member shall not have an obligation under this Agreement to release an ERIC Report, Member Data, Third Party Data or ERIC Information in response to Records Request(s) even if authorized to do so under the Agreement, including, by way of example and not limitation, if the Member determines that doing so would violate an applicable law in Member’s jurisdiction.

EXHIBIT A

f. ERIC Representations.

- i. ERIC represents and warrants that it does not and shall not use or transmit any ERIC Reports, Member Data, Third-Party Data or ERIC Information for any purpose other than providing services to its Members. ERIC's services to its members includes, but is not limited to, undertaking research projects with the assistance of third-parties to help evaluate and assess ERIC, provided that such research is in accordance with its status as a non-partisan organization exempt from federal taxation under 501(c)(3) of the Internal Revenue Code. Before undertaking any such research project, the ERIC Executive Director shall obtain the approval of the Executive Committee. ERIC's services may also include responding to requests for information from third-parties.
- ii. ERIC represents and warrants that it does and shall use its best efforts to prevent an ERIC Unauthorized Disclosure (defined in subsection (g)(ii)) of ERIC Reports, Member Data, Third-Party Data or protected ERIC information.
- iii. If ERIC receives a request from a third-party for ERIC Reports, Member Data, Third-Party Data or ERIC Information, ERIC will generally refer the requestor to the relevant member(s), understanding that ERIC may provide the requestor with public information such as information relating to its status as a 501(c)(3) public charity. If ERIC otherwise determines it is legally obligated to respond directly to a third-party information request, it will do so in accordance with subsections (c) and (d), after first notifying the Executive Committee.

g. Unauthorized Use or Disclosure of Data.

- i. Member: Should there be an unauthorized or impermissible use, access, acquisition, or disclosure or transmission of an ERIC Report, Member Data, Third-Party Data or protected ERIC Information, regardless of whether it is accidental or intentional (for example, Member intentionally sells, distributes, publishes or uses an ERIC Report for a purpose other than election administration, including a commercial purpose) or by a third party (collectively, "Unauthorized Disclosure"), Member shall, take the following steps:
 - A. **Notice to ERIC:** Member shall report to the Executive Director of ERIC immediately upon learning of any Unauthorized Disclosure. ERIC will notify the entire Membership of the Unauthorized Disclosure within a reasonable period of time thereafter, but no less than as required under federal or state law.

EXHIBIT A

- B. **Member Legal Management of Unauthorized Disclosure:** Where applicable, Member shall address the Unauthorized Disclosure in accordance with law and keep the ERIC Executive Director reasonably apprised of its efforts to do so and its progress.
- C. **ERIC Remediation Process:** Within ninety (90) days of ERIC receiving notice of the Unauthorized Disclosure, Member shall (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, provide 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 (or at a subsequent meeting as determined by the Executive Director of ERIC, in consultation with the Board Chair), following the Member's compliance with sub-sections (a) and (b) above, the Board 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) 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 or losses related to or stemming from the Unauthorized Disclosure.
- ii. Notice of Unauthorized Disclosure of Data/Indemnification-ERIC: Should there be an unauthorized disclosure of Member Data, Third-Party Data, or ERIC Reports by ERIC, whether accidental or intentional or the responsibility of a third party ("ERIC Unauthorized Disclosure"), ERIC shall immediately give notice to Members and take such other steps as required by law, insurance policies, and its incident response plan. ERIC shall keep the membership reasonably apprised of the steps it is taking to address the ERIC Unauthorized Disclosure. 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 attributable to a negligent act or omission by ERIC, capped at the limit of any applicable ERIC insurance policy.
- h. Miscellaneous. This provision 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.

EXHIBIT A

4. Utilizing ERIC Reports to Improve the Accuracy of State Voter Rolls, Increase Access to Voter Registration, and Investigate Possible Cases of Illegal Voting.

ERIC securely analyzes Member Data and Third-Party Data in order to provide its Members with the ERIC Reports. Members use the ERIC Reports to improve the accuracy of their voter registration rolls, provide voter registration information to potentially eligible but unregistered individuals, and investigate possible cases of illegal voting. “Member Data” is defined in Section 2 of this Agreement. “Third-Party Data” and “ERIC Reports” are defined in Section 3 of this Agreement.

Well-timed, frequent, and effective use of ERIC Reports will result in more accurate and up to date voter rolls at any given time. Additionally, more eligible citizens will be registered to vote. ERIC recognizes that Members have other significant year-around legal obligations associated with conducting elections. In recognition of these complex conditions, Members must request and act on ERIC Reports as specified in this section, and in a manner that complies with applicable federal and state laws.

a. Requirements for requesting ERIC Reports; schedules and deadlines. For the purposes of this subsection, a Member’s Date of Certification is the date established pursuant to Section 2(a) of this Agreement.

i. Initial Reports:

- A. Each Member must request and act on an Eligible but Unregistered Report by October 1 or fifteen (15) days before the close of registration, whichever is earlier, of the first Federal General Election following the Member’s Date of Certification. For the purposes of this requirement, close of registration means the earliest of the final day to register by mail or online. In furtherance of ERIC’s mission and to maximize the value of the Eligible but Unregistered report, the Member must request and act on it during a year in which a Federal General Election occurs.
- B. Each Member must request and act on a Cross-State Movers Report, an In-State Movers Report, a Duplicate Report, and a Deceased Report within 12 months of the Member’s Date of Certification. To be clear, each Member must request and act on all four reports specified in this subsection within the 12-month deadline.
- C. Each Member must request a Voter Participation Report for the first Federal General Election following the Member’s Date of Certification, unless the Member is deemed ineligible to receive this report pursuant to Section 5 of this Agreement.

ii. Subsequent Reports:

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- A. After a Member requests and acts on the ERIC Reports specified in subsections (i)(A) and (i)(B) above, the Member may request the report in these subsections on a schedule deemed appropriate by the Member and upon which ERIC staff can reasonably provide the requested reports. Members must complete action on any ERIC Report received by the deadline for that report as specified in subsection (b). In furtherance of ERIC's mission, and to maximize the value of membership in ERIC, Members are strongly encouraged to utilize these reports as frequently as possible while complying with applicable federal and state laws.
 - B. After an eligible Member requests and acts on the initial Voter Participation Report, the Member may request these reports pursuant to Section 5 of this Agreement.
 - C. Any Member who has not requested and acted on an ERIC Report specified in subsections (i)(B) and (i)(C) at least once by the date this section is adopted must request and act on the report(s) not yet requested. For unrequested reports specified in subsection (i)(B), the member has 12 months from the date this section is adopted to comply with this requirement. For an unrequested Voter Participation Report, all Members not deemed ineligible must request it for the next Federal General Election in which it is available.
- iii. National Change of Address Report: Each Member may request a National Change of Address Report any time following the Member's Date of Certification. Members are not required to request this report as a condition of membership.
- b. Requirements for acting on ERIC Reports, deadlines for taking action.

This section addresses deadlines and required actions for the Eligible but Unregistered, Cross-State Movers, In-State Movers, Duplicates, and Deceased Reports. See Section 5 for the deadlines and requirements pertaining to the Voter Participation Reports.

- i. Eligible but Unregistered Report:
 - A. These reports must be used to provide voter registration information to potentially eligible but not yet registered individuals.
 - B. When the Member receives an Eligible but Unregistered Report the Member must act on the report by, at a minimum, initiating contact with all individuals identified in the report deemed potentially eligible by the

EXHIBIT A

Member for the purposes of providing information on the most efficient way to register to vote, including the deadlines and eligibility

requirements for registering as specified in applicable state or federal laws.

- C. For the purposes of this Agreement, “individuals identified in the report deemed potentially eligible by the Member” refers to the individuals who remain on the Contact List after the Member has used any other official federal, state, or local data sources, or records internal to the Member, to identify and remove from the contact list individuals who are not eligible pursuant to state law.
 - D. For the purposes of this Agreement, “Contact List” refers to the final list of potentially eligible but unregistered individuals provided to the entity responsible for preparing the mailing (or any other form of contact) to the recipient of the voter registration information.
 - E. Members may not remove from the Contact List any individual identified in the report who otherwise appears to be eligible to register under federal or state law.
 - F. Members are not required to initiate contact with eligible or potentially eligible individuals more than once at the same address. Members are not required to contact any individual who has affirmatively confirmed their desire not to be contacted pursuant to this Agreement or who is otherwise ineligible to vote in the Member’s state.
 - G. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.
- ii. Cross-State and In-State Movers Reports:
- A. These reports must be used to improve the accuracy of the Member’s voter rolls.
 - B. When a Member receives a Cross-State Movers or In-State Movers Report the Member must act on the report by, at a minimum, initiating contact with all voters identified in the report in order to correct the inaccuracy or obtain information sufficient to inactivate or update the voter’s record. This requirement does not prevent the Member from taking any other action on a voter record identified in these reports that may be required by federal or state law.

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- C. ERIC recognizes Members may exclude from contact conducted in accordance with this subsection any voter identified in these reports where other official federal, state, or local data sources, or records internal to the Member, indicate the voter record is not out of date or inaccurate. Upon the request of the Executive Director, Members must provide to ERIC details on the excluded voter records.
 - D. Each Member has ninety (90) days after the report was provided to initiate contact with all voters for whom data in the report indicates a record is inaccurate or out of date.
 - E. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.
- iii. Duplicate and Deceased Voters Reports:
- A. These reports must be used to improve the accuracy of the Member's voter rolls.
 - B. When a Member receives a Duplicate or Deceased Report the Member must act on the report by, at a minimum, resolving all duplicate registrations or removing all deceased voters identified in these reports. This requirement does not prevent the Member from taking any other action on a voter record identified in these reports that may be required by federal or state law.
 - C. ERIC recognizes Members may not act on any voter record identified in these reports where other official federal, state, or local data sources, or records internal to the Member, indicate the voter is not deceased or the record is not a duplicate. Upon the request of the Executive Director, Members must provide to ERIC details on these voter records.
 - D. Each Member has ninety (90) days after the report was provided to act on all voter records for which data in the Deceased Report indicates the voter is deceased or for whom the data in the Duplicates Report indicates a registration record is a duplicate.
 - E. Members must certify compliance with these requirements in accordance with subsection (d) of this Section.
- c. Accountability and Transparency. By July 1 of each year, the Executive Director must cause to be published a report of each Member's utilization of the ERIC Reports for the previous calendar year. At a minimum, for each Member, the report must disclose the total number of ERIC Reports requested, the specific ERIC Reports requested, and the frequency by which such ERIC Reports were requested

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throughout the preceding year. In consultation with the Executive Committee, the Executive Director may include other content related to how Members used ERIC in the preceding year. The first report will be published by July 31, 2025.

d. Certifying compliance with ERIC Report requirements.

- i. The goals of certifying compliance with Subsection (b) are to 1) ensure Members take seriously their obligations to effectuate ERIC's mission of improving the accuracy of state voter rolls and providing voter registration information to all eligible citizens, 2) hold Members accountable to the public and to other members of the organization, and 3) provide ERIC with information needed to evaluate its effectiveness.
- ii. In the manner and by the deadline prescribed by the Executive Director, Members must provide written certification to the Executive Director that the Member has or has not complied with the requirements for acting on the Cross-State Movers, In-State Movers, Duplicate, Deceased, Eligible but Unregistered, and Voter Participation Reports. In consultation with the Executive Committee, the Executive Director may ask Members to submit supplemental information that may be useful to evaluating ERIC's effectiveness.
- iii. Upon advance written notice from the Member Representative, Member staff other than the designated Member Representative may certify compliance. Written notice must be submitted via email to the Executive Director not less than one (1) day prior to the Member submitting the certification.
- iv. ERIC recognizes some Members may, on occasion, be unable to certify compliance due to voter registration system limitations, technical difficulties, or other circumstances. These Members must communicate such limitations or circumstances in writing to the Executive Director at 30 days prior to the first certification deadline established by the Executive Director or as such circumstances arise at any point during membership in ERIC. The Executive Director will assess the circumstances preventing the certification and work with the Member to determine if there are acceptable alternatives to achieving the goals of the certification requirement. This determination is in the sole discretion of the Executive Director, though the Executive Director will consult with the Executive Committee during the assessment process.

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- e. Deadline extensions to request a report, act on a report, or certify compliance with report requirements.
 - i. Eligible but Unregistered Reports:
 - A. Members may submit a written request for a reasonable extension to request their initial Eligible but Unregistered Report. The request must be submitted to the Executive Director not less than thirty (30) days before the applicable deadline. The request must set forth the reasons for the extension and provide a specific date when the report will be requested. Due to the inability to reschedule a Federal General Election, an extension must be based on and will only be granted in extraordinary circumstances.
 - B. Members may submit a written request for a brief extension to act on an initial or subsequent Eligible but Unregistered Report. The request must be submitted to the Executive Director not less than seven (7) days before the applicable deadline. The request must set forth the reasons for the extension and provide a specific date when contact will be initiated, except that the Member must initiate contact by a date that provides time for individuals on the Contact List to register and vote in the forthcoming Federal General Election.
 - C. Members may submit a written request for an extension to certify compliance with the requirements for this report in the manner and by the deadline established by the Executive Director pursuant to subsection (d).
 - ii. Cross-State and In-State Movers Reports:
 - A. Members may submit a written request for a reasonable extension to request or act on an initial Cross-State or In-State Movers report. The request must be submitted to the Executive Director not less than thirty (30) days before the 12-month deadline to request the report, or thirty (30) days before the deadline to initiate contact. The request must set forth the reasons an extension is needed and provide a specific date when the report will be requested, or contact will be initiated.
 - B. Members may submit a written request for a reasonable extension to act on a subsequent Cross-State or In-State Movers report. The request must be submitted to the Executive Director not less than thirty (30) days before the 90-day deadline. The request must set forth the reasons an

EXHIBIT A

extension is needed and provide a specific date when the report will be requested, or contact will be initiated.

- C. Members may submit a written request for an extension to certify compliance with the requirements for these reports in the manner and by the deadline established by the Executive Director pursuant to subsection (d).

iii. Deceased and Duplicates Reports:

- A. Members may submit a written request for a reasonable extension to request or act on voter records identified in an initial Deceased or Duplicates Report. The request must be submitted to the Executive Director not less than (30) days before the 12-month deadline to request the report, or thirty (30) days before the deadline to act on the report. The request must set forth the reasons an extension is needed and provide a specific date when the report will be requested, or action will be completed.
- B. Members may submit a written request for a reasonable extension to act on a subsequent Deceased or Duplicates Report. The request must be submitted to the Executive Director not less than thirty (30) days before the 90-day deadline. The request must set forth the reasons an extension is needed and provide a specific date when action will be completed.
- C. Members may submit a written request for an extension to certify compliance with the requirements for these reports in the manner and by the deadline established by the Executive Director pursuant to subsection (d).

iv. Voter Participation Reports.

- A. Members may submit a written request for a reasonable extension to complete its internal investigations arising from possible cases of illegal voting identified in a Voter Participation Report. The request must be submitted to the Executive Director not less than fifteen (15) days prior to the applicable deadline. The request must set forth the reasons for the extension request and provide a specific date when the internal investigations will be completed.
- B. Members may submit a written request for an extension to certify compliance with the requirements for this report in the manner and by

EXHIBIT A

the deadline established by the Executive Director pursuant to subsection (d).

- v. The Executive Director has sole discretion on whether to grant an extension under this subsection or proceed to the applicable Member removal provisions in subsection (f). The Executive Director will inform the Executive Committee of all extension requests submitted pursuant to this section.

f. Failure to request and complete action on reports.

- i. The Executive Director must notify, or cause to be notified, in writing, a Member who appears to be at risk of missing a deadline to request its initial Cross-State Movers, In-State Movers, Duplicates, Deceased, Eligible but Unregistered, or Voter Participation Report. A Member who fails to request, act on, or certify any initial report by the applicable deadline, and who fails to request an extension on any of these requirements as provided in subsection (e), is *automatically removed* from ERIC Membership.
- ii. A Member who fails to act on or certify any of their subsequent ERIC Reports by the applicable deadlines, and who fails to request an extension as provided in subsection (e), may be suspended from receiving additional ERIC Reports. Whether to suspend access to additional reports, and the duration of such suspension, is in the sole discretion of the Executive Director. The Executive Director shall take into account the circumstances of the failure to complete the required action and failure to request an extension, including whether the Member appeared to otherwise be acting in good faith to comply with the applicable requirements. The Executive Director will inform the Executive Committee of any actions taken pursuant to this subsection.

5. Voter Participation Reports.

- a. ERIC recognizes that the appearance of illegal voting, allegations of illegal voting, and actual illegal voting undermines public confidence in the electoral process and election outcomes. ERIC can be a tool to identify potentially illegal votes and refer them to Members for further investigation consistent with each state's laws. For the purposes of this Agreement, "illegal votes" means votes cast by an individual who may have voted more than once in the Member jurisdiction at the same election, voted in more than one Member jurisdiction at the same election, or voted on behalf of a deceased voter within the Member jurisdiction.

EXHIBIT A

- b. After completing an initial Voter Participation Report, eligible Members may request Voter Participation Reports following each Federal General Election as provided in subsection (c). An eligible Member is not required to request this report after they have requested and acted on their initial Voter Participation Report.
 - c. To receive the Voter Participation Report, Members must submit a written request to the Executive Director at least 30 calendar days before the applicable election. In the written request, the Member must: (1) specify the election for which it requests data identifying voters who appear to have cast improper votes, (2) affirm that it will submit to ERIC voting history data for the applicable election in a manner consistent with how voter files and motor vehicle records are submitted to ERIC, (3) affirm that it will accept the requested data from ERIC, (4) affirm that it will complete a reasonable internal investigation of any possible improper votes before publicly releasing information about the data, and (5) affirm that it can protect the confidentiality of the Voter Participation Report, either by state law or administrative rule, until the internal investigation is complete and the findings are turned over to law enforcement.
 - d. Any Member unable to provide the affirmation required in c(5) is deemed ineligible to receive the Voter Participation Report and must submit to the Executive Director a written explanation of why the Member cannot provide the affirmation in c(5). Members deemed ineligible to receive this report, or who do not request the report, are not required to submit voting history data for use in preparing Voter Participation Reports.
 - e. A Member who requests a Voter Participation Report must submit to ERIC the required voting history data no later than 90 days from the date the Member certifies the applicable Federal General Election pursuant to the Member's state law. In consultation with the Executive Director, the Member may request a deadline extension to accommodate a recount(s) or other post-election activity required by state law that will prevent the member from providing the voting history data by the 90-day deadline.
 - f. A Member who requests a Voter Participation Report must refer all findings of credible cases of illegal voting to the appropriate law enforcement authorities, as designated by the Member's state law, no later than December 31 of the calendar year following the applicable Federal General Election or 180 days after the Member receives its final Voter Participation Report, whichever is later.
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. State Specific Requirements. From time to time, legislation or implementing regulations enabling states to become members of ERIC will contain state-specific

EXHIBIT A

membership requirements not applicable to all Members. Such state-specific requirements are set forth in Exhibit C.

8. 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.
9. 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
10. 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.
11. 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 a majority vote of the entire Membership. 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.
12. 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.
13. 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.
14. 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

EXHIBIT A

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.

15. 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. This Agreement may be executed using electronic signatures.
16. 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.
17. Headings and Subsections. Section headings are provided for reference and do not constitute part of this Agreement.
18. 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:

Name:
Title: ERIC Executive Director
Address:
Phone:
Email:

[MEMBER]

By: _____
Name: _____
Title: _____
Date: _____

Notice Details:

With a copy to (optional):

Name:	Name:
Title:	Title:
Address:	Address:
Phone:	Phone:
Email:	Email:

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
7. Current record status
8. Phone number
9. E-mail address or other electronic contact method

Exhibit C

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).

From: Hamlin, Shane
Sent: Thursday, March 16, 2023 1:56 PM AKDT
To: Hamlin, Shane
CC: Haas, Ericka; Whitt, Sarah; Thompson, Michaela R (GOV)
Subject: Notice of New Designated Member Representatives

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sent to ERIC Members and Secondary Points of Contact.*

Members,

Pursuant to Article II, Section 1 of ERIC's Bylaws, set forth in full below, I'm writing to inform you that three members have updated their designated Member Representatives since our Feb. 19 meeting, as follows:

1. Alaska designated Carol Beecher, Director of Elections. Carol replaces Michaela Thompson.
2. Connecticut designated Gabe Rosenberg, Chief of Staff and General Counsel. Gabe replaces Ted Bromley.
3. Texas designated Christina Adkins, Acting Director of Elections. Christina replaces Keith Ingram.

We will be able to welcome all three new member reps at our meeting tomorrow.

I have not always notified the membership when there have been changes to designated members. I will do so going forward, as required in the bylaws.

Regards,

-Shane

Shane Hamlin | Executive Director
ERIC | Electronic Registration Information Center
1201 Connecticut Ave NW, Suite 600
Washington, DC 20036
(202) 695-3464

www.ericstates.org

Article II, Section 1. Members. The members of the Corporation shall consist solely of state, 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 Executive Director who shall, in turn, notify the Membership.

From: Stephanie Rhoades
Sent: Thursday, March 16, 2023 10:41 PM AKDT
To: Beecher, Carol L (GOV)
Subject: ERIC

You don't often get email from [REDACTED]. [Learn why this is important](#)

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am writing to urge that you continue Alaska's membership in the the Electronic Registration Information Center (ERIC), a system that improves the accuracy of voter rolls and the counting of votes.

This system was created as a nonprofit organization in 2012 in recognition of the vital importance of voting. Led by the highly reputable Pew Charitable Trust, election officials from Colorado, Delaware, Maryland, Nevada, Utah, Virginia and Washington worked together to develop ERIC with the mission of assisting states in improving the accuracy of America's voter rolls and increasing access to voter registration for all eligible citizens.

Alaska has been voter-fraud free. We should not bow to political pressure when deciding whether to maintain membership in a system that provides us with assurance of that.

Stephanie Rhoades

1338 F Street, Anchorage, AK 99501

From: Beecher, Carol L (GOV)
Sent: Friday, March 17, 2023 6:50 AM AKDT
To: Grandjean, Amanda
CC: Shane Hamlin
Subject: RE: Waiver of Notice - Bylaws Amendment

Yes, I do accept the waiver.
cb

From: Grandjean, Amanda <agrandjean@OhioSOS.Gov>
Sent: Friday, March 17, 2023 5:47 AM
To: Grandjean, Amanda <agrandjean@OhioSOS.Gov>
Cc: Shane Hamlin <shane.hamlin@ericstates.org>
Subject: RE: Waiver of Notice - Bylaws Amendment

You don't often get email from agrandjean@ohiosos.gov. [Learn why this is important](#)

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

I have heard from many of you, but not all. The legal advice that Shane has received is that each member must waive notice in order for me to bring the bylaw changes (set forth below), that have been previously noticed and voted on, to the table for reconsideration today. While reasonable minds can differ on that advice, it is what I've been told we are required to do to proceed.

If you have not already done so, please reply all with "yes, I accept the waiver" or a "no, I don't accept the waiver."

Thanks,
Mandi

From: Grandjean, Amanda
Sent: Thursday, March 16, 2023 4:35 PM
To: Grandjean, Amanda <agrandjean@OhioSOS.Gov>
Cc: Shane Hamlin <shane.hamlin@ericstates.org>
Subject: Waiver of Notice - Bylaws Amendment

Dear ERIC Membership,

On behalf of Secretary LaRose, I am seeking a waiver of notice for the purposes of adding to the agenda the working group's proposal to strike Article III, Section 3 from the bylaws for the full membership's reconsideration at tomorrow's meeting. I am also reattaching Secretary LaRose's letter for additional context.

Article II, Section 11, of the ERIC Bylaws states, "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.” As you know, this proposal was recommended by the working group, was officially provided to you on February 8, 2023 (that notice is reattached), was on the agenda, and ultimately voted on during the February 19, 2023 meeting.

Please reply all with “yes, I accept the waiver” or a “no, I don’t accept the waiver.”

Thank you,
Mandi



Amanda M. Grandjean, Esq. | Senior Advisor to the Secretary and Deputy Assistant Secretary of State
Office of the Ohio Secretary of State

O: 614.466.3899

C: 330.412.4467

OhioSoS.gov

From: Beecher, Carol L (GOV)
Sent: Friday, March 17, 2023 8:54 AM AKDT
To: Flynn, Thomas S (LAW)
Subject: Re: Lawsuit re: ERIC

Thank you, Tom. I'll circle back if we need more details.

Get [Outlook for iOS](#)

From: Flynn, Thomas S (LAW) <thomas.flynn@alaska.gov>
Sent: Friday, March 17, 2023 8:53:08 AM
To: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Subject: RE: Lawsuit re: ERIC

Good morning Carol,

The only lawsuit I'm aware of regarding ERIC is the one we are currently litigating against PILF, the Public Interest Legal Foundation.

AC



I've attached the motion to dismiss we filed in September 2022, which should give you more background. I'm happy to discuss this or provide more detail if that would be helpful.

Thanks,

-Tom

Thomas Flynn
Assistant Attorney General
Alaska Department of Law
(907) 269-5720

From: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Sent: Friday, March 17, 2023 7:48 AM
To: Flynn, Thomas S (LAW) <thomas.flynn@alaska.gov>
Subject: Lawsuit re: ERIC

Hi Tom,

Was there a lawsuit filed in the past few years regarding ERIC and DOE?

If so, can you send that info?

Thanks much,
cb

From: Beecher, Carol L (GOV)
Sent: Friday, March 17, 2023 8:55 AM AKDT
To: Dahlstrom, LT. Governor (GOV sponsored)
Subject: Fwd: Lawsuit re: ERIC
Attachments: 13237350.pdf

Good morning

Get [Outlook for iOS](#)

From: Flynn, Thomas S (LAW) <thomas.flynn@alaska.gov>
Sent: Friday, March 17, 2023 8:53:08 AM
To: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Subject: RE: Lawsuit re: ERIC

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Thomas Flynn
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Sent: Friday, March 17, 2023 7:48 AM
To: Flynn, Thomas S (LAW) <thomas.flynn@alaska.gov>
Subject: Lawsuit re: ERIC

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If so, can you send that info?

Thanks much,
cb

TREG R. TAYLOR
ATTORNEY GENERAL

Thomas S. Flynn (Alaska Bar No. 1910085)
Assistant Attorney General
Department of Law
1031 West Fourth Avenue, Ste. 200
Anchorage, AK 99501
Telephone: (907) 269-6612
Facsimile: (907) 258-4978
Email: thomas.flynn@alaska.gov

Attorney for the State of Alaska

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA**

Public Interest Legal Foundation, Inc.,)	
)	
Plaintiff,)	
)	
v.)	Case No.: 1:22-cv-00001-SLG
)	
Kevin Meyer, in his official capacity as)	
Lieutenant Governor for the State of)	MOTION TO DISMISS
Alaska,)	
)	
Defendant.)	

INTRODUCTION

The Public Interest Legal Foundation, Inc. (“PILF”) demands that the State of Alaska disclose information about deceased voters under the disclosure provision in the National Voter Registration Act (NVRA). But the NVRA does not require disclosure of third-party reports containing sensitive personal information. It requires only the disclosure of records “concerning the implementation” of specified “programs and activities.” The Division of Elections has already provided these records, by sending

PILF the list of deceased voters it removed from Alaska’s voter registration list. While the Division reviews many records to maintain the voter registration list, only those records concerning the implementation of “programs” and “activities” are subject to disclosure. PILF’s broad reading of the NVRA is incorrect and counter to the statute’s purposes. Because the Division complied with the NVRA and other federal laws, PILF’s Complaint should be dismissed.

BACKGROUND

I. National Voter Registration Act

Congress passed the NVRA in 1993, finding that United States citizens have a fundamental right to vote, that all levels of government should promote the exercise of that right, and that “discriminatory and unfair registration laws and procedures can have a direct and damaging effect on voter participation,” which “disproportionately harm voter participation by various groups, including racial minorities.”¹ The express purpose of the NVRA was to increase the number of registered voters, enhance the participation of voters, “protect the integrity of the electoral process,” and “ensure that accurate and current voter registration rolls are maintained.”² The NVRA “was not designed as a tool to root out voter fraud, ‘cross-over voting,’ or any other illegal or allegedly illegal activity associated with casting a ballot on election day.”³

¹ 52 U.S.C. § 20501(a).

² 52 U.S.C. § 20501(b).

³ *True the Vote v. Hosemann*, 43 F. Supp. 3d 693, 722 (S.D. Miss. 2014).

To meet its goals, the NVRA requires states to allow voter registration for federal elections by mail, in person, and when applying for a driver's license.⁴ States can only remove a registered voter from the rolls if the voter requests it, the voter is criminally convicted or mentally incapacitated, the voter dies, or the voter changes residence.⁵ All state programs or activities to protect the integrity of the electoral process and maintain voter rolls must be "uniform, nondiscriminatory, and in compliance with the Voting Rights Act of 1965," and cannot result in a person's removal from an eligible voter list except in limited circumstances.⁶

The NVRA also requires that state agencies maintain and make available to the public certain records regarding voter registration programs and activities. Specifically, the "[p]ublic disclosure of voter registration activities" provision ("Disclosure Provision") directs that:

(1) Each State shall maintain for at least 2 years and shall make available for public inspection and, where available, photocopying at a reasonable cost, all records concerning the implementation of programs and activities conducted for the purpose of ensuring the accuracy and currency of official lists of eligible voters, except to the extent that such records relate to a declination to register to vote or to the identity of a voter registration agency through which any particular voter is registered.

(2) The records maintained pursuant to paragraph (1) shall include lists of the names and addresses of all persons to whom notices described in subsection (d)(2) are sent, and information concerning whether or not each

⁴ 52 U.S.C. § 20503(a); *see* 52 U.S.C. § 20506 (listing voter registration agency responsibilities).

⁵ 52 U.S.C. §§ 20507(a)(3), (4).

⁶ 52 U.S.C. § 20507(b).

such person has responded to the notice as of the date that inspection of the records is made.⁷

II. ERIC and the Limited Access Death Master File

Since 2016, Alaska has been a member of the Electronic Registration Information Center (“ERIC”), an organization that helps states improve the accuracy of their voter rolls and “increase access to voter registration for all eligible citizens.”⁸ All member states are required to sign an agreement which sets forth the terms and conditions of ERIC membership.⁹ Pursuant to the agreement, Alaska provides ERIC with voter registration information, including voter files and information from the State’s motor vehicles database, every 60 days.¹⁰ ERIC then processes the data and provides reports to each member state.¹¹ Those reports list voters who have moved within the state, have left the state, have died, are registered more than once, and are eligible but have not registered to vote.¹²

ERIC uses the Social Security Administration’s “Death Master File” to identify voters who have died.¹³ The Death Master File contains “the name, social security

⁷ 52 U.S.C. § 20507(i).

⁸ Doc. 1 at ¶¶ 9, 13.

⁹ *Id.* at ¶ 14 (citing ERIC Bylaws, Art. II, Sec. 3).

¹⁰ *Id.* at ¶ 15 (citing ERIC Bylaws, Exhibit A (Membership Agreement), Sec. 2(b)).

¹¹ *Id.* at ¶ 17.

¹² *Id.* ¶ 18.

¹³ *Id.* at ¶ 19. PILF refers to part of this information as the “Deceased Data,” *id.* at ¶ 20, alleging that Alaska uses the “Deceased Data to conduct voter list maintenance

account number, date of birth, and date of death of deceased individuals maintained by the Commissioner of Social Security.”¹⁴ Given the sensitive nature of this information, federal law limits access to it to certified entities;¹⁵ the database is therefore known as the Limited Access Death Master File (LADMF). Federal law also expressly prohibits the disclosure of information contained in the LADMF in response to Freedom of Information Act requests.¹⁶

To receive access to the LADMF, an entity must certify that in seeking the information it has either “a legitimate fraud prevention interest” or “legitimate business purpose pursuant to a law, government rule, regulation, or fiduciary duty.”¹⁷ It must also certify that it has “systems, facilities, and procedures in place . . . to safeguard such information” in compliance with Internal Revenue Service requirements.¹⁸ Any misuse or unauthorized disclosure of the information contained in the LADMF by a certified entity may result in financial penalties.¹⁹

programs and activities required by state law and the NVRA, including the cancellation of registrations belonging to deceased individuals,” *id.* at ¶ 24.

¹⁴ 42 U.S.C. § 1306c(d).

¹⁵ See 42 U.S.C. § 1306c(b)(1)-(2) (describing certification program); 15 C.F.R. § 1110.102 (same).

¹⁶ See 42 U.S.C. § 1306c(e)(1).

¹⁷ 42 U.S.C. § 1306c(2)(A)(i)-(ii).

¹⁸ 42 U.S.C. § 1306c(2)(B)(C); see 26 U.S.C. § 6103(p)(4).

¹⁹ 42 U.S.C. § 1306c(c).

ERIC has access to the LADMF and provides the information it contains to member states so that they can use it to implement their list maintenance programs.²⁰

III. PILF's NVRA Request

In August 2021, PILF requested records under the NVRA's Disclosure Provision.²¹ PILF's stated aim is to promote the "integrity of elections nationwide through research, education, remedial programs, and litigation."²² It frequently uses the Disclosure Provision to request records and determine "whether lawful efforts are being made to keep voter rolls current [and] whether eligible registrants have been improperly removed from voter rolls."²³

PILF requested two categories of records: (1) "All 'ERIC Data' received from ERIC during the years 2019, 2020, and 2021 concerning registered voters identified as deceased or potentially deceased" and (2) "All reports and/or statewide-voter-registration-system-generated lists showing all registrants removed from the list of eligible voters for reason of death for the years 2019, 2020, and 2021."²⁴ PILF specified that the second category "will optimally include unique voter identification numbers, county or locality, full names, addresses, and dates of birth."²⁵

²⁰ See Doc. 1 at ¶ 19.

²¹ *Id.* at ¶ 31; see 52 U.S.C. § 20507(i).

²² Doc. 1 at ¶ 4.

²³ *Id.*

²⁴ *Id.* at ¶ 31 (footnote omitted).

²⁵ *Id.* at ¶ 31.

IV. The Division's Response

In September 2021, the Division largely granted PILF's second request.²⁶ The Division provided PILF with "a list of deceased voters DOE removed from the voter registration list between January 1, 2019 and August 11, 2021."²⁷ The list included identification numbers unique to each voter.²⁸ Notably, by providing data from more than two years ago, the Division maintained and provided more information than strictly required by the NVRA.²⁹ The Division did, however, exclude voters' dates of birth because this information is confidential under Alaska law and federal precedent.³⁰

The Division denied PILF's first request.³¹ The Division explained that, even assuming the Disclosure Provision applied, the Division could not provide the ERIC data identifying deceased voters because federal law "protects the information in the Death Master File and permits disclosure only to certified entities."³² The Division also

²⁶ *Id.* at ¶ 34-35.

²⁷ *Id.* at ¶ 34; Doc. 1-2 at 1.

²⁸ Doc. 1-2 at 1 (recognizing that the Division only withheld dates of birth).

²⁹ *See* Doc. 1-2 at 1; *see also* 52 U.S.C. § 20507(i)(1) (requiring states maintain certain documents for at least two years).

³⁰ Doc. 1 at ¶ 35; Doc. 1-2 at 1 (citing AS 15.07.195; *Project Vote, Inc. v. Kemp*, 208 F. Supp. 3d 1320, 1345 (N.D. Ga. 2016); *True the Vote v. Hosemann*, 43 F. Supp. 3d 693, 732-33 (S.D. Miss. 2014)).

³¹ *See* Doc. 1 at ¶ 32-33.

³² *See* Doc. No. 1-2 at 1 (citing 42 U.S.C. § 1306c; 15 C.F.R. 1110.102).

highlighted that the NVRA is subject to provisions in the Driver’s Privacy Protection Act.³³

V. PILF’s Lawsuit

Shortly after it received the Division’s records, PILF sent the Division a letter alleging a violation of the NVRA’s Disclosure Provision.³⁴ PILF claimed that the Disclosure Provision “exempts only two pieces of information—(1) a declination to register to vote, and (2) the identity of a voter registration agency through which any particular voter is registered.”³⁵ The letter asserted that PILF did “not seek either of those things and the NVRA exempts no other records,” and any Alaska law that limited the disclosure of the requested records was “without force” with respect to the NVRA.³⁶

PILF stated that the Division could satisfy its request by providing the ERIC reports with the redaction of all data elements from the LADMF, including dates of birth/death and full/partial social security numbers.³⁷ The Division did not repeat its previous response to PILF’s request.³⁸

³³ See *id.* (citing *Pub. Int. Legal Found. v. Boockvar*, 431 F. Supp. 3d 553, 563 (M.D. Pa. 2019)). The Driver’s Privacy Protection Act forbids state motor vehicle departments from knowingly disclosing personal information contained in their records except in limited circumstances. See 18 U.S.C. §§ 2721(a), (b).

³⁴ Doc. 1 at ¶ 36-37 (citing 52 U.S.C. § 20507(i)).

³⁵ Doc. No. 1-3 at 2.

³⁶ *Id.*

³⁷ *Id.* at 3.

³⁸ Doc. 1 at ¶ 42.

In January 2022, PILF filed this action, alleging that the Division’s partial denial of its records request violated the Disclosure Provision.³⁹ PILF seeks declaratory and injunctive relief, in addition to attorneys’ fees and costs.⁴⁰ Despite its earlier offer, PILF demands the deceased voter reports the Division received from ERIC without any redactions to account for the LADMF.⁴¹ PILF also demands the list of deceased voters the Division removed from the rolls with unique voter identification numbers—even though the Division provided unique identification numbers and PILF did not previously demand them, noting that the Division only redacted voters’ dates of birth.⁴²

The Division moves to dismiss PILF’s claim under Federal Rule of Civil Procedure 12(b)(6).

³⁹ *Id.* at ¶¶ 53-59. PILF also sued two other states on nearly identical grounds. *Public Interest Legal Foundation v. Evans*, No. 1:21-cv-03180 (D.D.C., filed Dec. 6, 2021); *Public Interest Legal Foundation v. Griswold*, No. 1:21-cv-03384 (D. Colo., filed Dec. 16, 2021).

⁴⁰ Doc. 1, Prayer for Relief ¶¶ 1-7.

⁴¹ PILF’s Prayer for Relief asks for, among other things, the court to “Order[] Defendant to provide the requested records to the Foundation, including voter list maintenance records received from ERIC.” Doc. 1, Prayer for Relief ¶ 4.

⁴² *Id.* (requesting deceased cancellation reports with voter identification numbers); Doc. 1-2 at 1 (recognizing that the Division only withheld dates of birth); Doc. 1-3 at 2–3 (recognizing that the Division did not include dates of birth and demanding only redacted versions of ERIC’s deceased voter reports, not the Division’s list of removed voters with unique voter identification numbers).

LEGAL STANDARD

“To survive a motion to dismiss, a complaint must contain sufficient factual matter, accepted as true, to ‘state a claim to relief that is plausible on its face.’”⁴³ “A claim is plausible on its face ‘when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.’”⁴⁴ “The plausibility standard . . . asks for more than a sheer possibility that a defendant has acted unlawfully.”⁴⁵ “[C]onclusory allegations of law and unwarranted inferences are insufficient” to avoid dismissal under Rule 12(b)(6).⁴⁶

ARGUMENT

I. PILF fails to state a claim for ERIC’s deceased voter reports under the plain language of the NVRA.

PILF’s sole claim is that it has suffered an informational injury under the NVRA because the Division’s partial denial of its request has “frustrat[ed], imped[ed], and harm[ed] its efforts to carry out its organizational mission.”⁴⁷ But the Division’s response

⁴³ *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007)).

⁴⁴ *League of Conservation Voters v. Trump*, 303 F. Supp. 3d 985, 992 (D. Alaska 2018).

⁴⁵ *Iqbal*, 556 U.S. at 678 (quoting *Twombly*, 550 U.S. at 556).

⁴⁶ *Cousins v. Lockyer*, 568 F.3d 1063, 1067 (9th Cir. 2009) (quoting *Fields v. Legacy Health Sys.*, 413 F.3d 943, 950 n.5 (9th Cir. 2005)).

⁴⁷ Doc. 1 at ¶¶ 47-59.

does not violate the NVRA because the statute’s plain language does not require the Division to disclose the deceased voter reports it received from ERIC.

Statutory interpretation begins with the “language of the statute itself.”⁴⁸ And, absent a contrary definition, words are interpreted according to “their ordinary, contemporary, common meaning.”⁴⁹ Moreover, “words of a statute must be read in their context and with a view to their place in the overall statutory scheme.”⁵⁰ “If the language has a plain meaning or is unambiguous, the statutory interpretation inquiry ends there.”⁵¹

The NVRA requires the disclosure of “all records concerning the implementation of programs and activities conducted for the purpose of ensuring the accuracy and currency of official lists of eligible voters.”⁵² This statute includes unambiguous limiting language, beginning with “implementation.” “Without the word [implementation], the provision would be broader, requiring disclosure simply of ‘all records relating to programs and activities’”⁵³ But with the word “implementation,” the statute “restrict[s] the scope of the records required to be disclosed” to only those “relating to the

⁴⁸ *Satterfield v. Simon & Schuster, Inc.*, 569 F.3d 946, 953 (9th Cir. 2009) (quoting *Gwaltney of Smithfield, Ltd. v. Chesapeake Bay Found., Inc.*, 484 U.S. 49, 56 (1987)).

⁴⁹ *Id.* (quoting *Perrin v. United States*, 444 U.S. 37, 42 (1979)).

⁵⁰ *Id.* (quoting *Food & Drug Admin. v. Brown & Williamson Tobacco Corp.*, 529 U.S. 120, 128 (2000)).

⁵¹ *CVS Health Corp. v. Vividus, LLC*, 878 F.3d 703, 706 (9th Cir. 2017).

⁵² 52 U.S.C. § 20507(i)(1).

⁵³ *Project Vote, Inc. v. Kemp*, 208 F. Supp. 3d 1320, 1339 (N.D. Ga. 2016).

processes a State implements to fulfill its NVRA obligations.”⁵⁴ “If Congress intended a broad disclosure requirement encompassing information more granular than process information, it is unclear why it chose to include the word ‘implementation’ at all.”⁵⁵

The scope of the Disclosure Provision is further limited by the use of the terms “programs” and “activities.”⁵⁶ Based on common dictionary definitions, “program” and “activity” mean the provision applies to records “relate[d] to fulfilling, performing, carrying out, or putting into effect by means of a definite plan or procedure (1) systems or (2) specific actions to ensure that the State’s official list of individuals entitled to vote is current and accurate.”⁵⁷ These terms require disclosure of records regarding implementation of a “schedule or system designed to serve a specific end, or a particular function or operation, ‘conducted for the purpose of ensuring the accuracy and currency of official lists of eligible voters.’”⁵⁸

As limited by these terms, the Disclosure Provision cannot require the disclosure of all Division records; it only requires the disclosure of records that show the specific actions the Division is taking under the NVRA. It requires the Division to show *what* it is doing and *how*. It does not require the Division to produce every “granular” input it

⁵⁴ *Id.*

⁵⁵ *Id.*

⁵⁶ 52 U.S.C. § 20507(i)(1).

⁵⁷ *Kemp*, 208 F. Supp. at 1338.

⁵⁸ *Boockvar*, 431 F. Supp. 3d at 559 (quoting 52 U.S.C. § 20507(i)(1)).

considers, particularly when those inputs are third-party reports that contain voters' sensitive personal information.⁵⁹ To hold otherwise would be to ignore the plain language of the Disclosure Provision.

Here, PILF does not state a claim because it does not seek records within the plain meaning of the NVRA's Disclosure Provision. PILF demands ERIC's data from the years 2019, 2020, and 2021 "concerning registered voters identified as deceased or potentially deceased."⁶⁰ But this information need not be disclosed because all the data the Division reviews in the course of "programs and activities" is not the same as "records concerning the *implementation* of programs and activities."⁶¹ The Division has a program to ensure the accuracy and currency of the voter list by removing deceased voters, in accordance with the NVRA.⁶² It implements this program by removing deceased voters. The Division provided implementation records when it provided PILF a record of the voters it removed in 2019, 2020, and 2021.⁶³ The inputs the Division considered, including ERIC's deceased voter reports, are not implementation records subject to the NVRA.

PILF does not even allege that the ERIC deceased voter reports are implementation records. It alleges that the deceased voter reports are used to "conduct

⁵⁹ *Kemp*, 208 F. Supp. 3d at 1339.

⁶⁰ Doc. 1. at ¶ 31 (internal quotation marks omitted).

⁶¹ 52 U.S.C. § 20507(i)(1).

⁶² *See id.*; 52 U.S.C. § 20507(a)(4)(A).

⁶³ Doc. 1 at ¶ 34; Doc. 1-2 at 1.

voter list maintenance programs and activities;”⁶⁴ that “Alaska receives data from ERIC showing registrants who are deceased or likely deceased;”⁶⁵ and that Alaska must, “at a minimum, initiate contact with those voters in order to correct the inaccuracy or obtain information sufficient to inactivate or update the voters’ records.”⁶⁶ But to withstand a motion to dismiss under Rule 12(b)(6), a complaint “requires more than labels and conclusions” to establish grounds for relief.⁶⁷ The ERIC deceased voter reports do not concern the implementation of any Division program or activity. To implement is “to carry out, especially to give practical effect to and ensure actual fulfillment by concrete measures” or “to fulfill; perform; carry out or to put into effect according to or by means of a definite plan or procedure.”⁶⁸ The deceased voter reports are third-party reports provided to the Division that contain information on potentially deceased voters. PILF does not allege that these reports contain any information regarding Division programs or activities, much less their implementation.

Instead, PILF attempts to paint the Disclosure Provision with a broad brush, emphasizing “all records” in bold and underlined text.⁶⁹ But PILF’s interpretation would render the word “implementation” void. Had Congress intended the result PILF seeks, it

⁶⁴ Doc. 1 at ¶ 24.

⁶⁵ *Id.* at ¶ 20

⁶⁶ *Id.* at ¶ 21 (cleaned up) (quoting Membership Agreement, Sec. 5(b)).

⁶⁷ *Twombly*, 550 U.S. at 555.

⁶⁸ *Kemp*, 208 F. Supp. 3d at 1337.

⁶⁹ Doc. No. 1-3 at 2.

would not have explicitly used the word “implementation”—a word that does not otherwise appear in the NVRA—to limit the provision’s scope.⁷⁰ This term must be given effect.⁷¹

To be sure, the Disclosure Provision requires the disclosure of some records, just not those PILF demands. Courts have found several types of records relate to the implementation of programs and activities, including voter registration applications and voter rolls.⁷² And there are specific records the NVRA requires states to maintain, including records of those who were sent notices and whether or not they responded.⁷³ But courts have also found that some records and information need not be disclosed, like voter telephone numbers, letters to registration applicants, precinct registers, and absentee

⁷⁰ The word “implement” appears twice in the statute. *See* 52 U.S.C. § 20501(b)(2) (noting one purpose of the statute is “to make it possible for . . . governments to implement this chapter in a manner that enhances the participation of eligible citizens as voters in elections for federal office”); 52 U.S.C. § 20506(c)(1) (“Each State and the Secretary of Defense shall jointly develop and implement procedures for persons to apply to register to vote at recruitment offices of the Armed Forces of the United States”).

⁷¹ *See Connell v. Lima Corp.*, 988 F.3d 1089, 1097 (9th Cir. 2021) (noting courts’ obligation “to give effect, if possible, to every word Congress used” without rendering words void (quoting *Reiter v. Sonotone Corp.*, 442 U.S. 330, 339 (1979))); *see also Loughrin v. United States*, 573 U.S. 351, 358 (2014) (noting that a “cardinal principal” of statutory interpretation is “giv[ing] effect, if possible, to every clause and word of a statute” (quoting *Williams v. Taylor*, 529 U.S. 362, 404 (2000))).

⁷² *See, e.g., Project Vote/Voting for Am., Inc. v. Long*, 682 F.3d 331, 333 (4th Cir. 2012) (voter registration applications); *Kemp*, 208 F. Supp. 3d at 1342 (records concerning processing of voter registration applications); *Hosemann*, 43 F. Supp. 3d at 723 (state voter roll).

⁷³ 52 U.S.C. §§ 20507(i)(2), (d)(2).

ballot applications.⁷⁴ And no court has found that third-party reports, such as those that ERIC provides to its member states and that include sensitive personal information from the Social Security Administration, are subject to disclosure.⁷⁵

Because PILF has failed to state a claim for relief under the plain language of the Disclosure Provision, no further analysis is necessary.⁷⁶ PILF's complaint about ERIC's deceased voter reports should be dismissed.

II. The NVRA's legislative history, purpose, and interaction with other laws confirms that ERIC's deceased voter records are not subject to disclosure.

Should the Court find that the language of the Disclosure Provision is ambiguous, the NVRA's broader context, legislative history, purposes, and interaction with other federal laws demonstrate that the ERIC records sought by PILF are beyond the provision's scope. "If [a] statute's terms are ambiguous, [a court] may use canons of

⁷⁴ See, e.g., *Kemp*, 208 F. Supp. 3d at 1342-43 (applicant telephone numbers, when a voter registration application was received, and disposition of, and any response to, letters sent to voter registration applicants); *Hosemann*, 43 F. Supp. 3d at 725 ("poll books" reflecting only active status voters); *id.* at 727-28 (absentee ballot applications and envelopes).

⁷⁵ Decisions are pending in district courts in Washington, D.C. and Colorado. *Public Interest Legal Foundation v. Evans*, No. 1:21-cv-03180 (D.D.C., filed Dec. 6, 2021); *Public Interest Legal Foundation v. Griswold*, No. 1:21-cv-03384 (D. Colo., filed Dec. 16, 2021).

⁷⁶ *Steinle v. City & Cty. of San Francisco*, 919 F.3d 1154, 1164 (9th Cir. 2019) (noting that judicial inquiry ends if statutory text is unambiguous).

construction, legislative history, and the statute’s overall purpose to illuminate Congress’s intent.”⁷⁷ Addressing each of these, PILF has failed to state a claim.

A. The full NVRA and its legislative history do not support a broad reading of the Disclosure Provision.

The broader context of the NVRA and the Disclosure Provision confirm that the ERIC records sought by PILF do not constitute records of the “implementation of programs and activities.”⁷⁸ Courts must bear in mind “the fundamental canon of statutory construction that the words of a statute must be read in their context and with a view to their place in the overall statutory scheme.”⁷⁹ “[A] word is known by the company it keeps . . . to avoid ascribing to one word a meaning so broad that it is inconsistent with its accompanying words, thus giving ‘unintended breadth to the Acts of Congress.’”⁸⁰ So construed, the Disclosure Provision does not apply to ERIC’s deceased voter reports.

⁷⁷ *Jonah R. v. Carmona*, 446 F.3d 1000, 1005 (9th Cir. 2006); *see Hernandez v. Williams, Zinman & Parham PC*, 829 F.3d 1068, 1073 (9th Cir. 2016) (noting that courts will look to a statute’s context, “broader structure,” and “object and policy” when its terms are ambiguous); *see also United States v. Fiorillo*, 186 F.3d 1136, 1153 (9th Cir. 1999) (noting that statutes “should not be interpreted in a manner that renders other sections of the same statute ‘inconsistent, meaningless, or superfluous’” (quoting *Boise Cascade Corp. v. U.S. E.P.A.*, 942 F.2d 1427, 1432 (9th Cir. 1991))).

⁷⁸ *See King v. Burwell*, 576 U.S. 473, 486 (2015) (“[O]ftentimes the ‘meaning—or ambiguity—of certain words or phrases may only become evident when placed in context.’” (quoting *Food & Drug Admin. v. Brown & Williamson Tobacco Corp.*, 529 U.S. 120, 132 (2000))).

⁷⁹ *Id.* at 492.

⁸⁰ *Gustafson v. Alloyd Co.*, 513 U.S. 561, 575 (1995) (quoting *Jarecki v. G. D. Searle & Co.*, 367 U.S. 303, 307 (1961)).

The terms “implementation,” “programs,” and “activities” necessarily refer to processes that can result in actual changes to voter registration lists. Read together, they imply a project that a state actively pursues. But here, PILF seeks records that the Division simply reviews. Congress did not intend for terms like these to apply to the mere receipt and review of information from a third-party. Broadly interpreting the Disclosure Provision as somehow reaching everything the Division reviews would be inconsistent with the NVRA as a whole, which is aimed at increasing voter registration and maintaining voter rolls, not mandating the indiscriminate disclosure of state records.⁸¹

The NVRA’s legislative history resolves any remaining ambiguity and demonstrates that sensitive personal information and third-party records are not subject to disclosure.⁸² The Disclosure Provision originated in the Senate’s version of the NVRA and was ultimately incorporated into the House’s version, which would later become law.⁸³ The Senate Committee Report explains how the provision was intended to apply to information about the accuracy of voters’ addresses:

⁸¹ See *Gila River Indian Cmty. v. United States*, 729 F.3d 1139, 1145 (9th Cir. 2013) (“Our goal is to understand the statute ‘as a symmetrical and coherent regulatory scheme’ and to ‘fit, if possible, all parts into a harmonious whole.’” (quoting *Brown & Williamson*, 529 U.S. at 133)).

⁸² *Washington v. Chimei Innolux Corp.*, 659 F.3d 842, 848 (9th Cir. 2011) (“If the statutory language is ambiguous, then [courts] consult legislative history.”).

⁸³ Compare S. 460, 103rd Cong. § 8(i) with National Voter Registration Act of 1993, Pub. L. No. 103-31, 107 Stat. 77 (codified as amended at 52 U.S.C. § 20507(i)). A similar report accompanied Senate Bill 250, see S. Rep. 102-60 (1991), which passed both houses in the 102nd Congress (the National Voter Registration Act of 1992) but was subsequently vetoed. See S. Rep. No. 103-6, at 4 (1993).

Subsection (i) provides that each State shall maintain for two years all records concerning the implementation of programs and activities conducted for the purpose of ensuring *the accuracy and currency of addresses* on the official list of eligible voters . . . The records shall include lists of names *and addresses* of all persons to whom notices were sent and information concerning whether or not each person has responded to the notice as of the date of inspection.⁸⁴

Thus, Congress did not intend for the Disclosure Provision to reach records beyond those relating to the accuracy and currency of voters' addresses.

This intent aligns with the language of the statute. What eventually became subsection (i)(2) requires that records of the names and addresses of individuals who receive change-of-residency notices, and whether or not they responded, are subject to disclosure.⁸⁵ Given that subsection (i)(2) explicitly mentions names and addresses, this mandatory language indicates that the Disclosure Provision is primarily directed at records of where voters live. While subsection (i)(1) does not mention names and addresses, and "shall include" is not necessarily exclusive language, nothing in the legislative history supports PILF's contention that the Disclosure Provision should be broadly construed. Congress did not intend to make all voter-related information, especially sensitive personal information and third-party reports, subject to public

⁸⁴ S. Rep. No. 103-6, at 35 (1993) (emphasis added).

⁸⁵ See 52 U.S.C. § 20507(i)(2) (providing that "records maintained pursuant to paragraph (1) shall include lists of the names and addresses . . .").

disclosure. Any other interpretation would be overly inclusive and unduly broad given the NVRA as a whole and its legislative history.⁸⁶

B. Other federal laws similarly limit the scope of the Disclosure Provision.

Federal laws passed before and after the NVRA further illuminate Congress’s intent and show that PILF’s interpretation of the Disclosure Provision is too broad.

“Statutory language ‘cannot be construed in a vacuum. It is a fundamental canon of statutory construction that the words of a statute must be read in their context and with a view to their place in the overall statutory scheme.’”⁸⁷ When interpreting statutes, courts must “assume Congress is knowledgeable about existing law pertinent to the legislation it enacts.”⁸⁸ Courts must also “aim[] for harmony over conflict in statutory interpretation” because it is the “job of Congress by legislation . . . both to write the law[s] and to repeal them.”⁸⁹ This fundamental principle applies with equal force to the NVRA: “the term ‘all records’ in the disclosure provision does not encompass any relevant record from any source whatsoever, but must be read in conjunction with the

⁸⁶ See *Arizona v. Inter Tribal Council of Arizona, Inc.*, 570 U.S. 1, 21 (2013) (Kennedy, J., concurring in part and in the judgment) (“Courts must be careful not to give an unduly broad interpretation to ambiguous or imprecise language Congress uses.”).

⁸⁷ *Sturgeon v. Frost*, 577 U.S. 424, 438 (2016) (quoting *Roberts v. Sea-Land Servs., Inc.*, 566 U.S. 93, 101 (2012)). See *Brown & Williamson*, 529 U.S. at 133 (noting that “the meaning of one statute may be affected by other Acts”).

⁸⁸ *Frank’s Landing Indian Cmty. v. Nat’l Indian Gaming Comm’n*, 918 F.3d 610, 616 (9th Cir. 2019).

⁸⁹ *Floyd v. Am. Honda Motor Co.*, 966 F.3d 1027, 1034 (9th Cir. 2020) (quoting *Epic Sys. Corp. v. Lewis*, 138 S. Ct. 1612, 1624, (2018)).

various statutes enacted by Congress to protect the privacy of individuals and confidential information held by certain governmental agencies.”⁹⁰

PILF’s broad interpretation of the Disclosure Provision would have it implicitly repeal two laws in effect when the NVRA became law in 1993:⁹¹ the Freedom of Information Act (FOIA) and the Privacy Act. These laws address the disclosure of government records and the protection of private information possessed by government agencies, respectively.⁹² FOIA, for example, protects from disclosure “personnel and medical files and similar files the disclosure of which would constitute a clearly unwarranted invasion of personal privacy.”⁹³ The Disclosure Provision in the NVRA “was not drafted in a vacuum,” but was passed almost 40 years after FOIA and almost 20 years after the Privacy Act.⁹⁴ Both of these laws “express Congress’s concern for individuals’ privacy interests” and “[i]t is hard to imagine that in enacting the NVRA, Congress intended to abrogate all protections provided for by Federal and State laws against the disclosure of private and confidential information.”⁹⁵ Such “[i]mplied repeals are not favored by the courts, ‘and will only be found when the new statute is clearly

⁹⁰ *Pub. Int. Legal Found., Inc. v. N. Carolina State Bd. of Elections*, 996 F.3d 257, 264 (4th Cir. 2021) (“NCBOE”).

⁹¹ National Voter Registration Act of 1993, Pub. L. No. 103-31, 107 Stat. 77 (effective January 1, 1995).

⁹² *See, e.g.*, 5 U.S.C. § 552; 5 U.S.C. § 552a.

⁹³ 5 U.S.C. § 552(b)(6).

⁹⁴ *Hosemann*, 43 F. Supp. 3d at 735.

⁹⁵ *Id.*

repugnant, in words or purpose, to the old statute.”⁹⁶ This follows another “basic canon of statutory construction [which] requires that [courts] presume Congress does not silently abrogate existing law.”⁹⁷

Accordingly, the Disclosure Provision is limited not just by its terms but also by other federal laws. It does not apply to “all records,” as PILF would have it, but only to implementation records of specified programs and activities and only to the extent such records are not otherwise protected by federal law.⁹⁸ ERIC’s deceased voter reports include sensitive personal information that implicates the privacy interests protected by FOIA and the Privacy Act. The Court should not read the Disclosure Provision to implicitly repeal these prior laws.⁹⁹

Nor should it read the Disclosure Provision to implicitly abrogate subsequent federal laws. Nearly 20 years after the NVRA, Congress passed the Bipartisan Budget Act of 2013. This included requirements for a certification program in order to access Social Security Administration records containing sensitive personal information on

⁹⁶ *Nw. Forest Res. Council v. Pilchuck Audubon Soc.*, 97 F.3d 1161, 1166 (9th Cir. 1996) (quoting *Grindstone Butte Project v. Kleppe*, 638 F.2d 100, 102 (9th Cir. 1981)).

⁹⁷ *Flores v. Sessions*, 862 F.3d 863, 875 (9th Cir. 2017).

⁹⁸ *Boockvar*, 431 F. Supp. 3d at 563.

⁹⁹ *See Nat’l Ass’n of Home Builders v. Defs. of Wildlife*, 551 U.S. 644, 662 (2007) (noting that subsequent legislation “can sometimes operate to amend or even repeal an earlier statutory provision” but the presumption is against implied repeals absent “clear and manifest” intent).

recently deceased individuals.¹⁰⁰ It restricts the disclosure of any information in the LADMF to entities that have been certified to receive the information and it sets financial penalties for any unauthorized disclosures.¹⁰¹

ERIC's deceased voter reports are based on the LADMF and therefore not subject to disclosure under the NVRA. ERIC is a certified entity and its deceased voter reports contain information from the LADMF.¹⁰² To reveal the identity of those in the deceased voter reports would be to reveal the contents of the LADMF. This information is protected by the Bipartisan Budget Act of 2013, which Congress passed with full knowledge of the NVRA's Disclosure Provision. Just as Congress was well aware of FOIA and the Privacy Act when it passed the NVRA, so too was it aware of the NVRA when it passed the 2013 law. The best way to harmonize these statutes is a reading of the Disclosure Provision that does not require the disclosure of sensitive personal information, particularly that originating in the LADMF.¹⁰³ If the Disclosure Provision required the disclosure of information originating in the LADMF, then the Disclosure

¹⁰⁰ See 42 U.S.C. § 1306c(b); 15 C.F.R. § 1110.

¹⁰¹ See 42 U.S.C. §§ 1306(a), (c).

¹⁰² See Doc. 1 at ¶ 19; Doc. 1-3 at 3 (recognizing that ERIC's deceased voter reports contain information protected by the LADMF).

¹⁰³ See *Frank's Landing*, 918 F.3d at 616 ("We assume Congress is knowledgeable about existing law pertinent to the legislation it enacts" (citation omitted)).

Provision would vitiate the subsequent LADMF protections. Congress could not have intended this absurd result.¹⁰⁴

Courts have already recognized that the Disclosure Provision does not apply to information protected by another subsequent law, the Driver’s Privacy Protection Act (DPPA).¹⁰⁵ This prohibits the disclosure of “personal information . . . about any individual obtained by [a Division of Motor Vehicles (DMV)] in connection with a motor vehicle record” except in limited circumstances.¹⁰⁶ Accordingly, if NVRA requests “implicate protected personal information contained in DMV records, they are shielded by the DPPA.”¹⁰⁷ Because Congress “legislates with knowledge of the then-existing statutory landscape,” courts “must presume that Congress knew of the potential interplay between the DPPA’s privacy protections and the NVRA’s disclosure mandate” and did not intend the DPPA to be undercut by the NVRA.¹⁰⁸ The Disclosure Provision is therefore subject to both prior and subsequent laws.¹⁰⁹ “[T]he term ‘all records’ in the disclosure provision does not encompass any relevant record from any source

¹⁰⁴ See *Ma v. Ashcroft*, 361 F.3d 553, 558 (9th Cir. 2004) (“[S]tatutory interpretations which would produce absurd results are to be avoided.”).

¹⁰⁵ 18 U.S.C. §§ 2721 *et seq.*

¹⁰⁶ 18 U.S.C. § 2721(a), (b).

¹⁰⁷ *Boockvar*, 431 F. Supp. 3d at 562.

¹⁰⁸ *Id.* at 563.

¹⁰⁹ *NCBOE*, 996 F.3d at 268 (“[T]he Privacy Act, the Driver Protection Act, and any other statutory restrictions placed on the release of documents . . . may preclude the disclosure of documents” under the NVRA.).

whatsoever, but must be read in conjunction with the various statutes enacted by Congress to protect the privacy of individuals and confidential information held by certain governmental agencies.”¹¹⁰ Because the DPPA protects records against a broad reading of the Disclosure Requirement, so too does the LADMF.

The full NVRA, its legislative history, and other federal laws are inconsistent with PILF’s broad interpretation of the NVRA. This Court should reject that interpretation, and hold that the ERIC deceased voter reports are not subject to disclosure.

C. PILF’s proposed interpretation undermines the NVRA’s and PILF’s own purposes.

A broad reading of the Disclosure Provision would also degrade the data states receive, making it more difficult for them to ensure the accuracy of their voter rolls. This cannot be Congress’s intent, because it is contrary to the goals of the NVRA.¹¹¹ It is also contrary to PILF’s stated goals.

Alaska is one of 31 states and the District of Columbia that is a member of ERIC and that receives deceased voter reports based on the LADMF.¹¹² If these reports were subject to the Disclosure Provision, the sensitive personal information they contain would be accessible to any organization regardless of whether it was certified, or eligible to be

¹¹⁰ *Id.* at 264.

¹¹¹ *Hernandez*, 829 F.3d at 1073 (turning to statute’s “broader structure” and “object and policy” to resolve ambiguity and determine Congress’s intent) (internal quotation marks and citations omitted).

¹¹² Doc. 1 at ¶ 13, n.2, 18–20.

certified, under the statutorily mandated certification program.¹¹³ And if a certified organization improperly discloses the information it receives, it would be subject to financial penalties and possible decertification.¹¹⁴

Applying the Disclosure Provision to ERIC’s deceased voter reports would negate the LADMF certification program and undermine protections for the LADMF—protections that PILF has acknowledged exist.¹¹⁵ It could also diminish ERIC’s interest in providing LADMF information, if it faced potential financial penalties and decertification.¹¹⁶ States would then have less accurate information about deceased voters and less accurate voter rolls, contrary to the NVRA’s express purpose.¹¹⁷ Congress

¹¹³ See 42 U.S.C. § 1306c(b), 26 U.S.C. § 6103(p)(4) (listing IRS requirements); 15 C.F.R. § 1110.102 (describing certification process); *Hosemann*, 43 F. Supp. 3d at 737 (“One of the reasons that governments seek to protect birthdates and SSNs from disclosure, and warn the public against voluntary disclosure of that information, is to mitigate the risk of identity theft.”). See also Brian Naylor, Tighter Access to “Death Master File” Has Researchers Worried (January 6, 2014, 5:37 PM), <https://www.npr.org/2014/01/06/260188571/tighter-access-to-u-s-deaths-list-has-researchers-grim> (last visited September 7, 2022) (noting that limiting access to the DMF was estimated to save more than \$700 million in fraudulent tax returns over 10 years); Irene Scharf, *The Problem of Appropriations Riders: The Bipartisan Budget Bill of 2013 As A Case Study*, 42 Mitchell Hamline L. Rev. 791, 806 (2016) (“According to a 2002 General Accountability Office (GAO) Report, the SSN is one of the three pieces of information most sought by identity thieves.”).

¹¹⁴ See 15 C.F.R. § 1110.200. There is no specified penalty for the release of information by an *uncertified* organization, further demonstrating that sensitive personal information may be released only to certified entities.

¹¹⁵ Doc. 1 at ¶ 41; see Doc. No. 1-3 at 3.

¹¹⁶ 15 C.F.R. § 1110.200(a)(1)-(2).

¹¹⁷ 52 U.S.C. § 20501(b).

plainly sought to both improve voter rolls and protect the information in the LADMF, and PILF should not be allowed to undercut these purposes.¹¹⁸

Indeed, applying the Disclosure Provision to ERIC's deceased voter reports would not even further PILF's stated purpose. Like the NVRA, PILF aims to keep voter rolls current and accurate.¹¹⁹ By attempting to force the disclosure of information contained in the LADMF, PILF is jeopardizing states' receipt of this information, which is a crucial input in their list maintenance activities. Without it, voter rolls will not be as current or as accurate. PILF cites what it calls "Criticism of ERIC," but this criticism is not related to deceased voters and only describes alleged issues related to voter addresses and disenfranchisement of racial and ethnic minorities.¹²⁰ Unlike other cases that identified issues and records within the ambit of the NVRA, PILF has not alleged any issues with deceased voters in Alaska.¹²¹ Nor does the existence of such criticism change or expand the reach of the Disclosure Provision. If PILF is concerned about voter fraud, that is

¹¹⁸ See *Ma*, 361 F.3d at 558.

¹¹⁹ Doc. 1 at ¶ 4.

¹²⁰ *Id.* at ¶¶ 26-30.

¹²¹ See *Long*, 682 F.3d at 333 (finding that voter registration applications were subject to disclosure in a case alleging voter registration obstacles for students at historically African-American college); *Inter Tribal*, 570 U.S. at 20 (holding that NVRA precluded a state from requiring applicants to submit evidence of citizenship beyond that required by federal form).

beyond the scope of the NVRA.¹²² And if PILF wants to assess the Division's compliance with the NVRA and assist with its list maintenance activities,¹²³ it already has all the data it needs: the Division's list of the voters it actually removed during the years PILF identified.

Because legislative history, other federal laws, the NVRA's purpose, and PILF's own ends reinforce the plain meaning of the Disclosure Provision, it does not apply to ERIC's deceased voter reports and PILF fails to state a claim.

III. Because it already has the information it now demands, PILF fails to state a claim for the Division's deceased voter list.

PILF's claim to the deceased voter records the Division already provided also fails to state a viable cause of action. In its complaint, PILF demands "deceased cancellation reports with voter identification numbers."¹²⁴ But the Division already provided the list of deceased voters it removed from the voter rolls, with a unique identification number for each voter. The Division provided the voters' "ascension numbers," which are different than their "voter identification numbers."¹²⁵ While both are assigned by the Division and unique to each voter, voter identification numbers are protected by state law and

¹²² *Hosemann*, 43 F. Supp. 3d at 722 ("The NVRA was not designed as a tool to root out voter fraud, 'cross-over voting,' or any other illegal or allegedly illegal activity associated with casting a ballot on election day.").

¹²³ Doc. 1 at ¶ 50.

¹²⁴ Doc. 1, Prayer for Relief at ¶ 2.

¹²⁵ AS 15.07.195(a)(4), (d).

ascension numbers are not.¹²⁶ As the Division explained to PILF, it withheld only voters' dates of birth,¹²⁷ and it provided a unique identification number—the ascension number—for each voter. In its letter notifying the Division of an alleged NVRA violation, PILF noted the withheld dates of birth, but did not demand the Division's list of deceased voters with "voter identification numbers."¹²⁸ PILF stated its "request can be lawfully and amicably satisfied" if the Division provided redacted versions of ERIC's deceased voter reports.¹²⁹ Because the Division provided unique identification numbers and PILF's notice letter did not demand "voter identification numbers," PILF did not provide notice of this alleged violation, as required to confer a private right of action.¹³⁰

If, despite its inadequate notice and complaint, PILF actually seeks the Division's deceased voter list with dates of birth, the NVRA does not require that the Division provide them. Dates of birth are protected from disclosure under both federal and state law. Congress, in enacting the NVRA, did not "intend[] to erode Federal and State law protecting against the disclosure of private, personal information."¹³¹ While states must

¹²⁶ *Id.* Voter identification numbers are protected as an election security measure, because they can be used to verify a voter's identity. *See* 6 AAC 25.510.

¹²⁷ Doc. 1-2 at 1.

¹²⁸ Doc. 1-3 at 2

¹²⁹ *Id.* at 3.

¹³⁰ 52 U.S.C. § 20510(b)(2).

¹³¹ *Kemp*, 208 F. Supp. 3d at 1345; *see Hosemann*, 43 F. Supp. 3d at 739 ("There is no indication in the NVRA's legislative history that Congress intended to open up for inspection information within those records that is otherwise protected as personal information under other Federal or State laws.").

disclose “lists of names and addresses” of recipients of change-of-address notices, Congress did not require the disclosure of Social Security numbers or birthdates, “recogniz[ing] that other voter registration information may be sensitive and not subject to disclosure.”¹³² Congress has repeatedly indicated a “concern for individuals’ privacy interests” and did not, by enacting the NVRA, intend to gut the protections afforded by other federal laws.¹³³ PILF’s broad interpretation of the disclosure provision would “create a gaping hole in the . . . statutory landscape whereby personal, otherwise protected information would lose its protection once a citizen registered to vote.”¹³⁴

Nor does the NVRA preempt the protections for personal information in Alaska Statute 15.07.195.¹³⁵ This statute makes confidential, and not open to public inspection, certain information in voter registration records, including dates of birth and voter identification numbers. Such sensitive personal information can properly be excluded from disclosure under the NVRA.¹³⁶ One court has held that dates of birth must be

¹³² *Hosemann*, 43 F. Supp. 3d at 734.

¹³³ *Id.* at 735.

¹³⁴ *Id.*; see also *Kemp*, 208 F. Supp. 3d at 1344 (noting that Disclosure Provision “does not require the disclosure of sensitive information that implicates special privacy concerns”).

¹³⁵ Doc. 1 at ¶ 58.

¹³⁶ See *NCBOE*, 996 F.3d at 267 (noting that a “district court can order redaction of ‘uniquely sensitive information’ in otherwise disclosable documents” (quoting *Long*, 682 F.3d at 339)); *Kemp*, 208 F. Supp. 3d at 1344 (concluding that the disclosure provision “does not require the disclosure of sensitive information that implicates special privacy concerns”); *Hosemann*, 43 F. Supp. 3d at 739 (holding that the disclosure

disclosed, but only when they are not protected by state law.¹³⁷ Here, Alaska law expressly protects this information.

PILF's second claim fails regardless of whether it demands the Division's list of deceased voters with voter identification numbers or dates of birth. PILF did not notice or plead a violation with regards to voter identification numbers and the Division already provided ascension numbers, which are unique identification numbers. And if PILF actually wants dates of birth, these are not subject to disclosure under the NVRA.

CONCLUSION

Because PILF fails to state a claim under the NVRA with respect to either ERIC's deceased voter reports or the Division's deceased voter list, the Court should grant this motion and dismiss PILF's Complaint with prejudice.

DATED: September 12, 2022.

TREG R. TAYLOR
ATTORNEY GENERAL

By: /s/ Thomas S. Flynn
Thomas S. Flynn
Assistant Attorney General
Alaska Bar No. 1910085
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1031 West Fourth Avenue, Ste. 200

provision “does not require the disclosure of unredacted voter registration documents, including voter registrant birthdates”).

¹³⁷ *Jud. Watch, Inc. v. Lamone*, 455 F. Supp. 3d 209, 211, 225 (D. Md. 2020) (noting that the Maryland legislature “has not enacted a law safeguarding birthdates from disclosure in [this] context”).

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Certificate of Service

I certify that on September 12, 2022 the foregoing **MOTION TO DISMISS** was served electronically on:

Maureen Riordan
Public Interest Legal Foundation
32 East Washington Street, Suite 1675
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/s/ Thomas S. Flynn
Thomas S. Flynn
Assistant Attorney General

From: Beecher, Carol L (GOV)
Sent: Friday, March 17, 2023 9:29 AM AKDT
To: Dahlstrom, LT. Governor (GOV sponsored)
Subject: Fwd: Lawsuit re: ERIC
Attachments: 13237350.pdf

Good morning, Lt. Governor,

Tom Flynn provided the information below.

If you'd like more information, I can set up a meeting with Tom to discuss.

Thanks,
cb

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From: Flynn, Thomas S (LAW) <thomas.flynn@alaska.gov>
Sent: Friday, March 17, 2023 8:53:08 AM
To: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Subject: RE: Lawsuit re: ERIC

Good morning Carol,

The only lawsuit I'm aware of regarding ERIC is the one we are currently litigating against PILF, the Public Interest Legal Foundation^{AC}

AC



I've attached the motion to dismiss we filed in September 2022, which should give you more background. I'm happy to discuss this or provide more detail if that would be helpful.

Thanks,

-Tom

Thomas Flynn
Assistant Attorney General
Alaska Department of Law
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From: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Sent: Friday, March 17, 2023 7:48 AM
To: Flynn, Thomas S (LAW) <thomas.flynn@alaska.gov>
Subject: Lawsuit re: ERIC

Hi Tom,

Was there a lawsuit filed in the past few years regarding ERIC and DOE?

If so, can you send that info?

Thanks much,
cb

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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA**

Public Interest Legal Foundation, Inc.,)	
)	
Plaintiff,)	
)	
v.)	Case No.: 1:22-cv-00001-SLG
)	
Kevin Meyer, in his official capacity as)	
Lieutenant Governor for the State of)	MOTION TO DISMISS
Alaska,)	
)	
Defendant.)	

INTRODUCTION

The Public Interest Legal Foundation, Inc. (“PILF”) demands that the State of Alaska disclose information about deceased voters under the disclosure provision in the National Voter Registration Act (NVRA). But the NVRA does not require disclosure of third-party reports containing sensitive personal information. It requires only the disclosure of records “concerning the implementation” of specified “programs and activities.” The Division of Elections has already provided these records, by sending

PILF the list of deceased voters it removed from Alaska’s voter registration list. While the Division reviews many records to maintain the voter registration list, only those records concerning the implementation of “programs” and “activities” are subject to disclosure. PILF’s broad reading of the NVRA is incorrect and counter to the statute’s purposes. Because the Division complied with the NVRA and other federal laws, PILF’s Complaint should be dismissed.

BACKGROUND

I. National Voter Registration Act

Congress passed the NVRA in 1993, finding that United States citizens have a fundamental right to vote, that all levels of government should promote the exercise of that right, and that “discriminatory and unfair registration laws and procedures can have a direct and damaging effect on voter participation,” which “disproportionately harm voter participation by various groups, including racial minorities.”¹ The express purpose of the NVRA was to increase the number of registered voters, enhance the participation of voters, “protect the integrity of the electoral process,” and “ensure that accurate and current voter registration rolls are maintained.”² The NVRA “was not designed as a tool to root out voter fraud, ‘cross-over voting,’ or any other illegal or allegedly illegal activity associated with casting a ballot on election day.”³

¹ 52 U.S.C. § 20501(a).

² 52 U.S.C. § 20501(b).

³ *True the Vote v. Hosemann*, 43 F. Supp. 3d 693, 722 (S.D. Miss. 2014).

To meet its goals, the NVRA requires states to allow voter registration for federal elections by mail, in person, and when applying for a driver's license.⁴ States can only remove a registered voter from the rolls if the voter requests it, the voter is criminally convicted or mentally incapacitated, the voter dies, or the voter changes residence.⁵ All state programs or activities to protect the integrity of the electoral process and maintain voter rolls must be "uniform, nondiscriminatory, and in compliance with the Voting Rights Act of 1965," and cannot result in a person's removal from an eligible voter list except in limited circumstances.⁶

The NVRA also requires that state agencies maintain and make available to the public certain records regarding voter registration programs and activities. Specifically, the "[p]ublic disclosure of voter registration activities" provision ("Disclosure Provision") directs that:

(1) Each State shall maintain for at least 2 years and shall make available for public inspection and, where available, photocopying at a reasonable cost, all records concerning the implementation of programs and activities conducted for the purpose of ensuring the accuracy and currency of official lists of eligible voters, except to the extent that such records relate to a declination to register to vote or to the identity of a voter registration agency through which any particular voter is registered.

(2) The records maintained pursuant to paragraph (1) shall include lists of the names and addresses of all persons to whom notices described in subsection (d)(2) are sent, and information concerning whether or not each

⁴ 52 U.S.C. § 20503(a); *see* 52 U.S.C. § 20506 (listing voter registration agency responsibilities).

⁵ 52 U.S.C. §§ 20507(a)(3), (4).

⁶ 52 U.S.C. § 20507(b).

such person has responded to the notice as of the date that inspection of the records is made.⁷

II. ERIC and the Limited Access Death Master File

Since 2016, Alaska has been a member of the Electronic Registration Information Center (“ERIC”), an organization that helps states improve the accuracy of their voter rolls and “increase access to voter registration for all eligible citizens.”⁸ All member states are required to sign an agreement which sets forth the terms and conditions of ERIC membership.⁹ Pursuant to the agreement, Alaska provides ERIC with voter registration information, including voter files and information from the State’s motor vehicles database, every 60 days.¹⁰ ERIC then processes the data and provides reports to each member state.¹¹ Those reports list voters who have moved within the state, have left the state, have died, are registered more than once, and are eligible but have not registered to vote.¹²

ERIC uses the Social Security Administration’s “Death Master File” to identify voters who have died.¹³ The Death Master File contains “the name, social security

⁷ 52 U.S.C. § 20507(i).

⁸ Doc. 1 at ¶¶ 9, 13.

⁹ *Id.* at ¶ 14 (citing ERIC Bylaws, Art. II, Sec. 3).

¹⁰ *Id.* at ¶ 15 (citing ERIC Bylaws, Exhibit A (Membership Agreement), Sec. 2(b)).

¹¹ *Id.* at ¶ 17.

¹² *Id.* ¶ 18.

¹³ *Id.* at ¶ 19. PILF refers to part of this information as the “Deceased Data,” *id.* at ¶ 20, alleging that Alaska uses the “Deceased Data to conduct voter list maintenance

account number, date of birth, and date of death of deceased individuals maintained by the Commissioner of Social Security.”¹⁴ Given the sensitive nature of this information, federal law limits access to it to certified entities;¹⁵ the database is therefore known as the Limited Access Death Master File (LADMF). Federal law also expressly prohibits the disclosure of information contained in the LADMF in response to Freedom of Information Act requests.¹⁶

To receive access to the LADMF, an entity must certify that in seeking the information it has either “a legitimate fraud prevention interest” or “legitimate business purpose pursuant to a law, government rule, regulation, or fiduciary duty.”¹⁷ It must also certify that it has “systems, facilities, and procedures in place . . . to safeguard such information” in compliance with Internal Revenue Service requirements.¹⁸ Any misuse or unauthorized disclosure of the information contained in the LADMF by a certified entity may result in financial penalties.¹⁹

programs and activities required by state law and the NVRA, including the cancellation of registrations belonging to deceased individuals,” *id.* at ¶ 24.

¹⁴ 42 U.S.C. § 1306c(d).

¹⁵ See 42 U.S.C. § 1306c(b)(1)-(2) (describing certification program); 15 C.F.R. § 1110.102 (same).

¹⁶ See 42 U.S.C. § 1306c(e)(1).

¹⁷ 42 U.S.C. § 1306c(2)(A)(i)-(ii).

¹⁸ 42 U.S.C. § 1306c(2)(B)(C); see 26 U.S.C. § 6103(p)(4).

¹⁹ 42 U.S.C. § 1306c(c).

ERIC has access to the LADMF and provides the information it contains to member states so that they can use it to implement their list maintenance programs.²⁰

III. PILF's NVRA Request

In August 2021, PILF requested records under the NVRA's Disclosure Provision.²¹ PILF's stated aim is to promote the "integrity of elections nationwide through research, education, remedial programs, and litigation."²² It frequently uses the Disclosure Provision to request records and determine "whether lawful efforts are being made to keep voter rolls current [and] whether eligible registrants have been improperly removed from voter rolls."²³

PILF requested two categories of records: (1) "All 'ERIC Data' received from ERIC during the years 2019, 2020, and 2021 concerning registered voters identified as deceased or potentially deceased" and (2) "All reports and/or statewide-voter-registration-system-generated lists showing all registrants removed from the list of eligible voters for reason of death for the years 2019, 2020, and 2021."²⁴ PILF specified that the second category "will optimally include unique voter identification numbers, county or locality, full names, addresses, and dates of birth."²⁵

²⁰ See Doc. 1 at ¶ 19.

²¹ *Id.* at ¶ 31; see 52 U.S.C. § 20507(i).

²² Doc. 1 at ¶ 4.

²³ *Id.*

²⁴ *Id.* at ¶ 31 (footnote omitted).

²⁵ *Id.* at ¶ 31.

IV. The Division's Response

In September 2021, the Division largely granted PILF's second request.²⁶ The Division provided PILF with "a list of deceased voters DOE removed from the voter registration list between January 1, 2019 and August 11, 2021."²⁷ The list included identification numbers unique to each voter.²⁸ Notably, by providing data from more than two years ago, the Division maintained and provided more information than strictly required by the NVRA.²⁹ The Division did, however, exclude voters' dates of birth because this information is confidential under Alaska law and federal precedent.³⁰

The Division denied PILF's first request.³¹ The Division explained that, even assuming the Disclosure Provision applied, the Division could not provide the ERIC data identifying deceased voters because federal law "protects the information in the Death Master File and permits disclosure only to certified entities."³² The Division also

²⁶ *Id.* at ¶ 34-35.

²⁷ *Id.* at ¶ 34; Doc. 1-2 at 1.

²⁸ Doc. 1-2 at 1 (recognizing that the Division only withheld dates of birth).

²⁹ *See* Doc. 1-2 at 1; *see also* 52 U.S.C. § 20507(i)(1) (requiring states maintain certain documents for at least two years).

³⁰ Doc. 1 at ¶ 35; Doc. 1-2 at 1 (citing AS 15.07.195; *Project Vote, Inc. v. Kemp*, 208 F. Supp. 3d 1320, 1345 (N.D. Ga. 2016); *True the Vote v. Hosemann*, 43 F. Supp. 3d 693, 732-33 (S.D. Miss. 2014)).

³¹ *See* Doc. 1 at ¶ 32-33.

³² *See* Doc. No. 1-2 at 1 (citing 42 U.S.C. § 1306c; 15 C.F.R. 1110.102).

highlighted that the NVRA is subject to provisions in the Driver’s Privacy Protection Act.³³

V. PILF’s Lawsuit

Shortly after it received the Division’s records, PILF sent the Division a letter alleging a violation of the NVRA’s Disclosure Provision.³⁴ PILF claimed that the Disclosure Provision “exempts only two pieces of information—(1) a declination to register to vote, and (2) the identity of a voter registration agency through which any particular voter is registered.”³⁵ The letter asserted that PILF did “not seek either of those things and the NVRA exempts no other records,” and any Alaska law that limited the disclosure of the requested records was “without force” with respect to the NVRA.³⁶

PILF stated that the Division could satisfy its request by providing the ERIC reports with the redaction of all data elements from the LADMF, including dates of birth/death and full/partial social security numbers.³⁷ The Division did not repeat its previous response to PILF’s request.³⁸

³³ See *id.* (citing *Pub. Int. Legal Found. v. Boockvar*, 431 F. Supp. 3d 553, 563 (M.D. Pa. 2019)). The Driver’s Privacy Protection Act forbids state motor vehicle departments from knowingly disclosing personal information contained in their records except in limited circumstances. See 18 U.S.C. §§ 2721(a), (b).

³⁴ Doc. 1 at ¶ 36-37 (citing 52 U.S.C. § 20507(i)).

³⁵ Doc. No. 1-3 at 2.

³⁶ *Id.*

³⁷ *Id.* at 3.

³⁸ Doc. 1 at ¶ 42.

In January 2022, PILF filed this action, alleging that the Division’s partial denial of its records request violated the Disclosure Provision.³⁹ PILF seeks declaratory and injunctive relief, in addition to attorneys’ fees and costs.⁴⁰ Despite its earlier offer, PILF demands the deceased voter reports the Division received from ERIC without any redactions to account for the LADMF.⁴¹ PILF also demands the list of deceased voters the Division removed from the rolls with unique voter identification numbers—even though the Division provided unique identification numbers and PILF did not previously demand them, noting that the Division only redacted voters’ dates of birth.⁴²

The Division moves to dismiss PILF’s claim under Federal Rule of Civil Procedure 12(b)(6).

³⁹ *Id.* at ¶¶ 53-59. PILF also sued two other states on nearly identical grounds. *Public Interest Legal Foundation v. Evans*, No. 1:21-cv-03180 (D.D.C., filed Dec. 6, 2021); *Public Interest Legal Foundation v. Griswold*, No. 1:21-cv-03384 (D. Colo., filed Dec. 16, 2021).

⁴⁰ Doc. 1, Prayer for Relief ¶¶ 1-7.

⁴¹ PILF’s Prayer for Relief asks for, among other things, the court to “Order[] Defendant to provide the requested records to the Foundation, including voter list maintenance records received from ERIC.” Doc. 1, Prayer for Relief ¶ 4.

⁴² *Id.* (requesting deceased cancellation reports with voter identification numbers); Doc. 1-2 at 1 (recognizing that the Division only withheld dates of birth); Doc. 1-3 at 2–3 (recognizing that the Division did not include dates of birth and demanding only redacted versions of ERIC’s deceased voter reports, not the Division’s list of removed voters with unique voter identification numbers).

LEGAL STANDARD

“To survive a motion to dismiss, a complaint must contain sufficient factual matter, accepted as true, to ‘state a claim to relief that is plausible on its face.’”⁴³ “A claim is plausible on its face ‘when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.’”⁴⁴ “The plausibility standard . . . asks for more than a sheer possibility that a defendant has acted unlawfully.”⁴⁵ “[C]onclusory allegations of law and unwarranted inferences are insufficient” to avoid dismissal under Rule 12(b)(6).⁴⁶

ARGUMENT

I. PILF fails to state a claim for ERIC’s deceased voter reports under the plain language of the NVRA.

PILF’s sole claim is that it has suffered an informational injury under the NVRA because the Division’s partial denial of its request has “frustrat[ed], imped[ed], and harm[ed] its efforts to carry out its organizational mission.”⁴⁷ But the Division’s response

⁴³ *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007)).

⁴⁴ *League of Conservation Voters v. Trump*, 303 F. Supp. 3d 985, 992 (D. Alaska 2018).

⁴⁵ *Iqbal*, 556 U.S. at 678 (quoting *Twombly*, 550 U.S. at 556).

⁴⁶ *Cousins v. Lockyer*, 568 F.3d 1063, 1067 (9th Cir. 2009) (quoting *Fields v. Legacy Health Sys.*, 413 F.3d 943, 950 n.5 (9th Cir. 2005)).

⁴⁷ Doc. 1 at ¶¶ 47-59.

does not violate the NVRA because the statute’s plain language does not require the Division to disclose the deceased voter reports it received from ERIC.

Statutory interpretation begins with the “language of the statute itself.”⁴⁸ And, absent a contrary definition, words are interpreted according to “their ordinary, contemporary, common meaning.”⁴⁹ Moreover, “words of a statute must be read in their context and with a view to their place in the overall statutory scheme.”⁵⁰ “If the language has a plain meaning or is unambiguous, the statutory interpretation inquiry ends there.”⁵¹

The NVRA requires the disclosure of “all records concerning the implementation of programs and activities conducted for the purpose of ensuring the accuracy and currency of official lists of eligible voters.”⁵² This statute includes unambiguous limiting language, beginning with “implementation.” “Without the word [implementation], the provision would be broader, requiring disclosure simply of ‘all records relating to programs and activities’”⁵³ But with the word “implementation,” the statute “restrict[s] the scope of the records required to be disclosed” to only those “relating to the

⁴⁸ *Satterfield v. Simon & Schuster, Inc.*, 569 F.3d 946, 953 (9th Cir. 2009) (quoting *Gwaltney of Smithfield, Ltd. v. Chesapeake Bay Found., Inc.*, 484 U.S. 49, 56 (1987)).

⁴⁹ *Id.* (quoting *Perrin v. United States*, 444 U.S. 37, 42 (1979)).

⁵⁰ *Id.* (quoting *Food & Drug Admin. v. Brown & Williamson Tobacco Corp.*, 529 U.S. 120, 128 (2000)).

⁵¹ *CVS Health Corp. v. Vividus, LLC*, 878 F.3d 703, 706 (9th Cir. 2017).

⁵² 52 U.S.C. § 20507(i)(1).

⁵³ *Project Vote, Inc. v. Kemp*, 208 F. Supp. 3d 1320, 1339 (N.D. Ga. 2016).

processes a State implements to fulfill its NVRA obligations.”⁵⁴ “If Congress intended a broad disclosure requirement encompassing information more granular than process information, it is unclear why it chose to include the word ‘implementation’ at all.”⁵⁵

The scope of the Disclosure Provision is further limited by the use of the terms “programs” and “activities.”⁵⁶ Based on common dictionary definitions, “program” and “activity” mean the provision applies to records “relate[d] to fulfilling, performing, carrying out, or putting into effect by means of a definite plan or procedure (1) systems or (2) specific actions to ensure that the State’s official list of individuals entitled to vote is current and accurate.”⁵⁷ These terms require disclosure of records regarding implementation of a “schedule or system designed to serve a specific end, or a particular function or operation, ‘conducted for the purpose of ensuring the accuracy and currency of official lists of eligible voters.’”⁵⁸

As limited by these terms, the Disclosure Provision cannot require the disclosure of all Division records; it only requires the disclosure of records that show the specific actions the Division is taking under the NVRA. It requires the Division to show *what* it is doing and *how*. It does not require the Division to produce every “granular” input it

⁵⁴ *Id.*

⁵⁵ *Id.*

⁵⁶ 52 U.S.C. § 20507(i)(1).

⁵⁷ *Kemp*, 208 F. Supp. at 1338.

⁵⁸ *Boockvar*, 431 F. Supp. 3d at 559 (quoting 52 U.S.C. § 20507(i)(1)).

considers, particularly when those inputs are third-party reports that contain voters' sensitive personal information.⁵⁹ To hold otherwise would be to ignore the plain language of the Disclosure Provision.

Here, PILF does not state a claim because it does not seek records within the plain meaning of the NVRA's Disclosure Provision. PILF demands ERIC's data from the years 2019, 2020, and 2021 "concerning registered voters identified as deceased or potentially deceased."⁶⁰ But this information need not be disclosed because all the data the Division reviews in the course of "programs and activities" is not the same as "records concerning the *implementation* of programs and activities."⁶¹ The Division has a program to ensure the accuracy and currency of the voter list by removing deceased voters, in accordance with the NVRA.⁶² It implements this program by removing deceased voters. The Division provided implementation records when it provided PILF a record of the voters it removed in 2019, 2020, and 2021.⁶³ The inputs the Division considered, including ERIC's deceased voter reports, are not implementation records subject to the NVRA.

PILF does not even allege that the ERIC deceased voter reports are implementation records. It alleges that the deceased voter reports are used to "conduct

⁵⁹ *Kemp*, 208 F. Supp. 3d at 1339.

⁶⁰ Doc 1. at ¶ 31 (internal quotation marks omitted).

⁶¹ 52 U.S.C. § 20507(i)(1).

⁶² *See id.*; 52 U.S.C. § 20507(a)(4)(A).

⁶³ Doc. 1 at ¶ 34; Doc. 1-2 at 1.

voter list maintenance programs and activities;”⁶⁴ that “Alaska receives data from ERIC showing registrants who are deceased or likely deceased;”⁶⁵ and that Alaska must, “at a minimum, initiate contact with those voters in order to correct the inaccuracy or obtain information sufficient to inactivate or update the voters’ records.”⁶⁶ But to withstand a motion to dismiss under Rule 12(b)(6), a complaint “requires more than labels and conclusions” to establish grounds for relief.⁶⁷ The ERIC deceased voter reports do not concern the implementation of any Division program or activity. To implement is “to carry out, especially to give practical effect to and ensure actual fulfillment by concrete measures” or “to fulfill; perform; carry out or to put into effect according to or by means of a definite plan or procedure.”⁶⁸ The deceased voter reports are third-party reports provided to the Division that contain information on potentially deceased voters. PILF does not allege that these reports contain any information regarding Division programs or activities, much less their implementation.

Instead, PILF attempts to paint the Disclosure Provision with a broad brush, emphasizing “all records” in bold and underlined text.⁶⁹ But PILF’s interpretation would render the word “implementation” void. Had Congress intended the result PILF seeks, it

⁶⁴ Doc. 1 at ¶ 24.

⁶⁵ *Id.* at ¶ 20

⁶⁶ *Id.* at ¶ 21 (cleaned up) (quoting Membership Agreement, Sec. 5(b)).

⁶⁷ *Twombly*, 550 U.S. at 555.

⁶⁸ *Kemp*, 208 F. Supp. 3d at 1337.

⁶⁹ Doc. No. 1-3 at 2.

would not have explicitly used the word “implementation”—a word that does not otherwise appear in the NVRA—to limit the provision’s scope.⁷⁰ This term must be given effect.⁷¹

To be sure, the Disclosure Provision requires the disclosure of some records, just not those PILF demands. Courts have found several types of records relate to the implementation of programs and activities, including voter registration applications and voter rolls.⁷² And there are specific records the NVRA requires states to maintain, including records of those who were sent notices and whether or not they responded.⁷³ But courts have also found that some records and information need not be disclosed, like voter telephone numbers, letters to registration applicants, precinct registers, and absentee

⁷⁰ The word “implement” appears twice in the statute. *See* 52 U.S.C. § 20501(b)(2) (noting one purpose of the statute is “to make it possible for . . . governments to implement this chapter in a manner that enhances the participation of eligible citizens as voters in elections for federal office”); 52 U.S.C. § 20506(c)(1) (“Each State and the Secretary of Defense shall jointly develop and implement procedures for persons to apply to register to vote at recruitment offices of the Armed Forces of the United States”).

⁷¹ *See Connell v. Lima Corp.*, 988 F.3d 1089, 1097 (9th Cir. 2021) (noting courts’ obligation “to give effect, if possible, to every word Congress used” without rendering words void (quoting *Reiter v. Sonotone Corp.*, 442 U.S. 330, 339 (1979))); *see also Loughrin v. United States*, 573 U.S. 351, 358 (2014) (noting that a “cardinal principal” of statutory interpretation is “giv[ing] effect, if possible, to every clause and word of a statute” (quoting *Williams v. Taylor*, 529 U.S. 362, 404 (2000))).

⁷² *See, e.g., Project Vote/Voting for Am., Inc. v. Long*, 682 F.3d 331, 333 (4th Cir. 2012) (voter registration applications); *Kemp*, 208 F. Supp. 3d at 1342 (records concerning processing of voter registration applications); *Hosemann*, 43 F. Supp. 3d at 723 (state voter roll).

⁷³ 52 U.S.C. §§ 20507(i)(2), (d)(2).

ballot applications.⁷⁴ And no court has found that third-party reports, such as those that ERIC provides to its member states and that include sensitive personal information from the Social Security Administration, are subject to disclosure.⁷⁵

Because PILF has failed to state a claim for relief under the plain language of the Disclosure Provision, no further analysis is necessary.⁷⁶ PILF's complaint about ERIC's deceased voter reports should be dismissed.

II. The NVRA's legislative history, purpose, and interaction with other laws confirms that ERIC's deceased voter records are not subject to disclosure.

Should the Court find that the language of the Disclosure Provision is ambiguous, the NVRA's broader context, legislative history, purposes, and interaction with other federal laws demonstrate that the ERIC records sought by PILF are beyond the provision's scope. "If [a] statute's terms are ambiguous, [a court] may use canons of

⁷⁴ See, e.g., *Kemp*, 208 F. Supp. 3d at 1342-43 (applicant telephone numbers, when a voter registration application was received, and disposition of, and any response to, letters sent to voter registration applicants); *Hosemann*, 43 F. Supp. 3d at 725 ("poll books" reflecting only active status voters); *id.* at 727-28 (absentee ballot applications and envelopes).

⁷⁵ Decisions are pending in district courts in Washington, D.C. and Colorado. *Public Interest Legal Foundation v. Evans*, No. 1:21-cv-03180 (D.D.C., filed Dec. 6, 2021); *Public Interest Legal Foundation v. Griswold*, No. 1:21-cv-03384 (D. Colo., filed Dec. 16, 2021).

⁷⁶ *Steinle v. City & Cty. of San Francisco*, 919 F.3d 1154, 1164 (9th Cir. 2019) (noting that judicial inquiry ends if statutory text is unambiguous).

construction, legislative history, and the statute’s overall purpose to illuminate Congress’s intent.”⁷⁷ Addressing each of these, PILF has failed to state a claim.

A. The full NVRA and its legislative history do not support a broad reading of the Disclosure Provision.

The broader context of the NVRA and the Disclosure Provision confirm that the ERIC records sought by PILF do not constitute records of the “implementation of programs and activities.”⁷⁸ Courts must bear in mind “the fundamental canon of statutory construction that the words of a statute must be read in their context and with a view to their place in the overall statutory scheme.”⁷⁹ “[A] word is known by the company it keeps . . . to avoid ascribing to one word a meaning so broad that it is inconsistent with its accompanying words, thus giving ‘unintended breadth to the Acts of Congress.’”⁸⁰ So construed, the Disclosure Provision does not apply to ERIC’s deceased voter reports.

⁷⁷ *Jonah R. v. Carmona*, 446 F.3d 1000, 1005 (9th Cir. 2006); *see Hernandez v. Williams, Zinman & Parham PC*, 829 F.3d 1068, 1073 (9th Cir. 2016) (noting that courts will look to a statute’s context, “broader structure,” and “object and policy” when its terms are ambiguous); *see also United States v. Fiorillo*, 186 F.3d 1136, 1153 (9th Cir. 1999) (noting that statutes “should not be interpreted in a manner that renders other sections of the same statute ‘inconsistent, meaningless, or superfluous’” (quoting *Boise Cascade Corp. v. U.S. E.P.A.*, 942 F.2d 1427, 1432 (9th Cir. 1991))).

⁷⁸ *See King v. Burwell*, 576 U.S. 473, 486 (2015) (“[O]ftentimes the ‘meaning—or ambiguity—of certain words or phrases may only become evident when placed in context.’” (quoting *Food & Drug Admin. v. Brown & Williamson Tobacco Corp.*, 529 U.S. 120, 132 (2000))).

⁷⁹ *Id.* at 492.

⁸⁰ *Gustafson v. Alloyd Co.*, 513 U.S. 561, 575 (1995) (quoting *Jarecki v. G. D. Searle & Co.*, 367 U.S. 303, 307 (1961)).

The terms “implementation,” “programs,” and “activities” necessarily refer to processes that can result in actual changes to voter registration lists. Read together, they imply a project that a state actively pursues. But here, PILF seeks records that the Division simply reviews. Congress did not intend for terms like these to apply to the mere receipt and review of information from a third-party. Broadly interpreting the Disclosure Provision as somehow reaching everything the Division reviews would be inconsistent with the NVRA as a whole, which is aimed at increasing voter registration and maintaining voter rolls, not mandating the indiscriminate disclosure of state records.⁸¹

The NVRA’s legislative history resolves any remaining ambiguity and demonstrates that sensitive personal information and third-party records are not subject to disclosure.⁸² The Disclosure Provision originated in the Senate’s version of the NVRA and was ultimately incorporated into the House’s version, which would later become law.⁸³ The Senate Committee Report explains how the provision was intended to apply to information about the accuracy of voters’ addresses:

⁸¹ See *Gila River Indian Cmty. v. United States*, 729 F.3d 1139, 1145 (9th Cir. 2013) (“Our goal is to understand the statute ‘as a symmetrical and coherent regulatory scheme’ and to ‘fit, if possible, all parts into a harmonious whole.’” (quoting *Brown & Williamson*, 529 U.S. at 133)).

⁸² *Washington v. Chimei Innolux Corp.*, 659 F.3d 842, 848 (9th Cir. 2011) (“If the statutory language is ambiguous, then [courts] consult legislative history.”).

⁸³ Compare S. 460, 103rd Cong. § 8(i) with National Voter Registration Act of 1993, Pub. L. No. 103-31, 107 Stat. 77 (codified as amended at 52 U.S.C. § 20507(i)). A similar report accompanied Senate Bill 250, see S. Rep. 102-60 (1991), which passed both houses in the 102nd Congress (the National Voter Registration Act of 1992) but was subsequently vetoed. See S. Rep. No. 103-6, at 4 (1993).

Subsection (i) provides that each State shall maintain for two years all records concerning the implementation of programs and activities conducted for the purpose of ensuring *the accuracy and currency of addresses* on the official list of eligible voters . . . The records shall include lists of names *and addresses* of all persons to whom notices were sent and information concerning whether or not each person has responded to the notice as of the date of inspection.⁸⁴

Thus, Congress did not intend for the Disclosure Provision to reach records beyond those relating to the accuracy and currency of voters' addresses.

This intent aligns with the language of the statute. What eventually became subsection (i)(2) requires that records of the names and addresses of individuals who receive change-of-residency notices, and whether or not they responded, are subject to disclosure.⁸⁵ Given that subsection (i)(2) explicitly mentions names and addresses, this mandatory language indicates that the Disclosure Provision is primarily directed at records of where voters live. While subsection (i)(1) does not mention names and addresses, and "shall include" is not necessarily exclusive language, nothing in the legislative history supports PILF's contention that the Disclosure Provision should be broadly construed. Congress did not intend to make all voter-related information, especially sensitive personal information and third-party reports, subject to public

⁸⁴ S. Rep. No. 103-6, at 35 (1993) (emphasis added).

⁸⁵ See 52 U.S.C. § 20507(i)(2) (providing that "records maintained pursuant to paragraph (1) shall include lists of the names and addresses . . .").

disclosure. Any other interpretation would be overly inclusive and unduly broad given the NVRA as a whole and its legislative history.⁸⁶

B. Other federal laws similarly limit the scope of the Disclosure Provision.

Federal laws passed before and after the NVRA further illuminate Congress’s intent and show that PILF’s interpretation of the Disclosure Provision is too broad.

“Statutory language ‘cannot be construed in a vacuum. It is a fundamental canon of statutory construction that the words of a statute must be read in their context and with a view to their place in the overall statutory scheme.’”⁸⁷ When interpreting statutes, courts must “assume Congress is knowledgeable about existing law pertinent to the legislation it enacts.”⁸⁸ Courts must also “aim[] for harmony over conflict in statutory interpretation” because it is the “job of Congress by legislation . . . both to write the law[s] and to repeal them.”⁸⁹ This fundamental principle applies with equal force to the NVRA: “the term ‘all records’ in the disclosure provision does not encompass any relevant record from any source whatsoever, but must be read in conjunction with the

⁸⁶ See *Arizona v. Inter Tribal Council of Arizona, Inc.*, 570 U.S. 1, 21 (2013) (Kennedy, J., concurring in part and in the judgment) (“Courts must be careful not to give an unduly broad interpretation to ambiguous or imprecise language Congress uses.”).

⁸⁷ *Sturgeon v. Frost*, 577 U.S. 424, 438 (2016) (quoting *Roberts v. Sea-Land Servs., Inc.*, 566 U.S. 93, 101 (2012)). See *Brown & Williamson*, 529 U.S. at 133 (noting that “the meaning of one statute may be affected by other Acts”).

⁸⁸ *Frank’s Landing Indian Cmty. v. Nat’l Indian Gaming Comm’n*, 918 F.3d 610, 616 (9th Cir. 2019).

⁸⁹ *Floyd v. Am. Honda Motor Co.*, 966 F.3d 1027, 1034 (9th Cir. 2020) (quoting *Epic Sys. Corp. v. Lewis*, 138 S. Ct. 1612, 1624, (2018)).

various statutes enacted by Congress to protect the privacy of individuals and confidential information held by certain governmental agencies.”⁹⁰

PILF’s broad interpretation of the Disclosure Provision would have it implicitly repeal two laws in effect when the NVRA became law in 1993:⁹¹ the Freedom of Information Act (FOIA) and the Privacy Act. These laws address the disclosure of government records and the protection of private information possessed by government agencies, respectively.⁹² FOIA, for example, protects from disclosure “personnel and medical files and similar files the disclosure of which would constitute a clearly unwarranted invasion of personal privacy.”⁹³ The Disclosure Provision in the NVRA “was not drafted in a vacuum,” but was passed almost 40 years after FOIA and almost 20 years after the Privacy Act.⁹⁴ Both of these laws “express Congress’s concern for individuals’ privacy interests” and “[i]t is hard to imagine that in enacting the NVRA, Congress intended to abrogate all protections provided for by Federal and State laws against the disclosure of private and confidential information.”⁹⁵ Such “[i]mplied repeals are not favored by the courts, ‘and will only be found when the new statute is clearly

⁹⁰ *Pub. Int. Legal Found., Inc. v. N. Carolina State Bd. of Elections*, 996 F.3d 257, 264 (4th Cir. 2021) (“NCBOE”).

⁹¹ National Voter Registration Act of 1993, Pub. L. No. 103-31, 107 Stat. 77 (effective January 1, 1995).

⁹² *See, e.g.*, 5 U.S.C. § 552; 5 U.S.C. § 552a.

⁹³ 5 U.S.C. § 552(b)(6).

⁹⁴ *Hosemann*, 43 F. Supp. 3d at 735.

⁹⁵ *Id.*

repugnant, in words or purpose, to the old statute.”⁹⁶ This follows another “basic canon of statutory construction [which] requires that [courts] presume Congress does not silently abrogate existing law.”⁹⁷

Accordingly, the Disclosure Provision is limited not just by its terms but also by other federal laws. It does not apply to “all records,” as PILF would have it, but only to implementation records of specified programs and activities and only to the extent such records are not otherwise protected by federal law.⁹⁸ ERIC’s deceased voter reports include sensitive personal information that implicates the privacy interests protected by FOIA and the Privacy Act. The Court should not read the Disclosure Provision to implicitly repeal these prior laws.⁹⁹

Nor should it read the Disclosure Provision to implicitly abrogate subsequent federal laws. Nearly 20 years after the NVRA, Congress passed the Bipartisan Budget Act of 2013. This included requirements for a certification program in order to access Social Security Administration records containing sensitive personal information on

⁹⁶ *Nw. Forest Res. Council v. Pilchuck Audubon Soc.*, 97 F.3d 1161, 1166 (9th Cir. 1996) (quoting *Grindstone Butte Project v. Kleppe*, 638 F.2d 100, 102 (9th Cir. 1981)).

⁹⁷ *Flores v. Sessions*, 862 F.3d 863, 875 (9th Cir. 2017).

⁹⁸ *Boockvar*, 431 F. Supp. 3d at 563.

⁹⁹ *See Nat’l Ass’n of Home Builders v. Defs. of Wildlife*, 551 U.S. 644, 662 (2007) (noting that subsequent legislation “can sometimes operate to amend or even repeal an earlier statutory provision” but the presumption is against implied repeals absent “clear and manifest” intent).

recently deceased individuals.¹⁰⁰ It restricts the disclosure of any information in the LADMF to entities that have been certified to receive the information and it sets financial penalties for any unauthorized disclosures.¹⁰¹

ERIC's deceased voter reports are based on the LADMF and therefore not subject to disclosure under the NVRA. ERIC is a certified entity and its deceased voter reports contain information from the LADMF.¹⁰² To reveal the identity of those in the deceased voter reports would be to reveal the contents of the LADMF. This information is protected by the Bipartisan Budget Act of 2013, which Congress passed with full knowledge of the NVRA's Disclosure Provision. Just as Congress was well aware of FOIA and the Privacy Act when it passed the NVRA, so too was it aware of the NVRA when it passed the 2013 law. The best way to harmonize these statutes is a reading of the Disclosure Provision that does not require the disclosure of sensitive personal information, particularly that originating in the LADMF.¹⁰³ If the Disclosure Provision required the disclosure of information originating in the LADMF, then the Disclosure

¹⁰⁰ See 42 U.S.C. § 1306c(b); 15 C.F.R. § 1110.

¹⁰¹ See 42 U.S.C. §§ 1306(a), (c).

¹⁰² See Doc. 1 at ¶ 19; Doc. 1-3 at 3 (recognizing that ERIC's deceased voter reports contain information protected by the LADMF).

¹⁰³ See *Frank's Landing*, 918 F.3d at 616 ("We assume Congress is knowledgeable about existing law pertinent to the legislation it enacts" (citation omitted)).

Provision would vitiate the subsequent LADMF protections. Congress could not have intended this absurd result.¹⁰⁴

Courts have already recognized that the Disclosure Provision does not apply to information protected by another subsequent law, the Driver’s Privacy Protection Act (DPPA).¹⁰⁵ This prohibits the disclosure of “personal information . . . about any individual obtained by [a Division of Motor Vehicles (DMV)] in connection with a motor vehicle record” except in limited circumstances.¹⁰⁶ Accordingly, if NVRA requests “implicate protected personal information contained in DMV records, they are shielded by the DPPA.”¹⁰⁷ Because Congress “legislates with knowledge of the then-existing statutory landscape,” courts “must presume that Congress knew of the potential interplay between the DPPA’s privacy protections and the NVRA’s disclosure mandate” and did not intend the DPPA to be undercut by the NVRA.¹⁰⁸ The Disclosure Provision is therefore subject to both prior and subsequent laws.¹⁰⁹ “[T]he term ‘all records’ in the disclosure provision does not encompass any relevant record from any source

¹⁰⁴ See *Ma v. Ashcroft*, 361 F.3d 553, 558 (9th Cir. 2004) (“[S]tatutory interpretations which would produce absurd results are to be avoided.”).

¹⁰⁵ 18 U.S.C. §§ 2721 *et seq.*

¹⁰⁶ 18 U.S.C. § 2721(a), (b).

¹⁰⁷ *Boockvar*, 431 F. Supp. 3d at 562.

¹⁰⁸ *Id.* at 563.

¹⁰⁹ *NCBOE*, 996 F.3d at 268 (“[T]he Privacy Act, the Driver Protection Act, and any other statutory restrictions placed on the release of documents . . . may preclude the disclosure of documents” under the NVRA.).

whatsoever, but must be read in conjunction with the various statutes enacted by Congress to protect the privacy of individuals and confidential information held by certain governmental agencies.”¹¹⁰ Because the DPPA protects records against a broad reading of the Disclosure Requirement, so too does the LADMF.

The full NVRA, its legislative history, and other federal laws are inconsistent with PILF’s broad interpretation of the NVRA. This Court should reject that interpretation, and hold that the ERIC deceased voter reports are not subject to disclosure.

C. PILF’s proposed interpretation undermines the NVRA’s and PILF’s own purposes.

A broad reading of the Disclosure Provision would also degrade the data states receive, making it more difficult for them to ensure the accuracy of their voter rolls. This cannot be Congress’s intent, because it is contrary to the goals of the NVRA.¹¹¹ It is also contrary to PILF’s stated goals.

Alaska is one of 31 states and the District of Columbia that is a member of ERIC and that receives deceased voter reports based on the LADMF.¹¹² If these reports were subject to the Disclosure Provision, the sensitive personal information they contain would be accessible to any organization regardless of whether it was certified, or eligible to be

¹¹⁰ *Id.* at 264.

¹¹¹ *Hernandez*, 829 F.3d at 1073 (turning to statute’s “broader structure” and “object and policy” to resolve ambiguity and determine Congress’s intent) (internal quotation marks and citations omitted).

¹¹² Doc. 1 at ¶ 13, n.2, 18–20.

certified, under the statutorily mandated certification program.¹¹³ And if a certified organization improperly discloses the information it receives, it would be subject to financial penalties and possible decertification.¹¹⁴

Applying the Disclosure Provision to ERIC’s deceased voter reports would negate the LADMF certification program and undermine protections for the LADMF—protections that PILF has acknowledged exist.¹¹⁵ It could also diminish ERIC’s interest in providing LADMF information, if it faced potential financial penalties and decertification.¹¹⁶ States would then have less accurate information about deceased voters and less accurate voter rolls, contrary to the NVRA’s express purpose.¹¹⁷ Congress

¹¹³ See 42 U.S.C. § 1306c(b), 26 U.S.C. § 6103(p)(4) (listing IRS requirements); 15 C.F.R. § 1110.102 (describing certification process); *Hosemann*, 43 F. Supp. 3d at 737 (“One of the reasons that governments seek to protect birthdates and SSNs from disclosure, and warn the public against voluntary disclosure of that information, is to mitigate the risk of identity theft.”). See also Brian Naylor, Tighter Access to “Death Master File” Has Researchers Worried (January 6, 2014, 5:37 PM), <https://www.npr.org/2014/01/06/260188571/tighter-access-to-u-s-deaths-list-has-researchers-grim> (last visited September 7, 2022) (noting that limiting access to the DMF was estimated to save more than \$700 million in fraudulent tax returns over 10 years); Irene Scharf, *The Problem of Appropriations Riders: The Bipartisan Budget Bill of 2013 As A Case Study*, 42 Mitchell Hamline L. Rev. 791, 806 (2016) (“According to a 2002 General Accountability Office (GAO) Report, the SSN is one of the three pieces of information most sought by identity thieves.”).

¹¹⁴ See 15 C.F.R. § 1110.200. There is no specified penalty for the release of information by an *uncertified* organization, further demonstrating that sensitive personal information may be released only to certified entities.

¹¹⁵ Doc. 1 at ¶ 41; see Doc. No. 1-3 at 3.

¹¹⁶ 15 C.F.R. § 1110.200(a)(1)-(2).

¹¹⁷ 52 U.S.C. § 20501(b).

plainly sought to both improve voter rolls and protect the information in the LADMF, and PILF should not be allowed to undercut these purposes.¹¹⁸

Indeed, applying the Disclosure Provision to ERIC's deceased voter reports would not even further PILF's stated purpose. Like the NVRA, PILF aims to keep voter rolls current and accurate.¹¹⁹ By attempting to force the disclosure of information contained in the LADMF, PILF is jeopardizing states' receipt of this information, which is a crucial input in their list maintenance activities. Without it, voter rolls will not be as current or as accurate. PILF cites what it calls "Criticism of ERIC," but this criticism is not related to deceased voters and only describes alleged issues related to voter addresses and disenfranchisement of racial and ethnic minorities.¹²⁰ Unlike other cases that identified issues and records within the ambit of the NVRA, PILF has not alleged any issues with deceased voters in Alaska.¹²¹ Nor does the existence of such criticism change or expand the reach of the Disclosure Provision. If PILF is concerned about voter fraud, that is

¹¹⁸ See *Ma*, 361 F.3d at 558.

¹¹⁹ Doc. 1 at ¶ 4.

¹²⁰ *Id.* at ¶¶ 26-30.

¹²¹ See *Long*, 682 F.3d at 333 (finding that voter registration applications were subject to disclosure in a case alleging voter registration obstacles for students at historically African-American college); *Inter Tribal*, 570 U.S. at 20 (holding that NVRA precluded a state from requiring applicants to submit evidence of citizenship beyond that required by federal form).

beyond the scope of the NVRA.¹²² And if PILF wants to assess the Division's compliance with the NVRA and assist with its list maintenance activities,¹²³ it already has all the data it needs: the Division's list of the voters it actually removed during the years PILF identified.

Because legislative history, other federal laws, the NVRA's purpose, and PILF's own ends reinforce the plain meaning of the Disclosure Provision, it does not apply to ERIC's deceased voter reports and PILF fails to state a claim.

III. Because it already has the information it now demands, PILF fails to state a claim for the Division's deceased voter list.

PILF's claim to the deceased voter records the Division already provided also fails to state a viable cause of action. In its complaint, PILF demands "deceased cancellation reports with voter identification numbers."¹²⁴ But the Division already provided the list of deceased voters it removed from the voter rolls, with a unique identification number for each voter. The Division provided the voters' "ascension numbers," which are different than their "voter identification numbers."¹²⁵ While both are assigned by the Division and unique to each voter, voter identification numbers are protected by state law and

¹²² *Hosemann*, 43 F. Supp. 3d at 722 ("The NVRA was not designed as a tool to root out voter fraud, 'cross-over voting,' or any other illegal or allegedly illegal activity associated with casting a ballot on election day.").

¹²³ Doc. 1 at ¶ 50.

¹²⁴ Doc. 1, Prayer for Relief at ¶ 2.

¹²⁵ AS 15.07.195(a)(4), (d).

ascension numbers are not.¹²⁶ As the Division explained to PILF, it withheld only voters' dates of birth,¹²⁷ and it provided a unique identification number—the ascension number—for each voter. In its letter notifying the Division of an alleged NVRA violation, PILF noted the withheld dates of birth, but did not demand the Division's list of deceased voters with "voter identification numbers."¹²⁸ PILF stated its "request can be lawfully and amicably satisfied" if the Division provided redacted versions of ERIC's deceased voter reports.¹²⁹ Because the Division provided unique identification numbers and PILF's notice letter did not demand "voter identification numbers," PILF did not provide notice of this alleged violation, as required to confer a private right of action.¹³⁰

If, despite its inadequate notice and complaint, PILF actually seeks the Division's deceased voter list with dates of birth, the NVRA does not require that the Division provide them. Dates of birth are protected from disclosure under both federal and state law. Congress, in enacting the NVRA, did not "intend[] to erode Federal and State law protecting against the disclosure of private, personal information."¹³¹ While states must

¹²⁶ *Id.* Voter identification numbers are protected as an election security measure, because they can be used to verify a voter's identity. *See* 6 AAC 25.510.

¹²⁷ Doc. 1-2 at 1.

¹²⁸ Doc. 1-3 at 2

¹²⁹ *Id.* at 3.

¹³⁰ 52 U.S.C. § 20510(b)(2).

¹³¹ *Kemp*, 208 F. Supp. 3d at 1345; *see Hosemann*, 43 F. Supp. 3d at 739 ("There is no indication in the NVRA's legislative history that Congress intended to open up for inspection information within those records that is otherwise protected as personal information under other Federal or State laws.").

disclose “lists of names and addresses” of recipients of change-of-address notices, Congress did not require the disclosure of Social Security numbers or birthdates, “recogniz[ing] that other voter registration information may be sensitive and not subject to disclosure.”¹³² Congress has repeatedly indicated a “concern for individuals’ privacy interests” and did not, by enacting the NVRA, intend to gut the protections afforded by other federal laws.¹³³ PILF’s broad interpretation of the disclosure provision would “create a gaping hole in the . . . statutory landscape whereby personal, otherwise protected information would lose its protection once a citizen registered to vote.”¹³⁴

Nor does the NVRA preempt the protections for personal information in Alaska Statute 15.07.195.¹³⁵ This statute makes confidential, and not open to public inspection, certain information in voter registration records, including dates of birth and voter identification numbers. Such sensitive personal information can properly be excluded from disclosure under the NVRA.¹³⁶ One court has held that dates of birth must be

¹³² *Hosemann*, 43 F. Supp. 3d at 734.

¹³³ *Id.* at 735.

¹³⁴ *Id.*; see also *Kemp*, 208 F. Supp. 3d at 1344 (noting that Disclosure Provision “does not require the disclosure of sensitive information that implicates special privacy concerns”).

¹³⁵ Doc. 1 at ¶ 58.

¹³⁶ See *NCBOE*, 996 F.3d at 267 (noting that a “district court can order redaction of ‘uniquely sensitive information’ in otherwise disclosable documents” (quoting *Long*, 682 F.3d at 339)); *Kemp*, 208 F. Supp. 3d at 1344 (concluding that the disclosure provision “does not require the disclosure of sensitive information that implicates special privacy concerns”); *Hosemann*, 43 F. Supp. 3d at 739 (holding that the disclosure

disclosed, but only when they are not protected by state law.¹³⁷ Here, Alaska law expressly protects this information.

PILF's second claim fails regardless of whether it demands the Division's list of deceased voters with voter identification numbers or dates of birth. PILF did not notice or plead a violation with regards to voter identification numbers and the Division already provided ascension numbers, which are unique identification numbers. And if PILF actually wants dates of birth, these are not subject to disclosure under the NVRA.

CONCLUSION

Because PILF fails to state a claim under the NVRA with respect to either ERIC's deceased voter reports or the Division's deceased voter list, the Court should grant this motion and dismiss PILF's Complaint with prejudice.

DATED: September 12, 2022.

TREG R. TAYLOR
ATTORNEY GENERAL

By: /s/ Thomas S. Flynn
Thomas S. Flynn
Assistant Attorney General
Alaska Bar No. 1910085
Department of Law
1031 West Fourth Avenue, Ste. 200

provision “does not require the disclosure of unredacted voter registration documents, including voter registrant birthdates”).

¹³⁷ *Jud. Watch, Inc. v. Lamone*, 455 F. Supp. 3d 209, 211, 225 (D. Md. 2020) (noting that the Maryland legislature “has not enacted a law safeguarding birthdates from disclosure in [this] context”).

Public Interest Legal Foundation v. Kevin Meyer
Motion to Dismiss

Case No.: 1:22-cv-00001-SLG
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Anchorage, AK 99501
Phone: (907) 269-6612
Facsimile: (907) 258-4978
Email: thomas.flynn@alaska.gov
Attorney for the State of Alaska

Certificate of Service

I certify that on September 12, 2022 the foregoing **MOTION TO DISMISS** was served electronically on:

Maureen Riordan
Public Interest Legal Foundation
32 East Washington Street, Suite 1675
Indianapolis, IN 46204-3594

Kaylan Phillips
Public Interest Legal Foundation
32 East Washington Street, Suite 1675
Indianapolis, IN 46204-3594

Noel Johnson
Public Interest Legal Foundation
32 East Washington Street, Suite 1675
Indianapolis, IN 46204-3594

/s/ Thomas S. Flynn
Thomas S. Flynn
Assistant Attorney General

From: Montemayor, Tiffany (GOV)
Sent: Friday, March 17, 2023 10:58 AM AKDT
To: Beecher, Carol L (GOV)
Subject: RE: ERIC decision today and what does this mean for Alaska?

The Division will continue to review its membership in ERIC and we do not intend to make any immediate decisions. List maintenance is an essential process to ensure our voter list is as accurate and current as possible and ERIC is one of the tools that Alaska uses to assist in this process.

Tiffany Montemayor
Public Relations Manager, Division of Elections
Office of the Lieutenant Governor
907.465.4611



From: Thiessen, Mark <mthiessen@ap.org>
Sent: Friday, March 17, 2023 10:38 AM
To: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>; Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>
Subject: Re: ERIC decision today and what does this mean for Alaska?

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sorry, here's the statement:

Statement: ERIC is a nonprofit membership organization comprised of state election officials. We are member-led, member-driven, and member-funded. Our mission is to help election officials improve the accuracy of their voter rolls, improve access to voter registration information, and root out illegal voting. The ERIC membership met today to discuss and vote on matters that will shape how the organization works to accomplish its mission going forward. Serious consideration was given to proposals for change. Following their own rules, the members voted to maintain ERIC's current requirements. We hope all states will choose to be members of ERIC, as it is the most effective tool available to help ensure voter rolls are as accurate as possible and to detect possible cases of illegal voting. It also remains an important tool for providing voter registration information to potentially eligible voters.

From: Mark Thiessen <mthiessen@ap.org>
Date: Friday, March 17, 2023 at 10:31 AM
To: "carol.beecher@alaska.gov" <carol.beecher@alaska.gov>, "Montemayor, Tiffany (GOV)"

<tiffany.montemayor@alaska.gov>

Subject: ERIC decision today and what does this mean for Alaska?

Good morning,

We're doing a story on ERIC's board deciding this morning to not make any changes (copy of their statement below).

I know Carol told a state Senate committee last week that there are benefits and drawbacks to ERIC and she would be investigating them. Those results would help the division proceed with a decision to stay or go.

Does the ERIC board's decision today mean Alaska will pull out of the organization? If you haven't made a decision yet, does this pull you toward leaving or staying? Or does it mean nothing for Alaska?

I'm on deadline.

Thanks!

Mark

AP

Mark Thiessen

Alaska-based Reporter

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From: Beecher, Carol L (GOV)
Sent: Friday, March 17, 2023 11:44 AM AKDT
To: Dahlstrom, LT. Governor (GOV sponsored)
Subject: Fwd: OH Sec. LaRose - Letter of Resignation
Attachments: Letter re ERIC Membership 3_17[11].pdf

As expected, Ohio is out of ERIC.

Cb

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From: Hamlin, Shane <shane.hamlin@ericstates.org>
Sent: Friday, March 17, 2023 11:42:01 AM
To: Hamlin, Shane <shane.hamlin@ericstates.org>
Cc: Haas, Ericka <ericka.haas@ericstates.org>; Whitt, Sarah <sarah.whitt@ericstates.org>
Subject: OH Sec. LaRose - Letter of Resignation

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****Sent to the ERIC Membership and Secondary Points of Contact****

Members,

Please find attached Sec. LaRose's letter of resignation from ERIC. Pursuit the Article II, Sec. 7, set forth in full below, Ohio's resignation is effective 91 days from today. By my calculation, that is June 16, 2023. As I have with the other states that have resigned, I will work in good faith with Ohio on an orderly withdrawal consistent with ERIC's Bylaws and Membership Agreement.

The ERIC team will continue to provide the best service possible to ERIC's members, so that you can maintain the most accurate voter rolls possible, provide voter registration info to potentially eligible but unregistered individuals, and root out illegal voting.

Thank you,

-Shane

Shane Hamlin | Executive Director
ERIC | Electronic Registration Information Center
1201 Connecticut Ave NW, Suite 600
Washington, DC 20036
(202) 695-3464

www.ericstates.org



Via Electronic Mail

March 17, 2023

Mr. Shane Hamlin
Executive Director, Electronic Registration Information Center (ERIC)
1201 Connecticut Ave., NW, Suite 600
Washington, D.C. 20036

Re: Notice of Resignation from ERIC

Dear Mr. Hamlin and ERIC Board Members:

I am hereby notifying you of Ohio's resignation from the Electronic Registration Information Center (ERIC), effective 91 days from the date of this letter as stated in the bylaws. This decision does not come without careful thought and extensive conversations with my counterparts in the organization. The action Ohio is taking today follows nearly a year of good faith, bipartisan efforts to reform ERIC's oversight and services. Unfortunately, these attempts to save what could be an unparalleled election integrity service have fallen short.

ERIC has chosen repeatedly to ignore demands to embrace reforms that would bolster confidence in its performance, encourage growth in its membership, and ensure not only its present stability but also its durability. Rather, you have chosen to double-down on poor strategic decisions, which have only resulted in the transformation of a previously bipartisan organization to one that appears to favor only the interests of one political party. I believe the current actions and inactions of ERIC will effectively set in motion its demise.

As stated in my March 6, 2023 letter: [T]he immediate action of the ERIC board at its March 17 meeting can potentially salvage their participation and ours, but **ONLY** if the proposed reforms win the approval of the board. These include:

1. Amending the bylaws to explicitly state that ERIC's membership should only consist of member states, who answer to the voters and taxpayers they represent,
2. Removing ex-officio membership positions from ERIC's bylaws, and
3. Permitting member states to utilize ERIC's data-sharing services 'a la carte,' in the manner which they believe best serves their local interests. For example, members should not be forced to meet specific requirements, such as Eligible but Unregistered voter mailings or cross-state fraud analysis, if they do not deem those actions necessary or relevant to the needs of their respective states.

Unfortunately, you chose to stifle action on these proposed reforms through questionable tactics at the board's February meeting and again today through a selective and overly aggressive enforcement of ERIC's bylaws. We fundamentally disagree with the legal interpretation that every member of ERIC, whether they have resigned or not, must waive notice to offer a proposed amendment for consideration – especially after the proposed amendment was previously noticed and voted on. One must ask what reasons motivated the author of the governing documents to intentionally draft them to be so restrictive and difficult to amend. Nonetheless, my staff solely took the initiative to comply with this onerous interpretation and achieved some of the reforms, while the rest were rejected.

I cannot justify the use of Ohio's tax dollars for an organization that seems intent on rejecting meaningful accountability, publicly maligning my motives, and waging a relentless campaign of misinformation about this effort. The conduct of ERIC and some of its hyper-partisan allies in recent weeks only heightens my suspicion and reinforces my decision. Additionally, I cannot accept the board's refusal – for a third time – to adopt basic reforms to the use of ERIC's data-sharing services. I fundamentally believe that every dues-paying ERIC member should have the right to use these services in the best interest of their own state and its taxpayers. This should be a non-controversial policy, yet you have chosen to make it a hyperbolic, partisan fight that has fractured an organization that had so much potential for good.

As every past and present member of ERIC knows, I have been a hopeful advocate for reform. You had every chance to deliver it, but you chose not to act. Therefore, you have left me with no choice but to look for a more accountable alternative.

Yours in service,



Frank LaRose
Ohio Secretary of State

From: Montemayor, Tiffany (GOV)
Sent: Friday, March 17, 2023 11:51 AM AKDT
To: Applebee, Josh M (GOV); Mason, Shannon R (GOV)
CC: Beecher, Carol L (GOV)
Subject: FW: ERIC decision today and what does this mean for Alaska?

Hey y'all,

Here is a draft of our response for the inquiries we're getting like the below. Please look over it and let me know if I should make any edits.

DP

Thanks!
Tiff

Tiffany Montemayor
Public Relations Manager, Division of Elections
Office of the Lieutenant Governor
907.465.4611



From: Thiessen, Mark <mthiessen@ap.org>
Sent: Friday, March 17, 2023 10:31 AM
To: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>; Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>
Subject: ERIC decision today and what does this mean for Alaska?

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I'm on deadline.

Thanks!
Mark



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Mark Twain, 1906.**

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From: Beecher, Carol L (GOV)
Sent: Friday, March 17, 2023 1:28 PM AKDT
To: Dahlstrom, LT. Governor (GOV sponsored)
Subject: FW: IA Sec. Pate - Letter of Resignation
Attachments: Iowa Resignation from ERIC March 1 2023.pdf

Hello Lt. Governor,

As per the attached, Iowa has resigned from ERIC.

Thanks,
cb

From: Hamlin, Shane <shane.hamlin@ericstates.org>
Sent: Friday, March 17, 2023 1:27 PM
To: Hamlin, Shane <shane.hamlin@ericstates.org>
Cc: Haas, Ericka <ericka.haas@ericstates.org>; Whitt, Sarah <sarah.whitt@ericstates.org>
Subject: IA Sec. Pate - Letter of Resignation

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****Sent to the ERIC Membership and Secondary Points of Contact****

Members,

Please find attached Sec. Pate's letter of resignation from ERIC. Pursuit the Article II, Sec. 7, Iowa's resignation is effective 91 days from today. By my calculation, that is June 16, 2023. As I have with the other states that have resigned, I will work in good faith with Iowa on an orderly withdrawal consistent with ERIC's Bylaws and Membership Agreement.

The ERIC team will continue to provide the best service possible to ERIC's members, so that you can maintain the most accurate voter rolls possible, provide voter registration info to potentially eligible but unregistered individuals, and root out illegal voting.

Thank you,

-Shane

Shane Hamlin | Executive Director
ERIC | Electronic Registration Information Center
1201 Connecticut Ave NW, Suite 600
Washington, DC 20036
(202) 695-3464

www.ericstates.org

Paul D. Pate
Secretary of State



State Capitol
Des Moines, Iowa 50319

OFFICE OF THE IOWA SECRETARY OF STATE

March 17, 2023

Mr. Shane Hamlin, Executive Director of ERIC
ERIC Board Members
1201 Connecticut Ave NW, Suite 600
Washington, DC 20036

Dear Director Hamlin and Board Members:

Pursuant to ERIC's membership agreement, I am writing to notify you of Iowa's resignation from ERIC effective at the earliest possible date. It is an unfortunate but necessary step that is in the best interest of our state, our voters, and our taxpayers.

Sincerely,

A handwritten signature in black ink that reads "Paul D. Pate".

Paul D. Pate
Iowa Secretary of State

From: Thiessen, Mark
Sent: Friday, March 17, 2023 2:07 PM AKDT
To: Montemayor, Tiffany (GOV); Beecher, Carol L (GOV)
Subject: Re: ERIC decision today and what does this mean for Alaska?

You don't often get email from mthiessen@ap.org. [Learn why this is important](#)

Thanks Tiffany, just checking back since I'm on deadline. Thanks!

From: "Montemayor, Tiffany (GOV)" <tiffany.montemayor@alaska.gov>
Date: Friday, March 17, 2023 at 12:49 PM
To: Mark Thiessen <mthiessen@ap.org>, "Beecher, Carol L (GOV)" <carol.beecher@alaska.gov>
Subject: RE: ERIC decision today and what does this mean for Alaska?

[EXTERNAL]

Hey Mark, I'll get back to you shortly.

-Tiffany

Tiffany Montemayor
Public Relations Manager, Division of Elections
Office of the Lieutenant Governor
907.465.4611



From: Thiessen, Mark <mthiessen@ap.org>
Sent: Friday, March 17, 2023 12:10 PM
To: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>; Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>
Subject: Re: ERIC decision today and what does this mean for Alaska?

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Hi there, checking on the status of this request.
Thanks!
Mark

From: Mark Thiessen <mthiessen@ap.org>
Date: Friday, March 17, 2023 at 10:37 AM
To: "carol.beecher@alaska.gov" <carol.beecher@alaska.gov>, "Montemayor, Tiffany (GOV)" <tiffany.montemayor@alaska.gov>
Subject: Re: ERIC decision today and what does this mean for Alaska?

Sorry, here's the statement:

Statement: ERIC is a nonprofit membership organization comprised of state election officials. We are member-led, member-driven, and member-funded. Our mission is to help election officials improve the accuracy of their voter rolls, improve access to voter registration information, and root out illegal voting. The ERIC membership met today to discuss and vote on matters that will shape how the organization works to accomplish its mission going forward. Serious consideration was given to proposals for change. Following their own rules, the members voted to maintain ERIC's current requirements. We hope all states will choose to be members of ERIC, as it is the most effective tool available to help ensure voter rolls are as accurate as possible and to detect possible cases of illegal voting. It also remains an important tool for providing voter registration information to potentially eligible voters.

From: Mark Thiessen <mthiessen@ap.org>
Date: Friday, March 17, 2023 at 10:31 AM
To: "carol.beecher@alaska.gov" <carol.beecher@alaska.gov>, "Montemayor, Tiffany (GOV)" <tiffany.montemayor@alaska.gov>
Subject: ERIC decision today and what does this mean for Alaska?

Good morning,

We're doing a story on ERIC's board deciding this morning to not make any changes (copy of their statement below).

I know Carol told a state Senate committee last week that there are benefits and drawbacks to ERIC and she would be investigating them. Those results would help the division proceed with a decision to stay or go.

Does the ERIC board's decision today mean Alaska will pull out of the organization? If you haven't made a decision yet, does this pull you toward leaving or staying? Or does it mean nothing for Alaska?

I'm on deadline.

Thanks!

Mark



Mark Thiessen
Alaska-based Reporter
The Associated Press
Anchorage, AK 99501
Voice: 907-272-7549

mthiessen@ap.org

Twitter: @mthiessen

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Mark Twain, 1906.**

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From: Thiessen, Mark
Sent: Friday, March 17, 2023 2:08 PM AKDT
To: Montemayor, Tiffany (GOV); Beecher, Carol L (GOV)
Subject: Re: ERIC decision today and what does this mean for Alaska?

You don't often get email from mthiessen@ap.org. [Learn why this is important](#)

Great, thanks!

From: "Montemayor, Tiffany (GOV)" <tiffany.montemayor@alaska.gov>
Date: Friday, March 17, 2023 at 2:08 PM
To: Mark Thiessen <mthiessen@ap.org>, "Beecher, Carol L (GOV)" <carol.beecher@alaska.gov>
Subject: RE: ERIC decision today and what does this mean for Alaska?

[EXTERNAL]

Mark,

The Division will continue to review its membership in ERIC and we do not intend to make any immediate decisions. List maintenance is an essential process to ensure our voter list is as accurate and current as possible and ERIC is one of the tools that Alaska uses to assist in this process.

Best,
Tiffany

Tiffany Montemayor
Public Relations Manager, Division of Elections
Office of the Lieutenant Governor
907.465.4611



From: Thiessen, Mark <mthiessen@ap.org>
Sent: Friday, March 17, 2023 2:07 PM
To: Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>; Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Subject: Re: ERIC decision today and what does this mean for Alaska?

Thanks Tiffany, just checking back since I'm on deadline. Thanks!

From: "Montemayor, Tiffany (GOV)" <tiffany.montemayor@alaska.gov>
Date: Friday, March 17, 2023 at 12:49 PM
To: Mark Thiessen <mthiessen@ap.org>, "Beecher, Carol L (GOV)" <carol.beecher@alaska.gov>
Subject: RE: ERIC decision today and what does this mean for Alaska?

[EXTERNAL]

Hey Mark, I'll get back to you shortly.

-Tiffany

Tiffany Montemayor
Public Relations Manager, Division of Elections
Office of the Lieutenant Governor
907.465.4611



From: Thiessen, Mark <mthiessen@ap.org>
Sent: Friday, March 17, 2023 12:10 PM
To: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>; Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>
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From: Mark Thiessen <mthiessen@ap.org>
Date: Friday, March 17, 2023 at 10:37 AM
To: "carol.beecher@alaska.gov" <carol.beecher@alaska.gov>, "Montemayor, Tiffany (GOV)" <tiffany.montemayor@alaska.gov>
Subject: Re: ERIC decision today and what does this mean for Alaska?

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registration information, and root out illegal voting. The ERIC membership met today to discuss and vote on matters that will shape how the organization works to accomplish its mission going forward. Serious consideration was given to proposals for change. Following their own rules, the members voted to maintain ERIC's current requirements. We hope all states will choose to be members of ERIC, as it is the most effective tool available to help ensure voter rolls are as accurate as possible and to detect possible cases of illegal voting. It also remains an important tool for providing voter registration information to potentially eligible voters.

From: Mark Thiessen <mthiessen@ap.org>

Date: Friday, March 17, 2023 at 10:31 AM

To: "carol.beecher@alaska.gov" <carol.beecher@alaska.gov>, "Montemayor, Tiffany (GOV)" <tiffany.montemayor@alaska.gov>

Subject: ERIC decision today and what does this mean for Alaska?

Good morning,

We're doing a story on ERIC's board deciding this morning to not make any changes (copy of their statement below).

I know Carol told a state Senate committee last week that there are benefits and drawbacks to ERIC and she would be investigating them. Those results would help the division proceed with a decision to stay or go.

Does the ERIC board's decision today mean Alaska will pull out of the organization? If you haven't made a decision yet, does this pull you toward leaving or staying? Or does it mean nothing for Alaska?

I'm on deadline.

Thanks!

Mark

The logo for The Associated Press, consisting of the letters 'AP' in a bold, black, sans-serif font.

Mark Thiessen

Alaska-based Reporter

The Associated Press

Anchorage, AK 99501

Voice: 907-272-7549

mthiessen@ap.org

Twitter: @mthiessen

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Mark Twain, 1906.

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From: Dahlstrom, LT. Governor (GOV sponsored)
Sent: Monday, March 20, 2023 9:07 AM AKDT
To: Beecher, Carol L (GOV)
CC: Howell, Kelly A (GOV); Applebee, Josh M (GOV)
Subject: Re: Media re: ERIC

Carol , thank you for this information. Please keep me in the loop. I'll be returning to Juneau on this evenings flight.

Nancy

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From: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Sent: Friday, March 17, 2023 10:49:13 AM
To: Dahlstrom, LT. Governor (GOV sponsored) [REDACTED]
CC: Howell, Kelly A (GOV) <kelly.howell@alaska.gov>; Applebee, Josh M (GOV) <josh.applebee@alaska.gov>
Subject: Media re: ERIC

Good morning,

We are starting to receive media requests regarding the ERIC vote. We are preparing a statement and will run it by Shannon. We can loop you in if you'd like.

ERIC released the following:

Statement:ERIC is a nonprofit membership organization comprised of state election officials. We are member-led, member-driven, and member-funded. Our mission is to help election officials improve the accuracy of their voter rolls, improve access to voter registration information, and root out illegal voting. The ERIC membership met today to discuss and vote on matters that will shape how the organization works to accomplish its mission going forward. Serious consideration was given to proposals for change. Following their own rules, the members voted to maintain ERIC's current requirements. We hope all states will choose to be members of ERIC, as it is the most effective tool available to help ensure voter rolls are as accurate as possible and to detect possible cases of illegal voting. It also remains an important tool for providing voter registration information to potentially eligible voters.

Thanks,
cb

From: Dahlstrom, LT. Governor (GOV sponsored)
Sent: Monday, March 20, 2023 9:09 AM AKDT
To: Beecher, Carol L (GOV)
Subject: Re: Lawsuit re: ERIC

Thank you Carol . I'll see if I can get a little bit more information. Maybe someone else independently filed a suit and they have it confused with our department.

Nancy

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From: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Sent: Friday, March 17, 2023 9:29:50 AM
To: Dahlstrom, LT. Governor (GOV sponsored) BOI [REDACTED]
Subject: Fwd: Lawsuit re: ERIC

Good morning, Lt. Governor,

Tom Flynn provided the information below.

If you'd like more information, I can set up a meeting with Tom to discuss.

Thanks,
cb

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From: Flynn, Thomas S (LAW) <thomas.flynn@alaska.gov>
Sent: Friday, March 17, 2023 8:53:08 AM
To: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Subject: RE: Lawsuit re: ERIC

Good morning Carol,

The only lawsuit I'm aware of regarding ERIC is the one we are currently litigating against PILF, the Public Interest Legal Foundation. [REDACTED]

AC [REDACTED]

I've attached the motion to dismiss we filed in September 2022, which should give you more background. I'm happy to discuss this or provide more detail if that would be helpful.

Thanks,

-Tom

Thomas Flynn

Assistant Attorney General
Alaska Department of Law
(907) 269-5720

From: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Sent: Friday, March 17, 2023 7:48 AM
To: Flynn, Thomas S (LAW) <thomas.flynn@alaska.gov>
Subject: Lawsuit re: ERIC

Hi Tom,

Was there a lawsuit filed in the past few years regarding ERIC and DOE?

If so, can you send that info?

Thanks much,
cb

From: Beecher, Carol L (GOV)
Sent: Monday, March 20, 2023 9:12 AM AKDT
To: Dahlstrom, LT. Governor (GOV sponsored)
Subject: FW: Electronic Registration Information Center Membership
Attachments: ERIC Letter - ALASKA.pdf

Good morning,

As an FYI, I received the attached this morning from J. Kenneth Blackwell, former Ohio Secretary of State, regarding ERIC membership. As you are aware, Ohio withdrew from ERIC immediately following the by-laws vote on Friday.

At the suggestion of Josh, I'm putting together a white paper regarding ERIC, the requirements, our statistics and the cost to assist our evaluation of continuing with our membership in ERIC. I would note, that while Mr. Blackwell encourages us to work with other states, I am not aware of a central structure other than ERIC that does this, so it would require individual agreements between states.

I'll keep you posted.

Thanks,
cb

From: AFPI - Center for Election Integrity <cei@americafirstpolicy.com>
Sent: Monday, March 20, 2023 9:03 AM
To: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Subject: Electronic Registration Information Center Membership

You don't often get email from cei@americafirstpolicy.com. [Learn why this is important](#)

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Greetings,

Please find attached a letter regarding your membership with the Electronic Registration Information Center (ERIC).

Thank you for your time and consideration.

Best,



J. KENNETH BLACKWELL

Chair
Center for Election Integrity

AMERICAFIRSTPOLICY.COM



March 20, 2023

Dear Director Beecher,

Many recent concerns surrounding the partisan structure and operations of the Electronic Registration Information Center (ERIC) have been exposed. In light of this, I encourage you to closely examine your state's affiliation with this organization and consider withdrawing from membership. As a former Secretary of State, I understand the challenges of maintaining voter roll integrity. However, many states have lost confidence in ERIC as the mechanism by which this should be accomplished.

In late 2022, Louisiana was the first state to withdraw following concern after open records requests and investigative reporting that raised concerns about ERIC's partisan ties, data sharing practices, and focus on voter registration rather than voter roll clean up. Since then, questions continue to be unanswered, and transparency has been lacking. As a result, Alabama, Florida, Missouri, West Virginia, and Ohio have all withdrawn. These states have cited issues of data privacy concerns, partisan funding and involvement, and citizen opposition.

States should consider alternative measures that do not have the side effect of compromised data and partisan influence, and that focus on cleaning voter rolls rather than registering voters. Maintaining accurate voter rolls is crucial to free, fair, and honest elections.

I encourage you to also explore new possibilities for interstate collaboration that do not involve ERIC.

Thank you for your time and for your careful consideration of this subject.

Best,

Honorable J. Kenneth Blackwell
Chair, Center for Election Integrity (AFPI)
Former Ohio Secretary of State

INFO@AMERICANFIRSTPOLICY.COM | AMERICANFIRSTPOLICY.COM
1001 PENNSYLVANIA AVENUE, SUITE 530, WASHINGTON, D.C. 20004

From: Thompson, Michaela R (GOV)
Sent: Monday, March 20, 2023 9:34 AM AKDT
To: Beecher, Carol L (GOV)
Subject: RE: Ogen - Questions
Attachments: Ogen - Responses 3-17-23_MT.docx, DOE PILF_MT.docx, Voter Rolls - Laws by State_MT.docx

Hi Carol,

Attached are my edits and comments.

Michaela R. Thompson
Administrative Operations Manager
State of Alaska, Division of Elections
Absentee and Petition Office
Phone: (907) 270-2700
Fax: (907) 270-2780



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From: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Sent: Friday, March 17, 2023 3:45 PM
To: Thompson, Michaela R (GOV) <michaela.thompson@alaska.gov>
Subject: Ogen - Questions

Hi Michaela,

Scott Ogen sent a list of questions which I've attempted to answer in the attached. I've also included two other documents to address his questions – the PILF Recommendations and a version of our Voter Rolls clean-up document– can you take a read through (for Monday – no deadline here) and make any changes, etc.

Thanks,
cb

DOCUMENT SLIPSHEET

Entire document withheld

Draft responses, DP; 3 page(s)

DOCUMENT SLIPSHEET

Entire document withheld

Draft list maintenance description, DP; 2 page(s)

DOCUMENT SLIPSHEET

Entire document withheld

Draft list of state processes, DP; 1 page(s)

From: Beecher, Carol L (GOV)
Sent: Monday, March 20, 2023 10:13 AM AKDT
To: Dahlstrom, LT. Governor (GOV sponsored)
Subject: RE: OH Sec. LaRose - Letter of Resignation

No. They will be voting on a statute in September which, if passed, will not allow them to use ERIC as the by-laws currently require. I don't know if they were considering leaving even with the changes.

cb

From: Dahlstrom, LT. Governor (GOV sponsored) <ULP.LTGOV.ND@alaska.gov>
Sent: Monday, March 20, 2023 10:08 AM
To: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Subject: Re: OH Sec. LaRose - Letter of Resignation

Any word on Texas yet?

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From: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Sent: Friday, March 17, 2023 11:44:48 AM
To: Dahlstrom, LT. Governor (GOV sponsored) <ULP.LTGOV.ND@alaska.gov>
Subject: Fwd: OH Sec. LaRose - Letter of Resignation

As expected, Ohio is out of ERIC.

Cb

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From: Hamlin, Shane <shane.hamlin@ericstates.org>
Sent: Friday, March 17, 2023 11:42:01 AM
To: Hamlin, Shane <shane.hamlin@ericstates.org>
Cc: Haas, Ericka <ericka.haas@ericstates.org>; Whitt, Sarah <sarah.whitt@ericstates.org>
Subject: OH Sec. LaRose - Letter of Resignation

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

****Sent to the ERIC Membership and Secondary Points of Contact****

Members,

Please find attached Sec. LaRose's letter of resignation from ERIC. Pursuit the Article II, Sec. 7, set forth in full below, Ohio's resignation is effective 91 days from today. By my calculation, that is June 16, 2023. As I have with the other states that have resigned, I will work in good faith with Ohio on an orderly withdrawal consistent with ERIC's Bylaws and Membership Agreement.

The ERIC team will continue to provide the best service possible to ERIC's members, so that you can maintain the most accurate voter rolls possible, provide voter registration info to potentially eligible but unregistered individuals, and root out illegal voting.

Thank you,

-Shane

Shane Hamlin | Executive Director
ERIC | Electronic Registration Information Center
1201 Connecticut Ave NW, Suite 600
Washington, DC 20036
(202) 695-3464

www.ericstates.org

From: Hamlin, Shane
Sent: Monday, March 20, 2023 4:20 PM AKDT
To: Hamlin, Shane
CC: Haas, Ericka; Whitt, Sarah; Placencia, Kathy (RI); Rock, Rob (RI)
Subject: Notice of New Designated Member Representative - RI

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Sent to ERIC Members and Secondary Points of Contact.*

Members,

Pursuant to Article II, Section 1 of ERIC's Bylaws, set forth in full below, I'm writing to inform you that Sec. of State Amore has designated Kathy Placencia, Director of Elections, as Rhode Island's designated member representative.

Hope you take a moment to officially welcome Kathy to the Board. She and Rob are CC'd on this notice. Rob was an outstanding Chair and an excellent board member. Always positive and constructive, always looking for the ERIC staff. Not surprisingly, Kathy is proving she'll be engaged and contribute wherever she can. She attended our last couple of meetings and is ready to hit the ground running.

Regards,

-Shane

Shane Hamlin | Executive Director
ERIC | Electronic Registration Information Center
1201 Connecticut Ave NW, Suite 600
Washington, DC 20036
(202) 695-3464

www.ericstates.org

Article II, Section 1. Members. The members of the Corporation shall consist solely of state, 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 Executive Director who shall, in turn, notify the Membership.

From: Kimberly Smith
Sent: Wednesday, March 22, 2023 6:12 AM AKDT
To: James Tatum; Thompson, Carol A (GOV); afontes@azsos.gov; john.thurston@sos.arkansas.gov; Melanie Clark; Susan Lapsley; Dwight Shellman; gabe.rosenberg@ct.gov; Monica Evans; James Boggs; Maria.Matthews@DOS.myflorida.com; Bradford Raffensperger; maria.pangelinan@gec.guam.gov; joe.iseke@gec.guam.gov; kristen.e.uyeda@hawaii.gov; pat.nakamoto@hawaiicounty.gov; Jason Hancock; Kyle Thomas; Charles Holiday; Heidi Burhans; D. Pliner; bryan.caskey@ks.gov; Jenni Scutchfield; Kyle Ardoin; julie.flynn@maine.gov; Kathleen Montejo; nikki.charlson@maryland.gov; Jocelyn Benson; David Maeda; Debby Erickson; michael.watson@sos.ms.gov; Timaka James-Jones; Jay Ashcroft; Batina Dodge; Dana Corson; cisco@sos.nv.gov; tami.spero@humboldtcountynv.gov; Patricia Piecuch; robertd@pointing.com; Linda Von Nessi; Mandy.Vigil@state.nm.us; C.J. Garrison; Douglas Kellner; bret.kelly@ncsbe.gov; Michael.Dickerson@mecklenburgcountync.gov; ejohnsrud@co.mckenzie.nd.us; Brian Sleeth; Kori House; Norma Figueroa Morales; beredondo@cee.pr.gov; LR Booth; mark.goins@tn.gov; Diane Meadows; kingram@sos.texas.gov; Heather Hawthorne; Will Senning; Sandra Pinsonault; lhendricks001@hotmail.com; Lori Larsen; meagan.Wolfe@wi.gov
CC: Thomas Hicks; Donald Palmer; Benjamin Hovland; Christy McCormick; Steven Frid; Amanda Joiner; Kristen Muthig; Karen Meyers; Robin Sargent
Subject: Reminder Action Required - EAC Standards Board Annual Meeting RSVP & Travel Info

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Hello Standards Board Members,

There is 1 week remaining to RSVP for the Annual Meeting in Phoenix, AZ. Submit your RSVP via the following link by **COB on Wednesday, March 29:** <https://survey.alchemer.com/s3/7254493/Standards-Board-2023-Annual-Meeting>. Please let us know if you have any trouble accessing the survey or have any questions. We hope to see you all in Phoenix next month!

Thank you,
Kim

Kimberly Smith | Alternate Designated Federal Officer (ADFO), EAC Standards Board
U.S. Election Assistance Commission
633 3rd Street NW, Suite 200 | Washington, DC 20001
www.eac.gov

From: Kimberly Smith
Sent: Wednesday, March 15, 2023 2:46 PM
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Cc: Thomas Hicks <THicks@eac.gov>; Donald Palmer <DPalmer@eac.gov>; Benjamin Hovland <bhovland@eac.gov>; Christy McCormick <CMcCormick@eac.gov>; Steven Frid <SFrid@eac.gov>; Amanda Joiner <ajoiner@eac.gov>; Kristen Muthig <KMuthig@eac.gov>; Karen Meyers <KMeyers@eac.gov>; Robin Sargent <rsargent@eac.gov>

Subject: Action Required - EAC Standards Board Annual Meeting RSVP & Travel Info
Importance: High

Hello Standards Board Members,

The EAC is excited to invite Standards Board members to the first in-person annual meeting since 2019! Please **RSVP by Wednesday, March 29 via the Standards Board 2023 Annual Meeting RSVP and Traveler Info survey:** <https://survey.alchemer.com/s3/7254493/Standards-Board-2023-Annual-Meeting>. A preview of the survey is attached to assist you in completing the information requested. Important information about the meeting and travel are outlined below.

Meeting Dates: The Board will meet for a full day on Tuesday, April 18 and a half day on Wednesday, April 19 (a copy of the draft agenda is attached). Additionally, we have arranged optional events for the afternoon of Monday, April 17 and Wednesday, April 19 for those members who can attend. Information on the optional events will be provided separately.

Meeting Location: [Hyatt Regency Phoenix](#). The EAC has a reservation block at the meeting site. Please respond to the above linked survey by **Wednesday, March 29** to be included in the block. After this date, rooms may not be available. Room and tax will be billed directly to the EAC. A credit card for miscellaneous expenses is required upon check-in. Cancellation notification must be submitted by **COB Monday, April 3**.

Travel Arrangements: Once you RSVP 'Yes' via the survey, you will receive the instructions and forms to establish an Invitational Traveler account with our Federal travel agency, Concur Travel. You will not be able to book travel or receive reimbursement until your account is established.

Expenses Covered: The EAC covers travel expenses to/from the meeting for members traveling distances more than fifty (50) miles from the meeting location. Covered expenses include:

- Roundtrip airfare and first checked baggage fee upon departure and return. Flights are paid directly by the EAC.
- Hotel for April 17 and 18. Lodging for members with extended travel requirements are handled on an individual basis.
- Daily per diem to cover meals not provided by the EAC and incidental expenses (M&IE)
 - Travel day per diem: \$51.75
 - Non-travel day per diem: \$69.00
- Ground transportation (i.e., metro, bus, taxi, Lyft, Uber), hotel/airport parking, and mileage incurred by privately-owned vehicle up to the constructed government contract carrier fare.

Car rental is at traveler's own expense.

If you have any questions about the survey or arranging your travel, please let me know. The EAC thanks you for your service and participation on the Standards Board. We are looking forward to seeing you in Phoenix!

Best,
Kim

Kimberly Smith | Alternate Designated Federal Officer (ADFO), EAC Standards Board
U.S. Election Assistance Commission
633 3rd Street NW, Suite 200 | Washington, DC 20001
www.eac.gov

From: Hamlin, Shane
Sent: Friday, March 24, 2023 3:34 PM AKDT
To: Hamlin, Shane
CC: Haas, Ericka; Whitt, Sarah
Subject: NEW/CURRENT ERIC Bylaws and Membership Agreement
Attachments: Summary - February and March 2023 ERIC Bylaw and Membership Agreement Amendments.pdf, ERIC Bylaw-MA Amendments 3-17-23 Amendments FINAL FOR PUBLICATION.pdf
Importance: High

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

****Sent to the ERIC Membership and Secondary Points of Contact****

ERIC Members,

Please find attached your bylaws and membership agreement as amended by your actions on February 19, 2023, and March 17, 2023. This version is also available on our website, [here](#). For your ease of reference and understanding, I also attached a summary of the changes you adopted. I hope the summary document is helpful and useful for a variety of purposes.

As always, please let me know if you have any questions.

Thank you,

-Shane

Shane Hamlin | Executive Director
ERIC | Electronic Registration Information Center
1201 Connecticut Ave NW, Suite 600
Washington, DC 20036
(202) 695-3464

www.ericstates.org



Member-Approved Changes to ERIC's Bylaws and Membership Agreement March 24, 2023

On February 19, 2023, and on March 17, 2023, the ERIC Membership voted to approve "Operational Enhancement" and "Reform Proposal" amendments to its bylaws. On March 17, 2023, the ERIC Membership voted to approve "Operational Enhancement" amendments to its membership agreement. These amendments were summarized, and set forth in full, in a memo distributed to all members on February 8, 2023.

What changes were adopted? When do the changes take effect?

The following is a high-level summary of the approved amendments. For additional information on the proposed changes, refer to the attached modified February 8, 2023, memo. This memo has been modified to note which of the proposed amendments were adopted. As per Section 13 of the Membership Agreement, the approved amendments took effect immediately upon approval.

ERIC Bylaws

- **Repealed non-voting board seats and related language.** The ERIC Board of Directors now consists exclusively of state election officials, as designated by each member's Chief Election Official, and the Executive Director of ERIC. The Executive Director has always served as a non-voting, ex-officio member, and is considered an officer of the board.

ERIC Membership Agreement

- **Repealed obsolete data-related provisions.** Sections repealed referred to data members do NOT submit to ERIC and that ERIC does NOT have. These included, but were not limited to, data referred to as "State Agency Records" and "Performance Data."
- **Strengthened and clarified the data protection provisions.** New Section 3 defines key terms such as "ERIC Reports" and "Third-Party Data"; identifies the legal basis for protecting each ERIC report; and clarifies member obligations and ERIC's obligations regarding the use and protection of ERIC reports, Member Data, Third Party Data, and ERIC Information.
- **Sets deadlines to facilitate a more efficient process for acting on the Voter Participation Reports.** New Section 5 now requires members who request a Voter Participation Report to submit the data used to generate the report by 90 days after the applicable Federal General Election is certified, and they must refer all credible cases of illegal voting to the appropriate law enforcement authorities by December 31 of the year following the applicable Federal General Election or 180 days after receipt of the final Voter Participation Report, whichever is later.





MODIFIED March 24, 2023, to note which amendments were approved.

Proposed Amendments to ERIC's Bylaws and Membership Agreement

CONFIDENTIAL | pre-Decisional

February 8, 2023

Background

Since the last major revision to ERIC's Bylaws and Membership Agreement (governing documents) in November 2018, ERIC's Executive Director has been documenting and developing updates to ERIC's governing documents. Some of these are minor "housekeeping" changes, others would align ERIC's governing documents with operational reality – how various provisions work in the "real world" based on what the organization has learned since it was launched in 2012. Other changes are more substantial, though none would alter ERIC in a fundamental way. Critical among these are amendments that would strengthen and clarify the data protection provisions in the Membership Agreement. These are rooted in efforts of the Data Privacy Workgroup, which met in 2019 and who's worked was continued by the Executive Director and counsel thereafter. Finally, the Voter Participation Workgroup, formed in the Spring of 2022, made recommendations for improving the Voter Participation Report process. These recommendations are also reflected in the proposed amendments that follow.

For the purposes of this Executive Summary, all the above-referenced proposed changes, as well as other proposed amendments noted herein, are referred to as "Operational Enhancements."

In July 2022, a subset of ERIC members asked the membership to consider several "reform" proposals to ERIC's governing documents, including:

1. Repealing non-voting seats on the ERIC Board of Directors. (Bylaws)
2. Making the Eligible but Unregistered Report optional. (Membership Agreement)
3. Requiring all Members to submit voting history data for the Voter Participation Reports/request the reports. (Membership Agreement)
4. Strengthening list maintenance report requirements to more clearly align with the National Voter Registration Act. (Membership Agreement)
5. Clarifying and strengthening data privacy and protection provisions. (Membership Agreement)

The ERIC Executive Committee formed a workgroup¹ to evaluate the proposals and make recommendations to the board. The workgroup met seven (7) times between September 2022 and February 2023, engaging in a deliberative and thoughtful process throughout this months-long effort.

For the purposes of this Executive Summary, any of the above-referenced reforms included in the proposed amendments summarized herein are referred to as "Reform Proposals."

¹ Workgroup Members: Executive Committee - Chair Mandy Grandjean (OH), Vice Chair Jonathan Brater (MI), Treasurer Heidi Burhans (IA), Secretary David Maeda (MN), Committee Member Chrissy Peters (MO), and Committee Member Jonathan Marks (PA). Member Representatives Judd Clay Helms (AL), Choate (CO), Blake Evans (GA), and Mandy Vigil (NM).



Workgroup Recommendation:

The workgroup recommends the ERIC Membership approve the following:

- 1. Reform Proposal amendments that 1) repeal the non-voting seats on the Board of Directors, and 2) modify ERIC report requirements.** To summarize the changes to the reports at a high level, under the proposed model, all members, whether new or existing, must take each of the following reports at least once: cross-state movers, in-state movers, in-state duplicates, deceased report, eligible but unregistered report, and the voter participation report (unless a member is unable to certify that it can protect the data in the voter participation report under state law). After a member has taken and acted upon each of these reports once in accordance with the timelines laid out in the proposed provision, the member may request ERIC reports on a schedule of its choosing (if at all), in consultation with ERIC, and act on them as set forth in the draft provision. ERIC must annually publish a report detailing each Member's use of the ERIC reports for the preceding year.
- 2. The Operational Enhancement amendments to the Membership Agreement that 1) update and clarify data privacy and protection provisions in Section 4, 2) repeal Section 3 – Other Agency Data, and 3) repeal Section 8 and Exhibit C - Performance Data.**

The Executive Director also requests the board approve other Operational Enhancement amendments. These are generally housekeeping in nature and not substantive.

The above referenced amendments are summarized below. The amendments are set forth in full as attachments to this document—a “clean” version incorporating all of the proposed amendments and a “compare” version that highlights the proposed changes.

It is vital you read and discuss internally this Executive Summary and the attached proposed amendments. amendments. versions of ERIC's governing documents. All three documents are intended to be read together.

Requirements for amending ERIC's Bylaws and Membership Agreement.

ERIC Bylaws, Article VI, Section 5 specifies the requirements for amending the Bylaws and Membership Agreement, as follows:

“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.”

ERIC currently has 33 members. A motion to adopt amendments to the Bylaws requires 22 “yes” votes. A motion to adopt amendments to the Membership Agreement require 27 “yes” votes.





Executive Summary

The following summarizes the proposed amendments to ERIC’s governing documents. This summary identifies the relevant section of these documents, identifies the category of the amendment, and provides a brief statement describing the nature of the change. This summary is only a guide. As such, it is necessary to read it alongside the attached proposed amended “clean” and “compare” versions of the Bylaws and Membership agreement for the authoritative and complete language of each proposed provision.

Proposed Amendments to the Bylaws

ALL THE FOLLOWING PROPOSED AMENDMENTS TO THE BYLAWS WERE APPROVED

In addition to harmonizing and clarifying revisions, the proposed amendments do the following:

1. Article II: Members (Operational Enhancement)
 - a. Strike unnecessary references to “ERIC” and other outdated verbiage.
 - b. Clarify the Membership Fee is “nonrefundable,” as it always has been.
2. Article III: Board of Directors (Reform Proposal, Operational Enhancement)
 - a. Repeal Sec. 3: Non-voting Seats on Board of Directors.
 - b. Strike unnecessary references to “ERIC” and other outdated verbiage.
3. Article IV: Committees (Reform Proposal, Operational Enhancement)
 - a. Repeal a reference to “non-voting members of the board of directors.”
 - b. Allow elected member of the Finance Committee to serve up to three, instead of two, consecutive one-year terms.
4. Article V: Officers, Agents and Employees (Operational Enhancement)
 - a. Repeal vague reference to performance data. Note that repeal of performance data requirements is proposed as part of amendments to the Membership Agreement.
5. Article VI: Miscellaneous (Operational Enhancement)
 - a. Emphasize ERIC’s commitment to privacy is rooted in and complies with federal law.

Proposed Amendments to the Membership Agreement

1. **APPROVED** Recitations/ “Whereas” clauses (Operational Enhancement)
 - a. Clarify ERIC’s purpose is to improve voter registration in the U.S.
 - b. Remove obsolete references to “local government units” and “on at least a monthly basis” to describe the frequency of when ERIC will provide reports.
2. **APPROVED** Section 2: Voter Files and Motor Vehicle Records (Operational Enhancement)
 - a. Clarify definition of “Member Data” to include voter registration data and Motor Vehicle Department (MVD) data.





- b. Remove allowance/process for members to submit alternative data sources in lieu of MVD data.
 - c. Clarify members may request more than one extension of the grace period to submit required data.
 - d. *Note:* Does NOT change current requirements to upload voter registration and MVD data at least once every sixty (60) days.
3. **APPROVED** Section 3: State Agency Records (Operational Enhancement)
- a. Repeals this section. No member submits data from other agencies. ERIC has determined other agency data presents significant policy and technical challenges that cannot be mitigated at this time.
4. **APPROVED** Section 4: Privacy; Use of Data (Operational Enhancement)
- a. This provision has been substantially re-written to align with ERIC’s longstanding approach to managing requests for reports and other information relating to ERIC. Well before the July 2022 reform proposals, ERIC had been working toward proposing amendments to the data privacy provisions. In June 2022, as part of this effort, ERIC updated its FAQs to outline its approach to protecting ERIC reports. Consistent with the FAQs, the proposed amendments are intended to accomplish several goals, including defining key terms such as “ERIC Reports” and “Third-Party Data”; identifying the legal basis for protecting each ERIC report; and clarifying member obligations and ERIC’s obligations regarding the use and protection of ERIC reports.
5. **NOT APPROVED** Section 5: State Voter Registration Systems (Reform Proposal [As Modified by the Workgroup])
- a. New preamble – explicitly identifies the purposes of the reports ERIC provides and better explains what ERIC does/why active use of ERIC is important.
 - b. Modifies existing requirements for requesting ERIC Reports
 - i. Requires new members to use all ERIC reports at least once. Sets a deadline for compliance.
 - ii. Requires current members to use any ERIC report they have not yet utilized. Sets a deadline for compliance.
 - iii. Permits a current member that has used all ERIC Reports at least once to request subsequent reports at its discretion, if at all. In essence, all reports become available “a la carte” style, subject to the specific requirements for each report.
 - iv. Any new or current member that cannot comply with the Voter Participation Report affirmation requirements is ineligible to receive the report and will not submit voting history data for the report. After using at least one Voter Participation Report, current members are not required to request this report or upload voter history data for the report.
 - v. The National Change of Address report remains optional and is excluded from the above requirements.
 - c. Modifies existing requirements and deadlines for acting on ERIC Reports



- i. Specifies what actions a member must take on each ERIC report.
 - ii. Sets deadlines for taking the specified actions.
 - iii. Requires members to certify compliance with these requirements.
 - d. Establishes a new requirement to provide “Accountability and Transparency.”
 - i. Requires ERIC to publish an annual report that summarizes each member’s utilization of the ERIC Reports for the preceding calendar year. The first report must be published in 2025.
 - ii. At a minimum, for each Member, the report must disclose the total number of ERIC reports requested, the specific reports requested, and the frequency by which such reports were requested throughout the preceding calendar year.
 - e. Modifies existing requirements for certifying compliance with ERIC Report requirements.
 - i. Requires the Executive Director to establish a process and deadline for certifying compliance. (The current compliance process is unmanageable and does not work well for ERIC or the members.)
 - ii. Establishes a new requirement that members certify compliance with the requirements for acting on the Duplicates and Deceased reports.
 - iii. Permits member staff other than the designated Member Representative to certify compliance.
 - f. Modifies existing process for deadline extensions.
 - i. Establishes a revised process and deadlines for requesting extensions to request, act on, and certify compliance with the requirements for each type of ERIC Report.
 - g. Modifies process and requirements regarding failure to request, act on, or certify compliance.
 - i. Creates a process to mitigate the risk a new member is automatically removed for unintentionally failing to request a report (and, therefore, act on it and certify compliance).
 - ii. Creates a process to address current members that fail to act on a report or certify compliance. This process accommodates the new proposed “a la carte” report request model available to members that have requested all available ERIC reports at least once.
 - h. Repeals existing provisions that require members to “use” “best efforts” to offer provisional ballots, provide online voter registration, and to “more fully” automate agency-based voter registration.
- 6. Section 6: Voter Participation Data (Reform Proposal [As Modified by the Workgroup], Operational Enhancement)
 - a. **NOT APPROVED** Revises this section to conform with proposed changes to ERIC Report requirements summarized above.



- b. **APPROVED** Adds deadlines for submitting voter history data and completing internal investigations, as recommended by the Voter Participation Workgroup (Spring of 2022).
7. **APPROVED** Section 8. Performance Data (Operational Enhancement)
- a. Repeals this section. The intent of this section, and the accompanying Exhibit C, was to collect data over time that could be used to evaluate whether membership in ERIC improves voter registration and increases efficiencies in the voting process. ERIC is not collecting these data and several of the data points in Exhibit C are already reported to the U.S. Elections Assistance Commission for its “Election Administration and Voting Survey.” Program evaluation remains a vital goal and ERIC should develop and collect an updated set of performance data points in the future. Until then, repealing this section and the accompanying Exhibit align the Membership Agreement with operational reality.
8. **APPROVED** Section 9. State Specific Requirements (Operational Enhancement)
- a. Edited reference to the Exhibit designation in light of proposed repeal of Section 8 and its accompanying Exhibit.
9. **APPROVED** Section 16. Communications; Notices. (Operational Enhancement)
- a. Repeal requirement to maintain and distribute roster of Notice Details for each Member.
10. **APPROVED** Section 17. Counterparts. (Operational Enhancement)
- a. Clarifies the Membership Agreement may be signed via electronic signatures, as has always been the case.
11. **APPROVED** Exhibits A & B (Operational Enhancements)
- a. Revise membership signature page to ease completion of the form.
 - b. Modify high-level summary of the data fields that must be submitted to ERIC, reflecting more accurately the data ERIC receives. More detailed technical specifications, including data fields that must be included are provided to members as part of the technical onboarding process.

Updates: March 28, 2014; May 21, 2015; October 28, 2015; December 16, 2016; November 30, 2018; February 3, 2020; June 3, 2022; February 19, 2023; March 17, 2023

ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

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Updates: March 28, 2014; May 21, 2015; October 28, 2015; December 16, 2016; November 30, 2018; February 3, 2020; June 3, 2022; February 19, 2023; March 17, 2023

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Updates: March 28, 2014; May 21, 2015; October 28, 2015; December 16, 2016; November 30, 2018; February 3, 2020; June 3, 2022; February 19, 2023; March 17, 2023

ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

BYLAWS

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, 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 Executive Director who shall, in turn, notify the Membership.

Section 2. Admission of Members. Any jurisdiction seeking membership shall apply to the Executive Director. 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 Board of Directors, 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.

Section 4. Membership Fee. Upon admission and execution of the Membership Agreement, each member shall pay a one-time, non-refundable Membership Fee of \$25,000 to the

Corporation. With respect to individual members, the schedule for payment of the Membership Fee may be modified by the Board of Directors.

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 of Directors. The Dues Schedule may be amended, modified, or substituted by a vote of the Membership, however, the schedule for payment of dues by individual members may be modified by the Board of Directors. 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 Membership 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 Executive Director, who shall, in turn, notify the Membership. 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 Membership 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 herein or in the Membership Agreement. Such automatic removal shall be effective upon written notice by the Chair of the Board of Directors and/or the 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 Board of Directors. The Board of Directors 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 Board of Directors for 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 Board of Directors. The annual meeting 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 Board of Directors for annual and regular meetings and in the notice of meeting for special meetings. The Board of Directors 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 Membership shall be published following 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, in the case of public meetings, 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, a majority of the entire Membership, or upon request of the Executive Director. 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. The Member Representative shall provide written notice to the Executive Director of the proxy within a reasonable period of time in advance of the meeting of the members.

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. Appointment of Directors. All members of the Corporation have a right to appoint their Member Representative to serve as a director on the Board of Directors. Upon admission to Membership under Article II, Section 2 or in the event of a vacancy, member shall inform the Executive Director in writing whether it wishes to have its Member Representative serve or continue to serve on the Board of Directors. Declining to have a Member Representative serve on the Board of Directors shall have no effect on the Member's other rights under these Bylaws, and such member shall have the right to appoint or reinstate their Member Representative to the Board of Directors at any time by providing written notice to the Executive Director who shall, in turn, notify the Board of Directors.

Section 3. 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 4. 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 of Directors.

Section 5. Vacancies. If a Member Representative position on the Board of Directors becomes vacant for any reason including resignation or removal, the chief election official shall appoint a replacement in accordance with Article II, section 1 and shall notify the Executive Director in writing whether it wishes to have its replacement Member Representative serve as a director on the Board of Directors.

Section 6. 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 of Directors shall be held at such times as may be fixed by the Board of Directors. Special meetings of the Board of Directors may be held at any time whenever called by the Chair of the Board, two or more directors, or the Executive Director. Any Member Representative who is not a director may attend any meeting of the Board of Directors.

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 of Directors for annual and regular meetings and in the notice of meeting for special meetings. Minutes of any meeting of the Board of Directors shall be published following the meeting.

Section 7. Notice. Annual and special meetings of the Board of Directors 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 8. 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 of Directors. Directors are not permitted to give a proxy to someone to act on his or her behalf with respect to actions of the Board of Directors.

Section 9. 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 of Directors 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 of Directors or such committee shall be filed with the minutes of the proceedings of the Board of Directors 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 10. 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) approve or remove members; d) elect or remove officers; e) remove directors; 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, except with respect to quorum. In the absence of a contrary provision established by the Board of Directors, 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 of Directors, and the Executive Director shall serve as a non-voting member of the Executive Committee (collectively

the “*ex officio* members”). Vacancies in the *ex officio* membership of the Executive Committee shall be addressed in accordance with Article V.

(b) Elected Membership: In addition to the *ex officio* members, until the Membership reaches thirty-four, the Executive Committee shall include two voting members of the Board of Directors elected by the Board of Directors. When the Membership reaches thirty-five, the number of voting members of the Board of Directors serving on the Executive Committee shall increase to four, with the election of the additional members occurring within a reasonable time following the admission of the thirty-fifth member. Such committee members shall serve in this capacity for terms of one year, not to exceed two consecutive one-year terms. In the event of a vacancy among the elected membership of the Executive Committee, in accordance with subsection d below, the Executive Committee shall take reasonable steps to propose a replacement to fill the unexpired term of his or her predecessor.

(c) Chair of Executive Committee: The Chair of the Board of Directors 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 of Directors, 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 of Directors a slate of candidates for officer positions and elected members of the Executive and Finance Committees, including in the event of a vacancy, and the Executive Director; and, in consultation with the Finance Committee, reviewing the compensation and performance of 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 two or more of its members. Actions of the Executive Committee shall be reported to the Board of Directors.

Section 7. Finance Committee.

(a) Ex Officio Membership: The Finance Committee shall consist of the Treasurer and Secretary of the Board of Directors, and the Executive Director shall serve as a non-voting member of the Finance Committee (collectively, the “*ex officio* members”). Vacancies in the *ex officio* membership of the Finance Committee shall be addressed in accordance with Article V.

(b) Elected Membership: The Finance Committee shall include one voting member of the Board of Directors elected by the Board. This committee member shall serve in this capacity for terms of one year, not to exceed three consecutive one-year terms. In the event the voting member position on the Finance Committee becomes vacant, in accordance with subsection d below, the Executive Committee shall take reasonable steps to propose a replacement to fill the unexpired term of his or her predecessor.

(c) Chair of Finance Committee: The Treasurer shall be the Chair of the Finance Committee.

(d) Role and Powers of Finance Committee: Except as set forth in Article IV, Section 1 above, or as otherwise proscribed by the Board, the Finance Committee shall have the authority to exercise all powers of the Board of Directors between meetings of the Board. The Finance Committee will assist the Board of Directors with its financial oversight responsibilities including reviewing and recommending approval of the annual operating budget; reviewing periodic financial reports; and overseeing the management of financial assets and audits. The Finance Committee shall hold regular meetings at such times as it shall determine and special meetings as requested by any of its members. Actions of the Finance Committee shall be reported to the Board of Directors.

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, the Executive Director, and may include such other officers as may be deemed necessary.

Section 2. Term of Office, Vacancies and Removal. The officers, other than the Immediate Past Chair and the Executive Director, shall be elected by the Board of Directors from among its membership at the annual meeting of the Board. The Board of Directors 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 terms of one year, until the next annual meeting of the Board of Directors 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 of Directors may fill such vacancy. Any officer so appointed or elected shall serve only until such time as the unexpired term of his or her predecessor shall have expired unless re-elected by the Board of Directors. Any officer may be removed by a vote of the majority of the entire Board of Directors 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 of Directors.

(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 and members, 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 oversee the custody of the corporate seal of the Corporation, if any; and shall have authority to affix or cause to be affixed the same to any instrument requiring it; and, when so affixed, it may be attested by his or her signature. The Board of Directors 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 be chair of the Finance Committee. The treasurer shall oversee 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 or cause to be deposited 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 of Directors, the Treasurer shall render or cause to be provided a statement of accounts. The Treasurer shall at all reasonable times exhibit or cause to be exhibited the books and accounts to any officer or director of the Corporation, and shall perform or cause to be performed all duties incident to the office of Treasurer, subject to the supervision of the Board of Directors, and such other duties as shall from time to time be assigned by the Board. The Treasurer shall, if required by the Board of Directors, 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 of Directors; report on the progress of the Corporation's activities, 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 of Directors 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 of Directors 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 in the custody of the Executive Director (1) correct and complete books and records of accounts, (2) minutes of the proceedings of its Board of Directors and members, 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, in accordance with federal law.

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 improvements to voter registration in the United States; and

WHEREAS, ERIC seeks to lessen the burdens of government by facilitating the collaboration of states 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 in furthering its charitable and educational purposes by such states becoming members of ERIC and furnishing voter registration and other data to help ERIC understand the needs of states with respect to their use of voter registration systems, and assist state 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 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 Director 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 Registration Data and Motor Vehicle Department Data.
 - 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.

EXHIBIT A

- b. Within sixty (60) days of the Certification Date, and at least every sixty (60) days thereafter, the Member shall transmit the following data to ERIC: (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 (“Voter Registration Data”), and (2) all licensing or identification records from motor vehicles departments (excluding those fields unrelated to voter eligibility, such as fields related to an individual’s driving record), including those fields identified in Exhibit B (“MVD Data”). Voter Registration Data and MVD Data shall be collectively referred to as “Member Data.” 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.
 - c. 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. Member may submit written requests to the Executive Director of ERIC for reasonable extensions of the grace period deadline if Member is unable to upload Member Data 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. If a grace period expires without a transmission to ERIC of Member Data from the Member, the Member shall be *automatically removed* from membership in accordance with the Bylaws.
3. Protection of ERIC Reports, Member Data, Third-Party Data, and ERIC Information.
- a. Definitions. The following definitions pertain to this Section and the Agreement as a whole.
 - i. ERIC Reports: Using Member Data (defined in Section 2 of this Agreement) and, in some cases, data from third-party sources, ERIC makes the reports described below available to its Members. These reports, in whole or in part, shall be collectively referred to in this Agreement as “ERIC Reports.”
 - A. **Eligible but Unregistered Report:** This report identifies individuals who appear to be eligible to register to vote in a member state but who do not appear to be registered. This report contains MVD Data and Voter Registration Data.
 - B. **Cross-State Movers Report:** This report identifies voters who appear to have moved from one ERIC member state to another ERIC member state. This report contains MVD Data and Voter Registration Data.

EXHIBIT A

- C. **In-State Movers Report:** This report identifies voters who appear to have moved within the member state or who have updated their contact information. This report contains MVD Data and Voter Registration Data.
- D. **Duplicate Report:** This report identifies voters with duplicate registrations within the member state. This report contains Voter Registration Data. MVD Data is used to help strengthen the matches identified in this report but is not contained in the report.
- E. **Deceased Report:** This report identifies voters who may have died. This report is created using Social Security death data known as the Limited Access Death Master File (“LADMF”). This report contains Voter Registration Data that matches the LADMF Data. MVD Data is used to help strengthen the matches identified in this report but is not contained in the report.
- F. **Voter Participation Report:** This report identifies voters who appear to have voted (1) more than once in the Member jurisdiction in the same election, (2) in more than one Member jurisdiction in the same election, or (3) on behalf of a deceased voter within the Member jurisdiction. This report contains MVD Data and Voter Registration Data. In addition, this report contains voter history data.
- G. **National Change of Address (NCOA) Report (“NCOA Report”):** This report identifies voters who have moved using NCOALink data ERIC licenses from the United States Postal Service (“USPS”). There is no Member Data contained in this report.
- ii. Third-Party Data: The LADMF data and the NCOALink data ERIC uses to create the Deceased Report and the NCOA Report, respectively, is collectively referred to herein as “Third-Party Data.”
- iii. ERIC Information: Information relating to ERIC other than ERIC Reports, Member Data or Third-Party Data is collectively referred to herein as “ERIC Information.” By way of illustration only, ERIC Information includes, but is not limited to, ERIC governing documents, membership dues invoices, communications between the Member and ERIC, ERIC’s Information Security Management Plan, and documentation of ERIC’s federal tax-exempt status.
- iv. Records Request(s): All requests to members for ERIC Reports, Member Data, Third-Party Data or ERIC Information, including but not limited to requests that invoke state public records laws or the National Voter Registration Act (“NVRA”), to which a member believes it has a legal

EXHIBIT A

obligation to respond or comply with shall be collectively referred to in the Agreement as “Records Request(s).”

- b. Member Representations.
 - i. Member represents and warrants that the transmission of Member Data to ERIC or ERIC’s agents, contractors or subcontractors required under this Agreement and its use of ERIC Reports is and shall continue to be conducted in compliance with applicable state, federal and local laws, rules, and regulations.
 - ii. Member shall not use, transmit, sell, or disclose any ERIC Reports, Member Data, Third-Party Data or ERIC Information for any purpose other than the administration of elections under state or federal law, supporting the operations of ERIC, and responding to Records Requests consistent with the terms of this Agreement.
 - iii. Member shall use its best efforts to prevent the Unauthorized Disclosure (defined in subsection (g)(i) below) of ERIC Reports, Member Data, Third-Party Data, or protected ERIC Information.
- c. Confidentiality of ERIC Reports. The Member agrees that the federal statutes and regulations identified below (“Federal Protections”) protect and prohibit the disclosure of certain ERIC Reports, Member Data, and Third-Party Data. The Member agrees to prevent disclosure of and otherwise protect the ERIC Reports, Member Data, and Third-Party Data in accordance with the Federal Protections, including when responding to Records Request(s), as more fully set forth below.
 - i. Driver’s Privacy Protection Act (“DPPA”): MVD is protected from disclosure under the DPPA, 18 U.S.C. § 2721 *et seq.*, unless a statutory exception applies.
 - ii. LADMF Regulations: LADMF data is protected from disclosure under Section 203 of the Bipartisan Budget Act of 2013, 42 U.S.C. § 1306c, and associated regulations administered by the National Technical Information Service, 15 CFR Part 1110 (“LADMF Regulations”), during the three-calendar year period starting from the date of death. The National Technical Information Service has certified ERIC to receive LADMF data, which ERIC uses to prepare Deceased Reports for Members.
 - iii. NCOALink Regulations: The NCOALink data used to create the NCOA Report is generally protected from disclosure pursuant to ERIC’s license agreement with the USPS. The license agreement is expressly subject to and derived from federal statutory privacy provisions under the Nondisclosure

EXHIBIT A

of Lists of Names and Addresses Act, 39 U.S.C. § 412 and the Privacy Act, 5 U.S.C. § 552a (“NCOALink Regulations”).

- d. Release of ERIC Reports, Member Data, and Third-Party Data.
 - i. In accordance with the Federal Protections enumerated above, Member shall not release or disclose the following Reports in whole or in part:
 - A. **Cross-State Movers, In-State Movers, and Eligible but Unregistered Reports**, unless a valid DPPA statutory exception applies;
 - B. **Deceased Reports** or data contained therein during the three-year period of protection described above, unless the requestor is a “certified person” as set forth in the LADMF Regulations;
 - C. **NCOA Reports**; or
 - D. **Voter Participation Reports**, which, in addition to the Federal Protections, and as set forth above are prohibited from release under state law.
 - ii. In accordance with Federal Protections above, Member is permitted to release the following ERIC Reports:
 - A. **In-State Duplicate Report**; and
 - B. **Deceased Report** or data contained therein after the expiration of the three-year period of protection for the LADMF data described above.
- e. Process for Managing of Records Requests for ERIC Reports, Member Data, Third-Party Data, and ERIC Information.
 - i. When a Member receives Records Request(s) for ERIC Reports, Member Data, Third-Party Data or ERIC Information, Member shall notify and confer with the ERIC Executive Director before releasing any information in response to the Records Request(s). The purpose of this requirement is to advance the goals of (a) fostering open communication between ERIC and its Members regarding the disclosure of information relating to ERIC in accordance with this Agreement and the Federal Protections; (b) creating consistency across the Membership with respect to the handling of the release of information relating to ERIC; (c) allowing for the case-by-case assessment of requests, including whether the request is for information that

EXHIBIT A

might legally be protected from disclosure on grounds other than those outlined in subsection (c).

- ii. Member shall not have an obligation under this Agreement to release an ERIC Report, Member Data, Third Party Data or ERIC Information in response to Records Request(s) even if authorized to do so under the Agreement, including, by way of example and not limitation, if the Member determines that doing so would violate an applicable law in Member's jurisdiction.

f. ERIC Representations.

- i. ERIC represents and warrants that it does not and shall not use or transmit any ERIC Reports, Member Data, Third-Party Data or ERIC Information for any purpose other than providing services to its Members. ERIC's services to its members include, but are not limited to, undertaking research projects with the assistance of third-parties to help evaluate and assess ERIC, provided that such research is in accordance with its status as a non-partisan organization exempt from federal taxation under 501(c)(3) of the Internal Revenue Code. Before undertaking any such research project, the ERIC Executive Director shall obtain the approval of the Board. ERIC's services may also include responding to requests for information from third-parties.
- ii. ERIC represents and warrants that it does and shall use its best efforts to prevent an ERIC Unauthorized Disclosure (defined in subsection (g)(ii)) of ERIC Reports, Member Data, Third-Party Data or protected ERIC Information.
- iii. If ERIC receives a request from a third-party for ERIC Reports, Member Data, Third-Party Data or ERIC Information, ERIC will generally refer the requestor to the relevant member(s), understanding that ERIC may provide the requestor with public information such as information relating to its status as a 501(c)(3) public charity. If ERIC otherwise determines it is legally obligated to respond directly to a third-party information request, it will do so in accordance with subsections (c) and (d), after first notifying the Executive Committee.

g. Unauthorized Use or Disclosure of Data.

- i. Member: Should there be an unauthorized or impermissible use, access, acquisition, or disclosure or transmission of an ERIC Report, Member Data, Third-Party Data or protected ERIC Information, regardless of whether it is accidental or intentional (for example, Member intentionally sells,

EXHIBIT A

distributes, publishes or uses an ERIC Report for a purpose other than election administration, including a commercial purpose) or by a third party (collectively, “Unauthorized Disclosure”), Member shall, take the following steps:

1. **Notice to ERIC:** Member shall report to the Executive Director of ERIC immediately upon learning of any Unauthorized Disclosure. ERIC will notify the entire Membership of the Unauthorized Disclosure within a reasonable period of time thereafter, but no less than as required under federal or state law.
 2. **Member Legal Management of Unauthorized Disclosure:** Where applicable, Member shall address the Unauthorized Disclosure in accordance with law and keep the ERIC Executive Director reasonably apprised of its efforts to do so and its progress.
 3. **ERIC Remediation Process:** Within ninety (90) days of ERIC receiving notice of the Unauthorized Disclosure, Member shall (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, provide 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 (or at a subsequent meeting as determined by the Executive Director of ERIC, in consultation with the Board Chair), following the Member’s compliance with sub-sections (a) and (b) above, the Board 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) 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 or losses related to or stemming from the Unauthorized Disclosure.
- ii. Notice of Unauthorized Disclosure of Data/Indemnification-ERIC: Should there be an unauthorized disclosure of Member Data, Third-Party Data, or ERIC Reports by ERIC, whether accidental or intentional or the responsibility of a third party (“ERIC Unauthorized Disclosure”), ERIC shall immediately give notice to Members and take such other steps as required by law, insurance policies, and its incident response plan. ERIC shall keep the membership reasonably apprised of the steps it is taking to

EXHIBIT A

address the ERIC Unauthorized Disclosure. 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 attributable to a negligent act or omission by ERIC, capped at the limit of any applicable ERIC insurance policy.

- h. Miscellaneous. This provision 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.
4. 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

EXHIBIT A

December 1 falls on a weekend, the next business day) following the Federal General Election, the Member Representative shall provide 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 91st 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*.

5. Voter Participation Reports.

- a. ERIC recognizes that the appearance of illegal voting, allegations of illegal voting, and actual illegal voting undermines public confidence in the electoral process and election outcomes. ERIC can be a tool to identify potentially illegal votes and refer them to Members for further investigation consistent with each state's laws. For the purposes of this Agreement, "illegal votes" means votes cast by an individual who may have voted more than once in the Member jurisdiction at the same election,

EXHIBIT A

voted in more than one Member jurisdiction at the same election, or voted on behalf of a deceased voter within the Member jurisdiction.

Upon the written request of a Member Representative, ERIC shall provide the Member with data identifying voters who appear to have cast improper votes in a preceding election. Members shall not be required to request these data. Use or acceptance of these data shall not be a condition of membership.

- b. To receive the Voter Participation Report, Members must submit a written request to the Executive Director at least 30 calendar days before the applicable election. In the written request, the Member must: (1) specify the election for which it requests data identifying voters who appear to have cast improper votes, (2) affirm that it will submit to ERIC voting history data for the applicable election in a manner consistent with how voter files and motor vehicle records are submitted to ERIC, (3) affirm that it will accept the requested data from ERIC, (4) affirm that it will complete a reasonable internal investigation of any possible improper votes before publicly releasing information about the data, and (5) affirm that it can protect the confidentiality of the Voter Participation Report, either by state law or administrative rule, until the internal investigation is complete and the findings are turned over to law enforcement.
 - c. A Member who requests a Voter Participation Report must submit to ERIC the required voting history data no later than 90 days from the date the Member certifies the applicable Federal General Election pursuant to the Member's state law. In consultation with the Executive Director, the Member may request a deadline extension to accommodate a recount(s) or other post-election activity required by state law that will prevent the member from providing the voting history data by the 90-day deadline.
 - d. A Member who requests a Voter Participation Report must refer all findings of credible cases of illegal voting to the appropriate law enforcement authorities, as designated by the Member's state law, no later than December 31 of the calendar year following the applicable Federal General Election or 180 days after the Member receives its final Voter Participation Report, whichever is later.
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. 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 C.

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8. 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.
9. 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
10. 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.
11. 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 a majority vote of the entire Membership. 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.
12. 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.
13. 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.
14. 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.

EXHIBIT A

15. 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. This Agreement may be executed using electronic signatures.
16. 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.
17. Headings and Subsections. Section headings are provided for reference and do not constitute part of this Agreement.
18. 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:

Name:
Title: ERIC Executive Director
Address:
Phone:
Email:

[MEMBER]

By: _____
Name: _____
Title: _____
Date: _____

Notice Details:

With a copy to (optional):

Name:	Name:
Title:	Title:
Address:	Address:
Phone:	Phone:
Email:	Email:

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
7. Current record status
8. Phone number
9. E-mail address or other electronic contact method

Exhibit C

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).

From: Hamlin, Shane
Sent: Monday, March 27, 2023 8:48 AM AKDT
To: Hamlin, Shane
CC: Haas, Ericka; Whitt, Sarah
Subject: FW: NEW/CURRENT ERIC Bylaws and Membership Agreement
Attachments: Summary - February and March 2023 ERIC Bylaw and Membership Agreement Amendments.pdf, ERIC Bylaw-MA Amendments 3-17-23 Amendments FINAL FOR PUBLICATION.pdf
Importance: High

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

****Sent to the ERIC Membership and Secondary Points of Contact****

ERIC Members,

Since I sent the email below out late last Friday afternoon, I'm resending to bump it up in your inbox and make sure you see it. (I recognized you receive A LOT of emails.)

Thanks,

-Shane

Shane Hamlin | Executive Director
ERIC | Electronic Registration Information Center
1201 Connecticut Ave NW, Suite 600
Washington, DC 20036
(202) 695-3464

www.ericstates.org

From: Hamlin, Shane
Sent: Friday, March 24, 2023 4:35 PM
To: Hamlin, Shane <shane.hamlin@ericstates.org>
Cc: Haas, Ericka <ericka.haas@ericstates.org>; Whitt, Sarah <sarah.whitt@ericstates.org>
Subject: NEW/CURRENT ERIC Bylaws and Membership Agreement
Importance: High

****Sent to the ERIC Membership and Secondary Points of Contact****

ERIC Members,

Please find attached your bylaws and membership agreement as amended by your actions on February 19, 2023, and March 17, 2023. This version is also available on our website, [here](#). For your ease of reference and understanding, I also attached a summary of the changes you adopted. I hope the summary document is helpful and useful for a variety of purposes.

As always, please let me know if you have any questions.

Thank you,

-Shane

Shane Hamlin | Executive Director
ERIC | Electronic Registration Information Center
1201 Connecticut Ave NW, Suite 600
Washington, DC 20036
(202) 695-3464

www.ericstates.org



Member-Approved Changes to ERIC's Bylaws and Membership Agreement March 24, 2023

On February 19, 2023, and on March 17, 2023, the ERIC Membership voted to approve "Operational Enhancement" and "Reform Proposal" amendments to its bylaws. On March 17, 2023, the ERIC Membership voted to approve "Operational Enhancement" amendments to its membership agreement. These amendments were summarized, and set forth in full, in a memo distributed to all members on February 8, 2023.

What changes were adopted? When do the changes take effect?

The following is a high-level summary of the approved amendments. For additional information on the proposed changes, refer to the attached modified February 8, 2023, memo. This memo has been modified to note which of the proposed amendments were adopted. As per Section 13 of the Membership Agreement, the approved amendments took effect immediately upon approval.

ERIC Bylaws

- **Repealed non-voting board seats and related language.** The ERIC Board of Directors now consists exclusively of state election officials, as designated by each member's Chief Election Official, and the Executive Director of ERIC. The Executive Director has always served as a non-voting, ex-officio member, and is considered an officer of the board.

ERIC Membership Agreement

- **Repealed obsolete data-related provisions.** Sections repealed referred to data members do NOT submit to ERIC and that ERIC does NOT have. These included, but were not limited to, data referred to as "State Agency Records" and "Performance Data."
- **Strengthened and clarified the data protection provisions.** New Section 3 defines key terms such as "ERIC Reports" and "Third-Party Data"; identifies the legal basis for protecting each ERIC report; and clarifies member obligations and ERIC's obligations regarding the use and protection of ERIC reports, Member Data, Third Party Data, and ERIC Information.
- **Sets deadlines to facilitate a more efficient process for acting on the Voter Participation Reports.** New Section 5 now requires members who request a Voter Participation Report to submit the data used to generate the report by 90 days after the applicable Federal General Election is certified, and they must refer all credible cases of illegal voting to the appropriate law enforcement authorities by December 31 of the year following the applicable Federal General Election or 180 days after receipt of the final Voter Participation Report, whichever is later.



MODIFIED March 24, 2023, to note which amendments were approved.

Proposed Amendments to ERIC's Bylaws and Membership Agreement

CONFIDENTIAL | pre-Decisional

February 8, 2023

Background

Since the last major revision to ERIC's Bylaws and Membership Agreement (governing documents) in November 2018, ERIC's Executive Director has been documenting and developing updates to ERIC's governing documents. Some of these are minor "housekeeping" changes, others would align ERIC's governing documents with operational reality – how various provisions work in the "real world" based on what the organization has learned since it was launched in 2012. Other changes are more substantial, though none would alter ERIC in a fundamental way. Critical among these are amendments that would strengthen and clarify the data protection provisions in the Membership Agreement. These are rooted in efforts of the Data Privacy Workgroup, which met in 2019 and who's worked was continued by the Executive Director and counsel thereafter. Finally, the Voter Participation Workgroup, formed in the Spring of 2022, made recommendations for improving the Voter Participation Report process. These recommendations are also reflected in the proposed amendments that follow.

For the purposes of this Executive Summary, all the above-referenced proposed changes, as well as other proposed amendments noted herein, are referred to as "Operational Enhancements."

In July 2022, a subset of ERIC members asked the membership to consider several "reform" proposals to ERIC's governing documents, including:

1. Repealing non-voting seats on the ERIC Board of Directors. (Bylaws)
2. Making the Eligible but Unregistered Report optional. (Membership Agreement)
3. Requiring all Members to submit voting history data for the Voter Participation Reports/request the reports. (Membership Agreement)
4. Strengthening list maintenance report requirements to more clearly align with the National Voter Registration Act. (Membership Agreement)
5. Clarifying and strengthening data privacy and protection provisions. (Membership Agreement)

The ERIC Executive Committee formed a workgroup¹ to evaluate the proposals and make recommendations to the board. The workgroup met seven (7) times between September 2022 and February 2023, engaging in a deliberative and thoughtful process throughout this months-long effort.

For the purposes of this Executive Summary, any of the above-referenced reforms included in the proposed amendments summarized herein are referred to as "Reform Proposals."

¹ Workgroup Members: Executive Committee - Chair Mandy Grandjean (OH), Vice Chair Jonathan Brater (MI), Treasurer Heidi Burhans (IA), Secretary David Maeda (MN), Committee Member Chrissy Peters (MO), and Committee Member Jonathan Marks (PA). Member Representatives Judd Clay Helms (AL), Choate (CO), Blake Evans (GA), and Mandy Vigil (NM).



Workgroup Recommendation:

The workgroup recommends the ERIC Membership approve the following:

- 1. Reform Proposal amendments that 1) repeal the non-voting seats on the Board of Directors, and 2) modify ERIC report requirements.** To summarize the changes to the reports at a high level, under the proposed model, all members, whether new or existing, must take each of the following reports at least once: cross-state movers, in-state movers, in-state duplicates, deceased report, eligible but unregistered report, and the voter participation report (unless a member is unable to certify that it can protect the data in the voter participation report under state law). After a member has taken and acted upon each of these reports once in accordance with the timelines laid out in the proposed provision, the member may request ERIC reports on a schedule of its choosing (if at all), in consultation with ERIC, and act on them as set forth in the draft provision. ERIC must annually publish a report detailing each Member's use of the ERIC reports for the preceding year.
- 2. The Operational Enhancement amendments to the Membership Agreement that 1) update and clarify data privacy and protection provisions in Section 4, 2) repeal Section 3 – Other Agency Data, and 3) repeal Section 8 and Exhibit C - Performance Data.**

The Executive Director also requests the board approve other Operational Enhancement amendments. These are generally housekeeping in nature and not substantive.

The above referenced amendments are summarized below. The amendments are set forth in full as attachments to this document—a “clean” version incorporating all of the proposed amendments and a “compare” version that highlights the proposed changes.

It is vital you read and discuss internally this Executive Summary and the attached proposed amendments. amendments. versions of ERIC's governing documents. All three documents are intended to be read together.

Requirements for amending ERIC's Bylaws and Membership Agreement.

ERIC Bylaws, Article VI, Section 5 specifies the requirements for amending the Bylaws and Membership Agreement, as follows:

“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.”

ERIC currently has 33 members. A motion to adopt amendments to the Bylaws requires 22 “yes” votes. A motion to adopt amendments to the Membership Agreement require 27 “yes” votes.





Executive Summary

The following summarizes the proposed amendments to ERIC’s governing documents. This summary identifies the relevant section of these documents, identifies the category of the amendment, and provides a brief statement describing the nature of the change. This summary is only a guide. As such, it is necessary to read it alongside the attached proposed amended “clean” and “compare” versions of the Bylaws and Membership agreement for the authoritative and complete language of each proposed provision.

Proposed Amendments to the Bylaws

ALL THE FOLLOWING PROPOSED AMENDMENTS TO THE BYLAWS WERE APPROVED

In addition to harmonizing and clarifying revisions, the proposed amendments do the following:

1. Article II: Members (Operational Enhancement)
 - a. Strike unnecessary references to “ERIC” and other outdated verbiage.
 - b. Clarify the Membership Fee is “nonrefundable,” as it always has been.
2. Article III: Board of Directors (Reform Proposal, Operational Enhancement)
 - a. Repeal Sec. 3: Non-voting Seats on Board of Directors.
 - b. Strike unnecessary references to “ERIC” and other outdated verbiage.
3. Article IV: Committees (Reform Proposal, Operational Enhancement)
 - a. Repeal a reference to “non-voting members of the board of directors.”
 - b. Allow elected member of the Finance Committee to serve up to three, instead of two, consecutive one-year terms.
4. Article V: Officers, Agents and Employees (Operational Enhancement)
 - a. Repeal vague reference to performance data. Note that repeal of performance data requirements is proposed as part of amendments to the Membership Agreement.
5. Article VI: Miscellaneous (Operational Enhancement)
 - a. Emphasize ERIC’s commitment to privacy is rooted in and complies with federal law.

Proposed Amendments to the Membership Agreement

1. **APPROVED** Recitations/ “Whereas” clauses (Operational Enhancement)
 - a. Clarify ERIC’s purpose is to improve voter registration in the U.S.
 - b. Remove obsolete references to “local government units” and “on at least a monthly basis” to describe the frequency of when ERIC will provide reports.
2. **APPROVED** Section 2: Voter Files and Motor Vehicle Records (Operational Enhancement)
 - a. Clarify definition of “Member Data” to include voter registration data and Motor Vehicle Department (MVD) data.



- b. Remove allowance/process for members to submit alternative data sources in lieu of MVD data.
 - c. Clarify members may request more than one extension of the grace period to submit required data.
 - d. *Note:* Does NOT change current requirements to upload voter registration and MVD data at least once every sixty (60) days.
3. **APPROVED** Section 3: State Agency Records (Operational Enhancement)
 - a. Repeals this section. No member submits data from other agencies. ERIC has determined other agency data presents significant policy and technical challenges that cannot be mitigated at this time.
4. **APPROVED** Section 4: Privacy; Use of Data (Operational Enhancement)
 - a. This provision has been substantially re-written to align with ERIC’s longstanding approach to managing requests for reports and other information relating to ERIC. Well before the July 2022 reform proposals, ERIC had been working toward proposing amendments to the data privacy provisions. In June 2022, as part of this effort, ERIC updated its FAQs to outline its approach to protecting ERIC reports. Consistent with the FAQs, the proposed amendments are intended to accomplish several goals, including defining key terms such as “ERIC Reports” and “Third-Party Data”; identifying the legal basis for protecting each ERIC report; and clarifying member obligations and ERIC’s obligations regarding the use and protection of ERIC reports.
5. **NOT APPROVED** Section 5: State Voter Registration Systems (Reform Proposal [As Modified by the Workgroup])
 - a. New preamble – explicitly identifies the purposes of the reports ERIC provides and better explains what ERIC does/why active use of ERIC is important.
 - b. Modifies existing requirements for requesting ERIC Reports
 - i. Requires new members to use all ERIC reports at least once. Sets a deadline for compliance.
 - ii. Requires current members to use any ERIC report they have not yet utilized. Sets a deadline for compliance.
 - iii. Permits a current member that has used all ERIC Reports at least once to request subsequent reports at its discretion, if at all. In essence, all reports become available “a la carte” style, subject to the specific requirements for each report.
 - iv. Any new or current member that cannot comply with the Voter Participation Report affirmation requirements is ineligible to receive the report and will not submit voting history data for the report. After using at least one Voter Participation Report, current members are not required to request this report or upload voter history data for the report.
 - v. The National Change of Address report remains optional and is excluded from the above requirements.
 - c. Modifies existing requirements and deadlines for acting on ERIC Reports



- i. Specifies what actions a member must take on each ERIC report.
 - ii. Sets deadlines for taking the specified actions.
 - iii. Requires members to certify compliance with these requirements.
 - d. Establishes a new requirement to provide “Accountability and Transparency.”
 - i. Requires ERIC to publish an annual report that summarizes each member’s utilization of the ERIC Reports for the preceding calendar year. The first report must be published in 2025.
 - ii. At a minimum, for each Member, the report must disclose the total number of ERIC reports requested, the specific reports requested, and the frequency by which such reports were requested throughout the preceding calendar year.
 - e. Modifies existing requirements for certifying compliance with ERIC Report requirements.
 - i. Requires the Executive Director to establish a process and deadline for certifying compliance. (The current compliance process is unmanageable and does not work well for ERIC or the members.)
 - ii. Establishes a new requirement that members certify compliance with the requirements for acting on the Duplicates and Deceased reports.
 - iii. Permits member staff other than the designated Member Representative to certify compliance.
 - f. Modifies existing process for deadline extensions.
 - i. Establishes a revised process and deadlines for requesting extensions to request, act on, and certify compliance with the requirements for each type of ERIC Report.
 - g. Modifies process and requirements regarding failure to request, act on, or certify compliance.
 - i. Creates a process to mitigate the risk a new member is automatically removed for unintentionally failing to request a report (and, therefore, act on it and certify compliance).
 - ii. Creates a process to address current members that fail to act on a report or certify compliance. This process accommodates the new proposed “a la carte” report request model available to members that have requested all available ERIC reports at least once.
 - h. Repeals existing provisions that require members to “use” “best efforts” to offer provisional ballots, provide online voter registration, and to “more fully” automate agency-based voter registration.
- 6. Section 6: Voter Participation Data (Reform Proposal [As Modified by the Workgroup], Operational Enhancement)
 - a. **NOT APPROVED** Revises this section to conform with proposed changes to ERIC Report requirements summarized above.



- b. **APPROVED** Adds deadlines for submitting voter history data and completing internal investigations, as recommended by the Voter Participation Workgroup (Spring of 2022).
7. **APPROVED** Section 8. Performance Data (Operational Enhancement)
- a. Repeals this section. The intent of this section, and the accompanying Exhibit C, was to collect data over time that could be used to evaluate whether membership in ERIC improves voter registration and increases efficiencies in the voting process. ERIC is not collecting these data and several of the data points in Exhibit C are already reported to the U.S. Elections Assistance Commission for its “Election Administration and Voting Survey.” Program evaluation remains a vital goal and ERIC should develop and collect an updated set of performance data points in the future. Until then, repealing this section and the accompanying Exhibit align the Membership Agreement with operational reality.
8. **APPROVED** Section 9. State Specific Requirements (Operational Enhancement)
- a. Edited reference to the Exhibit designation in light of proposed repeal of Section 8 and its accompanying Exhibit.
9. **APPROVED** Section 16. Communications; Notices. (Operational Enhancement)
- a. Repeal requirement to maintain and distribute roster of Notice Details for each Member.
10. **APPROVED** Section 17. Counterparts. (Operational Enhancement)
- a. Clarifies the Membership Agreement may be signed via electronic signatures, as has always been the case.
11. **APPROVED** Exhibits A & B (Operational Enhancements)
- a. Revise membership signature page to ease completion of the form.
 - b. Modify high-level summary of the data fields that must be submitted to ERIC, reflecting more accurately the data ERIC receives. More detailed technical specifications, including data fields that must be included are provided to members as part of the technical onboarding process.

Updates: March 28, 2014; May 21, 2015; October 28, 2015; December 16, 2016; November 30, 2018; February 3, 2020; June 3, 2022; February 19, 2023; March 17, 2023

ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

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Updates: March 28, 2014; May 21, 2015; October 28, 2015; December 16, 2016; November 30, 2018; February 3, 2020; June 3, 2022; February 19, 2023; March 17, 2023

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Updates: March 28, 2014; May 21, 2015; October 28, 2015; December 16, 2016; November 30, 2018; February 3, 2020; June 3, 2022; February 19, 2023; March 17, 2023

ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

BYLAWS

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, 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 Executive Director who shall, in turn, notify the Membership.

Section 2. Admission of Members. Any jurisdiction seeking membership shall apply to the Executive Director. 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 Board of Directors, 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.

Section 4. Membership Fee. Upon admission and execution of the Membership Agreement, each member shall pay a one-time, non-refundable Membership Fee of \$25,000 to the

Corporation. With respect to individual members, the schedule for payment of the Membership Fee may be modified by the Board of Directors.

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 of Directors. The Dues Schedule may be amended, modified, or substituted by a vote of the Membership, however, the schedule for payment of dues by individual members may be modified by the Board of Directors. 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 Membership 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 Executive Director, who shall, in turn, notify the Membership. 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 Membership 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 herein or in the Membership Agreement. Such automatic removal shall be effective upon written notice by the Chair of the Board of Directors and/or the 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 Board of Directors. The Board of Directors 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 Board of Directors for 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 Board of Directors. The annual meeting 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 Board of Directors for annual and regular meetings and in the notice of meeting for special meetings. The Board of Directors 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 Membership shall be published following 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, in the case of public meetings, 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, a majority of the entire Membership, or upon request of the Executive Director. 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. The Member Representative shall provide written notice to the Executive Director of the proxy within a reasonable period of time in advance of the meeting of the members.

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. Appointment of Directors. All members of the Corporation have a right to appoint their Member Representative to serve as a director on the Board of Directors. Upon admission to Membership under Article II, Section 2 or in the event of a vacancy, member shall inform the Executive Director in writing whether it wishes to have its Member Representative serve or continue to serve on the Board of Directors. Declining to have a Member Representative serve on the Board of Directors shall have no effect on the Member's other rights under these Bylaws, and such member shall have the right to appoint or reinstate their Member Representative to the Board of Directors at any time by providing written notice to the Executive Director who shall, in turn, notify the Board of Directors.

Section 3. 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 4. 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 of Directors.

Section 5. Vacancies. If a Member Representative position on the Board of Directors becomes vacant for any reason including resignation or removal, the chief election official shall appoint a replacement in accordance with Article II, section 1 and shall notify the Executive Director in writing whether it wishes to have its replacement Member Representative serve as a director on the Board of Directors.

Section 6. 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 of Directors shall be held at such times as may be fixed by the Board of Directors. Special meetings of the Board of Directors may be held at any time whenever called by the Chair of the Board, two or more directors, or the Executive Director. Any Member Representative who is not a director may attend any meeting of the Board of Directors.

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 of Directors for annual and regular meetings and in the notice of meeting for special meetings. Minutes of any meeting of the Board of Directors shall be published following the meeting.

Section 7. Notice. Annual and special meetings of the Board of Directors 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 8. 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 of Directors. Directors are not permitted to give a proxy to someone to act on his or her behalf with respect to actions of the Board of Directors.

Section 9. 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 of Directors 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 of Directors or such committee shall be filed with the minutes of the proceedings of the Board of Directors 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 10. 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) approve or remove members; d) elect or remove officers; e) remove directors; 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, except with respect to quorum. In the absence of a contrary provision established by the Board of Directors, 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 of Directors, and the Executive Director shall serve as a non-voting member of the Executive Committee (collectively

the “*ex officio* members”). Vacancies in the *ex officio* membership of the Executive Committee shall be addressed in accordance with Article V.

(b) Elected Membership: In addition to the *ex officio* members, until the Membership reaches thirty-four, the Executive Committee shall include two voting members of the Board of Directors elected by the Board of Directors. When the Membership reaches thirty-five, the number of voting members of the Board of Directors serving on the Executive Committee shall increase to four, with the election of the additional members occurring within a reasonable time following the admission of the thirty-fifth member. Such committee members shall serve in this capacity for terms of one year, not to exceed two consecutive one-year terms. In the event of a vacancy among the elected membership of the Executive Committee, in accordance with subsection d below, the Executive Committee shall take reasonable steps to propose a replacement to fill the unexpired term of his or her predecessor.

(c) Chair of Executive Committee: The Chair of the Board of Directors 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 of Directors, 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 of Directors a slate of candidates for officer positions and elected members of the Executive and Finance Committees, including in the event of a vacancy, and the Executive Director; and, in consultation with the Finance Committee, reviewing the compensation and performance of 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 two or more of its members. Actions of the Executive Committee shall be reported to the Board of Directors.

Section 7. Finance Committee.

(a) Ex Officio Membership: The Finance Committee shall consist of the Treasurer and Secretary of the Board of Directors, and the Executive Director shall serve as a non-voting member of the Finance Committee (collectively, the “*ex officio* members”). Vacancies in the *ex officio* membership of the Finance Committee shall be addressed in accordance with Article V.

(b) Elected Membership: The Finance Committee shall include one voting member of the Board of Directors elected by the Board. This committee member shall serve in this capacity for terms of one year, not to exceed three consecutive one-year terms. In the event the voting member position on the Finance Committee becomes vacant, in accordance with subsection d below, the Executive Committee shall take reasonable steps to propose a replacement to fill the unexpired term of his or her predecessor.

(c) Chair of Finance Committee: The Treasurer shall be the Chair of the Finance Committee.

(d) Role and Powers of Finance Committee: Except as set forth in Article IV, Section 1 above, or as otherwise proscribed by the Board, the Finance Committee shall have the authority to exercise all powers of the Board of Directors between meetings of the Board. The Finance Committee will assist the Board of Directors with its financial oversight responsibilities including reviewing and recommending approval of the annual operating budget; reviewing periodic financial reports; and overseeing the management of financial assets and audits. The Finance Committee shall hold regular meetings at such times as it shall determine and special meetings as requested by any of its members. Actions of the Finance Committee shall be reported to the Board of Directors.

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, the Executive Director, and may include such other officers as may be deemed necessary.

Section 2. Term of Office, Vacancies and Removal. The officers, other than the Immediate Past Chair and the Executive Director, shall be elected by the Board of Directors from among its membership at the annual meeting of the Board. The Board of Directors 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 terms of one year, until the next annual meeting of the Board of Directors 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 of Directors may fill such vacancy. Any officer so appointed or elected shall serve only until such time as the unexpired term of his or her predecessor shall have expired unless re-elected by the Board of Directors. Any officer may be removed by a vote of the majority of the entire Board of Directors 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 of Directors.

(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 and members, 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 oversee the custody of the corporate seal of the Corporation, if any; and shall have authority to affix or cause to be affixed the same to any instrument requiring it; and, when so affixed, it may be attested by his or her signature. The Board of Directors 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 be chair of the Finance Committee. The treasurer shall oversee 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 or cause to be deposited 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 of Directors, the Treasurer shall render or cause to be provided a statement of accounts. The Treasurer shall at all reasonable times exhibit or cause to be exhibited the books and accounts to any officer or director of the Corporation, and shall perform or cause to be performed all duties incident to the office of Treasurer, subject to the supervision of the Board of Directors, and such other duties as shall from time to time be assigned by the Board. The Treasurer shall, if required by the Board of Directors, 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 of Directors; report on the progress of the Corporation's activities, 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 of Directors 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 of Directors 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 in the custody of the Executive Director (1) correct and complete books and records of accounts, (2) minutes of the proceedings of its Board of Directors and members, 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, in accordance with federal law.

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 improvements to voter registration in the United States; and

WHEREAS, ERIC seeks to lessen the burdens of government by facilitating the collaboration of states 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 in furthering its charitable and educational purposes by such states becoming members of ERIC and furnishing voter registration and other data to help ERIC understand the needs of states with respect to their use of voter registration systems, and assist state 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 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 Director 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 Registration Data and Motor Vehicle Department Data.
 - 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.

EXHIBIT A

- b. Within sixty (60) days of the Certification Date, and at least every sixty (60) days thereafter, the Member shall transmit the following data to ERIC: (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 (“Voter Registration Data”), and (2) all licensing or identification records from motor vehicles departments (excluding those fields unrelated to voter eligibility, such as fields related to an individual’s driving record), including those fields identified in Exhibit B (“MVD Data”). Voter Registration Data and MVD Data shall be collectively referred to as “Member Data.” 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.
 - c. 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. Member may submit written requests to the Executive Director of ERIC for reasonable extensions of the grace period deadline if Member is unable to upload Member Data 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. If a grace period expires without a transmission to ERIC of Member Data from the Member, the Member shall be *automatically removed* from membership in accordance with the Bylaws.
3. Protection of ERIC Reports, Member Data, Third-Party Data, and ERIC Information.
- a. Definitions. The following definitions pertain to this Section and the Agreement as a whole.
 - i. ERIC Reports: Using Member Data (defined in Section 2 of this Agreement) and, in some cases, data from third-party sources, ERIC makes the reports described below available to its Members. These reports, in whole or in part, shall be collectively referred to in this Agreement as “ERIC Reports.”
 - A. **Eligible but Unregistered Report:** This report identifies individuals who appear to be eligible to register to vote in a member state but who do not appear to be registered. This report contains MVD Data and Voter Registration Data.
 - B. **Cross-State Movers Report:** This report identifies voters who appear to have moved from one ERIC member state to another ERIC member state. This report contains MVD Data and Voter Registration Data.

EXHIBIT A

- C. **In-State Movers Report:** This report identifies voters who appear to have moved within the member state or who have updated their contact information. This report contains MVD Data and Voter Registration Data.
- D. **Duplicate Report:** This report identifies voters with duplicate registrations within the member state. This report contains Voter Registration Data. MVD Data is used to help strengthen the matches identified in this report but is not contained in the report.
- E. **Deceased Report:** This report identifies voters who may have died. This report is created using Social Security death data known as the Limited Access Death Master File (“LADMF”). This report contains Voter Registration Data that matches the LADMF Data. MVD Data is used to help strengthen the matches identified in this report but is not contained in the report.
- F. **Voter Participation Report:** This report identifies voters who appear to have voted (1) more than once in the Member jurisdiction in the same election, (2) in more than one Member jurisdiction in the same election, or (3) on behalf of a deceased voter within the Member jurisdiction. This report contains MVD Data and Voter Registration Data. In addition, this report contains voter history data.
- G. **National Change of Address (NCOA) Report (“NCOA Report”):** This report identifies voters who have moved using NCOALink data ERIC licenses from the United States Postal Service (“USPS”). There is no Member Data contained in this report.
- ii. Third-Party Data: The LADMF data and the NCOALink data ERIC uses to create the Deceased Report and the NCOA Report, respectively, is collectively referred to herein as “Third-Party Data.”
- iii. ERIC Information: Information relating to ERIC other than ERIC Reports, Member Data or Third-Party Data is collectively referred to herein as “ERIC Information.” By way of illustration only, ERIC Information includes, but is not limited to, ERIC governing documents, membership dues invoices, communications between the Member and ERIC, ERIC’s Information Security Management Plan, and documentation of ERIC’s federal tax-exempt status.
- iv. Records Request(s): All requests to members for ERIC Reports, Member Data, Third-Party Data or ERIC Information, including but not limited to requests that invoke state public records laws or the National Voter Registration Act (“NVRA”), to which a member believes it has a legal

EXHIBIT A

obligation to respond or comply with shall be collectively referred to in the Agreement as “Records Request(s).”

- b. Member Representations.
 - i. Member represents and warrants that the transmission of Member Data to ERIC or ERIC’s agents, contractors or subcontractors required under this Agreement and its use of ERIC Reports is and shall continue to be conducted in compliance with applicable state, federal and local laws, rules, and regulations.
 - ii. Member shall not use, transmit, sell, or disclose any ERIC Reports, Member Data, Third-Party Data or ERIC Information for any purpose other than the administration of elections under state or federal law, supporting the operations of ERIC, and responding to Records Requests consistent with the terms of this Agreement.
 - iii. Member shall use its best efforts to prevent the Unauthorized Disclosure (defined in subsection (g)(i) below) of ERIC Reports, Member Data, Third-Party Data, or protected ERIC Information.
- c. Confidentiality of ERIC Reports. The Member agrees that the federal statutes and regulations identified below (“Federal Protections”) protect and prohibit the disclosure of certain ERIC Reports, Member Data, and Third-Party Data. The Member agrees to prevent disclosure of and otherwise protect the ERIC Reports, Member Data, and Third-Party Data in accordance with the Federal Protections, including when responding to Records Request(s), as more fully set forth below.
 - i. Driver’s Privacy Protection Act (“DPPA”): MVD is protected from disclosure under the DPPA, 18 U.S.C. § 2721 *et seq.*, unless a statutory exception applies.
 - ii. LADMF Regulations: LADMF data is protected from disclosure under Section 203 of the Bipartisan Budget Act of 2013, 42 U.S.C. § 1306c, and associated regulations administered by the National Technical Information Service, 15 CFR Part 1110 (“LADMF Regulations”), during the three-calendar year period starting from the date of death. The National Technical Information Service has certified ERIC to receive LADMF data, which ERIC uses to prepare Deceased Reports for Members.
 - iii. NCOALink Regulations: The NCOALink data used to create the NCOA Report is generally protected from disclosure pursuant to ERIC’s license agreement with the USPS. The license agreement is expressly subject to and derived from federal statutory privacy provisions under the Nondisclosure

EXHIBIT A

of Lists of Names and Addresses Act, 39 U.S.C. § 412 and the Privacy Act, 5 U.S.C. § 552a (“NCOALink Regulations”).

- d. Release of ERIC Reports, Member Data, and Third-Party Data.
 - i. In accordance with the Federal Protections enumerated above, Member shall not release or disclose the following Reports in whole or in part:
 - A. **Cross-State Movers, In-State Movers, and Eligible but Unregistered Reports**, unless a valid DPPA statutory exception applies;
 - B. **Deceased Reports** or data contained therein during the three-year period of protection described above, unless the requestor is a “certified person” as set forth in the LADMF Regulations;
 - C. **NCOA Reports**; or
 - D. **Voter Participation Reports**, which, in addition to the Federal Protections, and as set forth above are prohibited from release under state law.
 - ii. In accordance with Federal Protections above, Member is permitted to release the following ERIC Reports:
 - A. **In-State Duplicate Report**; and
 - B. **Deceased Report** or data contained therein after the expiration of the three-year period of protection for the LADMF data described above.
- e. Process for Managing of Records Requests for ERIC Reports, Member Data, Third-Party Data, and ERIC Information.
 - i. When a Member receives Records Request(s) for ERIC Reports, Member Data, Third-Party Data or ERIC Information, Member shall notify and confer with the ERIC Executive Director before releasing any information in response to the Records Request(s). The purpose of this requirement is to advance the goals of (a) fostering open communication between ERIC and its Members regarding the disclosure of information relating to ERIC in accordance with this Agreement and the Federal Protections; (b) creating consistency across the Membership with respect to the handling of the release of information relating to ERIC; (c) allowing for the case-by-case assessment of requests, including whether the request is for information that

EXHIBIT A

might legally be protected from disclosure on grounds other than those outlined in subsection (c).

- ii. Member shall not have an obligation under this Agreement to release an ERIC Report, Member Data, Third Party Data or ERIC Information in response to Records Request(s) even if authorized to do so under the Agreement, including, by way of example and not limitation, if the Member determines that doing so would violate an applicable law in Member's jurisdiction.

f. ERIC Representations.

- i. ERIC represents and warrants that it does not and shall not use or transmit any ERIC Reports, Member Data, Third-Party Data or ERIC Information for any purpose other than providing services to its Members. ERIC's services to its members include, but are not limited to, undertaking research projects with the assistance of third-parties to help evaluate and assess ERIC, provided that such research is in accordance with its status as a non-partisan organization exempt from federal taxation under 501(c)(3) of the Internal Revenue Code. Before undertaking any such research project, the ERIC Executive Director shall obtain the approval of the Board. ERIC's services may also include responding to requests for information from third-parties.
- ii. ERIC represents and warrants that it does and shall use its best efforts to prevent an ERIC Unauthorized Disclosure (defined in subsection (g)(ii)) of ERIC Reports, Member Data, Third-Party Data or protected ERIC Information.
- iii. If ERIC receives a request from a third-party for ERIC Reports, Member Data, Third-Party Data or ERIC Information, ERIC will generally refer the requestor to the relevant member(s), understanding that ERIC may provide the requestor with public information such as information relating to its status as a 501(c)(3) public charity. If ERIC otherwise determines it is legally obligated to respond directly to a third-party information request, it will do so in accordance with subsections (c) and (d), after first notifying the Executive Committee.

g. Unauthorized Use or Disclosure of Data.

- i. Member: Should there be an unauthorized or impermissible use, access, acquisition, or disclosure or transmission of an ERIC Report, Member Data, Third-Party Data or protected ERIC Information, regardless of whether it is accidental or intentional (for example, Member intentionally sells,

EXHIBIT A

distributes, publishes or uses an ERIC Report for a purpose other than election administration, including a commercial purpose) or by a third party (collectively, “Unauthorized Disclosure”), Member shall, take the following steps:

1. **Notice to ERIC:** Member shall report to the Executive Director of ERIC immediately upon learning of any Unauthorized Disclosure. ERIC will notify the entire Membership of the Unauthorized Disclosure within a reasonable period of time thereafter, but no less than as required under federal or state law.
 2. **Member Legal Management of Unauthorized Disclosure:** Where applicable, Member shall address the Unauthorized Disclosure in accordance with law and keep the ERIC Executive Director reasonably apprised of its efforts to do so and its progress.
 3. **ERIC Remediation Process:** Within ninety (90) days of ERIC receiving notice of the Unauthorized Disclosure, Member shall (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, provide 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 (or at a subsequent meeting as determined by the Executive Director of ERIC, in consultation with the Board Chair), following the Member’s compliance with sub-sections (a) and (b) above, the Board 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) 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 or losses related to or stemming from the Unauthorized Disclosure.
- ii. Notice of Unauthorized Disclosure of Data/Indemnification-ERIC: Should there be an unauthorized disclosure of Member Data, Third-Party Data, or ERIC Reports by ERIC, whether accidental or intentional or the responsibility of a third party (“ERIC Unauthorized Disclosure”), ERIC shall immediately give notice to Members and take such other steps as required by law, insurance policies, and its incident response plan. ERIC shall keep the membership reasonably apprised of the steps it is taking to

EXHIBIT A

address the ERIC Unauthorized Disclosure. 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 attributable to a negligent act or omission by ERIC, capped at the limit of any applicable ERIC insurance policy.

- h. Miscellaneous. This provision 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.
4. 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

EXHIBIT A

December 1 falls on a weekend, the next business day) following the Federal General Election, the Member Representative shall provide 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 91st 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*.

5. Voter Participation Reports.

- a. ERIC recognizes that the appearance of illegal voting, allegations of illegal voting, and actual illegal voting undermines public confidence in the electoral process and election outcomes. ERIC can be a tool to identify potentially illegal votes and refer them to Members for further investigation consistent with each state's laws. For the purposes of this Agreement, "illegal votes" means votes cast by an individual who may have voted more than once in the Member jurisdiction at the same election,

EXHIBIT A

voted in more than one Member jurisdiction at the same election, or voted on behalf of a deceased voter within the Member jurisdiction.

Upon the written request of a Member Representative, ERIC shall provide the Member with data identifying voters who appear to have cast improper votes in a preceding election. Members shall not be required to request these data. Use or acceptance of these data shall not be a condition of membership.

- b. To receive the Voter Participation Report, Members must submit a written request to the Executive Director at least 30 calendar days before the applicable election. In the written request, the Member must: (1) specify the election for which it requests data identifying voters who appear to have cast improper votes, (2) affirm that it will submit to ERIC voting history data for the applicable election in a manner consistent with how voter files and motor vehicle records are submitted to ERIC, (3) affirm that it will accept the requested data from ERIC, (4) affirm that it will complete a reasonable internal investigation of any possible improper votes before publicly releasing information about the data, and (5) affirm that it can protect the confidentiality of the Voter Participation Report, either by state law or administrative rule, until the internal investigation is complete and the findings are turned over to law enforcement.
 - c. A Member who requests a Voter Participation Report must submit to ERIC the required voting history data no later than 90 days from the date the Member certifies the applicable Federal General Election pursuant to the Member's state law. In consultation with the Executive Director, the Member may request a deadline extension to accommodate a recount(s) or other post-election activity required by state law that will prevent the member from providing the voting history data by the 90-day deadline.
 - d. A Member who requests a Voter Participation Report must refer all findings of credible cases of illegal voting to the appropriate law enforcement authorities, as designated by the Member's state law, no later than December 31 of the calendar year following the applicable Federal General Election or 180 days after the Member receives its final Voter Participation Report, whichever is later.
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. 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 C.

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8. 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.
9. 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
10. 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.
11. 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 a majority vote of the entire Membership. 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.
12. 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.
13. 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.
14. 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.

EXHIBIT A

15. 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. This Agreement may be executed using electronic signatures.
16. 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.
17. Headings and Subsections. Section headings are provided for reference and do not constitute part of this Agreement.
18. 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:

Name:
Title: ERIC Executive Director
Address:
Phone:
Email:

[MEMBER]

By: _____
Name: _____
Title: _____
Date: _____

Notice Details:

With a copy to (optional):

Name:	Name:
Title:	Title:
Address:	Address:
Phone:	Phone:
Email:	Email:

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
7. Current record status
8. Phone number
9. E-mail address or other electronic contact method

Exhibit C

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).

From: acohen@nased.org
Sent: Tuesday, March 28, 2023 9:13 AM AKDT
To: Beecher, Carol L (GOV); cconnor@azsos.gov; gvelasco@sos.idaho.gov; 'Sellers, Karen R (SBE)'; Lauren.Zyriek@sos.nj.gov; 'WOON Molly * SOS'; 'Soulek, Rachel'; 'Zebrowski.Stavisky, Kristen (ELECTIONS)'; hknapp@elections.sc.gov; 'Ryan Cowley'; 'Elrod, Jeff'; jesmathis@pa.gov; 'Beals, Susan (ELECT)'; 'Christina Adkins'
Subject: New NASED Member Programming: Intro to USPS/USPIS/OIG
Attachments: NASED Workshop Intro to USPS USPIS OIG.msg

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Hi everyone,

Our next new NASED member session will be an Intro to the US Postal Service (USPS), the US Postal Inspection Service (USPIS), and the USPS Office of the Inspector General (OIG) on **Friday, April 28 from 2-3:30pm ET**. USPIS and USPS OIG are the law enforcement branches for USPS. USPIS investigates crimes involving mail by non-USPS employees and USPS OIG investigates crimes involving mail committed by USPS employees, including mail carriers. The goal of this session will be for you to hear about the USPS resources available to you and your office, and to better understand the role of USPIS and USPS OIG as it pertains to elections, as well as when you might hear from them.

We will be joined by Dan Bentley, Manager of Election & Government Mail Programs at USPS; Brendan Donahue, Assistant Inspector in Charge of the Criminal Investigations Group at USPIS; Yolanda Capers-Smith also of USPIS; and, Bob Parker, Program Manager for Narcotics and Mail Theft at the USPS OIG.

I know 90 minutes on a Friday is a lot to ask, but given that we have three agencies represented, I wanted to make sure there was enough time for questions. Worst case scenario: we end a little early.



This session is just for the members new to our roster, not for staff or others, though we may do some similar programming for new staff.

A calendar appointment is attached, but I'm happy to send directly if you have any trouble with it. I hope you're able to join us on the 28th!

Amy

Amy Cohen
Executive Director
National Association of State Election Directors
Direct: 202-434-8972
Follow us on Twitter [@NASEDorg](https://twitter.com/NASEDorg)!

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Subject: NASED Workshop: Intro to USPS/USPIS/OIG
Show Time As: Free
Organizer: Amy Cohen - NASED
Attendees: acohen@nased.org
Attachments: Webex_meeting.ics

Amy Cohen - NASED is inviting you to a scheduled Webex meeting.

Friday, April 28, 2023
2:00 PM | (UTC-04:00) Eastern Time (US & Canada) | 1 hr 30 mins

Join meeting <<https://nased1.webex.com/nased1/j.php?MTID=m13a3b3e5471a75fa14c2224c3f63db04>>

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Subject: NASED Workshop: Intro to USPS/USPIS/OIG
Location: <https://nased1.webex.com/nased1/j.php?MTID=m13a3b3e5471a75fa14c2224c3f63db04>
Start: Friday, April 28, 2023 10:00 AM AKDT
End: Friday, April 28, 2023 11:30 AM AKDT
Duration: 01:30:00
UID: b89ab58b-8a5f-46b4-b055-14d0837ea29f
Organizer: Amy Cohen - NASED
Attendees: acohen@nased.org

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From: Applebee, Josh M (GOV)
Sent: Tuesday, March 28, 2023 10:54 AM AKDT
To: Beecher, Carol L (GOV)
Subject: ERIC Article
Attachments: ERIC article 3 28 23.docx

DP

I found the link on twitter – the last couple pages are comments from an expert witness in the Indiana trial.

Josh

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Texas may be about to scrap a voting security system it can't replace

It took years to build the multi-state system known as ERIC, which weeds out duplicate, deceased, and suspicious voter registrations. Texas Republicans want to dump it, but there's no viable replacement.

By [Natalia Contreras](#)

Mar 28, 2023, 1:58am AKDT



Volunteers from the Alpha Advocacy Group helped register voters before an upcoming deadline outside the Alpha Seventh Day Adventist Church in Austin on Sept. 27, 2020. Amna Ijaz/The Texas Tribune

Votebeat is a nonprofit news organization reporting on voting access and election administration across the U.S.

With some Texas Republicans pushing the state to abandon one its best tools for preventing voter fraud — a coalition of states that share voting roll data to weed out duplicate and suspicious registrations — the secretary of state's office is trying to discern if it can build a replacement.

But the effort could easily stall or take years, experts say. Similar efforts in other states over the past two decades have not worked, or have been shut down, because they lacked bipartisan support from multiple states and access to the kind of national data that produces accurate cross-state voter list matching — all of which the Electronic Information Registration Center, or ERIC, spent years developing.

The push to have Texas become the latest state to withdraw from ERIC, a long-standing effort by nearly 30 states, is rooted in a yearlong misinformation campaign that spread through right-wing media platforms and advocacy groups.

If the state decides to leave the program but fails to produce a similar tool, Texas' voter rolls will inevitably be less accurate, which could fuel claims of voter fraud, experts say. That could increase costs for counties who'd be more likely to send election mailers to voters who have moved out of state or died, because outdated information would linger on

the voter rolls. And the state, too, would spend more than it would save by leaving the program because it would need to build the technical infrastructure and meet the federal security requirements needed to protect sensitive data in order to make an alternative viable.

Sam Taylor, a spokesperson for the Texas secretary of state's office, declined to comment on the feasibility of developing a new alternative to ERIC. He told Votebeat, however, that at least Georgia and Nevada — states that are currently members of ERIC and supportive of the program — and Oklahoma have expressed interest in working with Texas on the project. Taylor said research is also underway on the cost of developing such a system.

In no small part, experts note, the coalition ERIC built over many years worked, because member states — led by both Democrats and Republicans — agreed to come together in a good-faith effort to share the necessary data and information to help maintain voter rolls across state lines. But in recent months, political pressure on Republican-led states has put the coalition at risk. Last year, Louisiana, then Alabama, followed by Florida, West Virginia, Missouri, and most recently Ohio and Iowa, announced they would depart. Texas could be next: The Texas Legislature is already considering various bills to leave ERIC.

And the state's attempt at replacing the program both would not be an efficient solution and could have implications for the states that remain in ERIC by making it harder for states to join together across party lines, said Marc Meredith, an assistant professor of political science at the University of Pennsylvania and an expert on election administration. Meredith has also done research on voter list maintenance.

"It would be incredibly disappointing to end up with basically two versions of the same thing because the value of data grows exponentially as you can make more and more comparisons between states," he said, and added that by leaving the program, Texas will deprive itself of all the other states' data while preventing the other states from obtaining data on more than 16 million registered voters in the state. "It's not like if you split the world and have 25 states in one [program] and 25 states in another, [it] would be equally good. It's actually more than double the bad."

Creating an ERIC alternative would be expensive and difficult

The secretary of state's office announced this month that it removed its longtime elections director, Keith Ingram, from his position and directed him to create and manage Texas' own "interstate voter registration crosscheck program." Christina Adkins, the office's legal director, became the state's acting elections director.

The abrupt announcement of Ingram's new task came on the tail of a push by members of the Texas GOP, including lawmakers, to get out of ERIC. Recent objections in other states have centered on concerns about how the program is run and data privacy.

Ingram himself, who was Texas' representative on the ERIC board and one of the state election officials who run the program, has defended it. He last year addressed the false

claims and told the group of Republicans that no alternatives to ERIC existed. Nevertheless, the GOP created a task force to get Texas out of ERIC and added it to the party's legislative priorities. Republican legislators who were involved in the effort from the start filed bills this session in the House and Senate to get it done.

Texas' current law requires the state to participate in a multistate information sharing program to clean its voter rolls. Experts say there is no equivalent alternative to ERIC right now, though some private firms are attempting to sell their services to compete with it; those likely won't be as effective or accurate without the access to data that only state officials can obtain.

ERIC launched in 2012 after a bipartisan coalition of state and local election officials came together to brainstorm a more efficient and cost-effective way to clean the voter rolls and identify voters across state lines who have moved or died. The goal was also to get eligible but unregistered voters on the rolls by notifying them well ahead of busy election cycles, when counties would have to spend more resources registering new voters on deadline. The coalition began with seven states and grew to more than 30 by 2022. There has been no evidence of irregularities or security breaches since its founding.

The program is successful because state election officials, who run the program and serve as its board members — Adkins now represents Texas — have to agree on rules and regulations to provide and receive access to data, including security protocols governing how that data is shared. Some state legislatures also have to pass laws to allow their participation in the program in order to allocate funding and to set provisions about who can and cannot legally access such data. All of this happened over many years.

As the program matured, it also obtained certification from the U.S. Postal Service, which helps ERIC validate and verify voters' address changes. It also solidified a relationship with the federal agencies that provide other information to ensure accurate matches, such as Social Security death data. These yearslong developments enabled ERIC to achieve a level of sophistication that would be difficult for an alternative program.

"In theory, someone could try to stand up a copycat of ERIC," said Michael Morse, a political scientist and fellow at the University of Chicago Law School who has done research with Meredith about voting list maintenance systems. Most recently, Morse's research focused on ERIC. "But to me, it is highly unlikely that anyone could meet all the necessary privacy and security requirements for confidential data to actually get it done, in addition to any necessary state legislative authorization."

Non-ERIC member states would also require funding to set up the technical infrastructure needed to protect the data, maintain subscriptions to national databases and meet costly federal data-handling requirements, which could amount to hundreds of thousands of dollars a year. Texas currently pays about \$115,000 for its yearly ERIC dues. It also budgets more than \$1 million on mailing, postage and printing costs associated with inviting eligible voters to register, something required under the ERIC membership agreement that several states are now attempting to change.

Since ERIC is run by its member states, it has access to motor vehicle data, which no one other than state and federal agencies can access. Having that information is key for accurate cross-state voter roll maintenance, and another reason why ERIC is so effective and difficult to replicate, Morse said.

Previous efforts have failed because state voter registration lists alone generally don't have enough unique information to distinguish individuals across the country. A lot of people share the same first name, last name and date of birth. ERIC uses confidential motor vehicle department records that allow the program to recover partial Social Security numbers for voter registrations that don't have that information, supplementing it.

This makes ERIC a much more accurate tool than, say, the now-defunct Crosscheck, a precursor program created by Kansas, because it provides more unique data about each voter, improving the accuracy of matches across data sets, Morse said.

In 2013, the early days of ERIC, Joe Gloria was the registrar of voters in Clark County, home to Las Vegas. He was one of the first election officials who used ERIC as a tool to clean voter rolls, something that took a lot of work and resources in his famously transient jurisdiction, said Gloria, now the executive officer of operations for the National Association of Election Officials. As ERIC matured and more states joined, especially those neighboring Nevada, such as Arizona, Utah and Oregon, Clark County started seeing more benefits.

For example, the county spent less on sending election mailers to in-state inactive voters, or to voters who had moved out of state or died. "It cost approximately \$1.25 for every mailer that we sent. That doesn't sound like a lot, but when you multiply it by more than 70,000 people, that's a great cost to the constituents in Clark County," Gloria said.

The voter rolls are public, so anyone can request or inspect them. Activists who do their own data matching work in an effort to police for potential voter fraud could find misleading indications of wrongdoing if the voter rolls include murky or outdated data, experts say. Clean rolls are "good for the integrity of the election process," Gloria said.

Past efforts to cross-check voter rolls without ERIC have failed

Before ERIC was established, 30 states used the Kansas-based Crosscheck program, created in 2005 by former Kansas Secretary of State Kris Kobach, which let states compare their voter rolls at no cost. But it lacked data security measures and the expansive national databases — and motor vehicle data — needed to provide accurate results.

By 2017, Crosscheck data matching was under fire as unreliable because it used only publicly available information such as names, dates of birth — which many people share — and voting history. States began to leave the program, and lawsuits over data breaches and vulnerabilities forced it to shut down.

Instead, states joined ERIC. But years before the most recent conspiracy theories about ERIC went viral, one state opposed using it and tried to go its own route. Indiana's failed attempt to create an alternative program for voter roll matching foreshadows the challenges that lie ahead for Texas.

In 2017, voting rights groups sued Indiana for enacting a law that allowed the state to use Crosscheck data to remove voters from the voter rolls without notifying them first, which a judge ruled was a violation of federal voting rights law. The judge also blocked use of Crosscheck in Indiana after the voting rights groups argued the program was too unreliable to use it to remove voters from the rolls.

As a result, Indiana lawmakers in 2020 passed an election law that not only prohibited Indiana from using Crosscheck but from joining any program like it, including ERIC.

Some Indiana lawmakers at the time opposed joining ERIC because of data sharing security concerns. In addition, they said the program was too costly, and they had concerns about ERIC's early connections to the Pew Charitable Trust, a nonpartisan think tank that helped seed ERIC's creation before it was taken over by its member states.

"ERIC was somehow bad because some people here characterized Pew as this ultraliberal foundation funding all of this ultraliberal and crazy stuff," said Julia Vaughn, executive director of Common Cause Indiana. The organization was a plaintiff in the lawsuit against the state in 2017.

The law prohibits Indiana from joining a system that requires a payment to obtain voter registration information from another state or that requires funds to "engage in activities other than list maintenance" as a condition for receiving voter registration data from other states. ERIC requires its member states to send notifications to eligible but unregistered voters explaining how they can sign up.

The law also allowed the Indiana secretary of state to build the state's own version of Crosscheck, using only information publicly found on voter registration lists, such as first and last names and dates of birth, which have been proven to produce unreliable matches. The law, again, allows counties to immediately remove people from the rolls identified by its program, dubbed IDEA, which stands for Indiana Data Enhancement Association. But that program was never fully developed. Instead, it was blocked by a judge who reaffirmed the 2017 ruling that had found such matches would be unreliable.

That leaves Indiana with neither its own cross-state voter data sharing program nor the ability to join ERIC.

"[IDEA] was a political stunt. And our voter rolls continue to need attention," Vaughn said. "We gave up on trying to convince [Indiana state officials] to join ERIC a long time ago. They proactively said, 'We don't want anything to do with this.' And we've got other fights to take on here. And now nobody's paying attention to the issue."

The Indiana secretary of state's office and the bill's author, state Sen. Greg Walker, declined to comment.

A cautionary tale

Texas, like Indiana, could be forced to withdraw from ERIC before a viable alternative is in place if pending legislation passes.

Two bills, one by state Sen. Bob Hall and another by state Rep. Steve Toth, both Republicans, would specifically prohibit the state from using ERIC.

State Sen. Bryan Hughes' bill would require the secretary of state to stop using ERIC if it can find a "private sector data" alternative with a price cap of \$100,000 that could identify voters who have been convicted of a felony. Some voter fraud activists in Texas have suggested the state use a program dubbed Omega4America, initially funded by MyPillow CEO Mike Lindell, who is known for spreading election conspiracy theories. The program's creator, Jay Valentine, has been doing presentations about the program in people's backyards.

According to a letter posted on the Omega4America website, Valentine claims he has examined voter rolls in more than 30 states and that "ERIC is failing to clean voter rolls, and the number of fake people and fake addresses in the voter rolls is large enough to change election outcomes in every state we examined."

Meredith said Omega4America is promoting faster computing, but if it doesn't have access to motor vehicle department data, much like Crosscheck, its results won't be reliable.

The bill by Hughes would also prevent the secretary of state's office from sharing information that isn't found in voter registration lists. Morse said it's unclear whether Hughes' bill means that Texas will only be allowed to share information that's already publicly available or if it'll be allowed to also share motor vehicle data, which is what results in the most accurate cross-state matches. Hughes did not respond to Votebeat's request for clarification.

"This would authorize the secretary of state to leave ERIC potentially for a solution that seems set up to fail," Morse said.

Voter fraud activists in Texas have for years claimed fraud due to dirty voter rolls, even though there's no evidence to support those claims. They have proactively requested copies of the voter registration lists, which are public, from county election offices, and have used them to challenge the legitimacy of voters. Over the past year, some of these activist groups have knocked on people's doors across Texas counties to verify voters' addresses and sent postcards attempting the same.

The voter registration system is tied to residential addresses, and every day, everywhere in the country, people move and change their address. That means our voter rolls are constantly out of date, but that does not necessarily lead to fraud, Morse said.

To now say that ERIC doesn't work, and to instead use alternatives created by "vigilante list maintenance groups" that operate much like Crosscheck, with publicly available but incomplete data, "is all but designed to promote the narrative of fraud," Morse said. "Because it's not reliable enough."

Natalia Contreras covers election administration and voting access in Texas for Votebeat in partnership with the Texas Tribune. Contact Natalia at ncontreras@votebeat.org

Michael McDonald

@ElectProject

Republican states want the ability to purge voters from their rolls without any of the outreach to unregistered eligible individuals required by ERIC membership

Michael McDonald

@ElectProject

1h

I was an expert witness for the Indiana plaintiffs mentioned in this article. Indiana's use of Crosscheck (the former alt-ERIC) was indeed varied and wanting. Some counties checked over matches of movers and only verified a few, some accepted all the matches, some rejected all

Michael McDonald

@ElectProject

1h

Yes, it is possible to create a new alt-ERIC that functions well, but it is a real challenge. I expect the Koch or similar will fund it (taking the funding issue off the table). But doing matching *right* is difficult. Added to the startup costs will be the lawsuits

Michael McDonald

@ElectProject

1h

Could there have been a middle ground on ERIC? Start by throwing away the moronic Soros conspiracy theory used to justify leaving ERIC. The fundamental disagreement is requiring states to send voter reg forms to all identified unregistered but eligible individuals

Michael McDonald

@ElectProject

1h

Sending and resending voter registration forms every time a match with drivers license databases are run is a real cost. How many times do you need to continue to send forms to unregistered people? I'll allow for bad mail delivery 1 time, so let's say 2 or 3 times

Michael McDonald

@ElectProject

1h

At some point the Republican states' arguments are valid. Some people -- for whatever reason -- don't want to register. Resending forms will not solve the problem. Automatic voter registration might, but not proactively asking people to fill out a form mailed to them

Michael McDonald

@ElectProject

1h

ERIC could flag people who were previously identified as unregistered and times they showed up in prior matches. It may take some programming and IT infrastructure to make reports available to states. So some cost, but cheaper than alt-ERIC with more state participation

Michael McDonald

@ElectProject

56m

You know I've hit on a bipartisan solution when the cranky baseball agrees. The blockers are the Democratic states willingness to concede that there are diminishing returns to sending voter reg forms, and the Republican states ditching conspiracy theories

Quote Tweet

Dan McLaughlin

@baseballcrank

.

1h

I agree with a good deal of this thread. Ditching ERIC is a terrible idea that will make election security worse. Building a new one is costly & unnecessary. Not everybody wants to register to vote. And states do have a legitimate interest in periodic cleanup of the rolls. twitter.com/ElectProject/s...

From: Howell, Kelly A (GOV)
Sent: Tuesday, March 28, 2023 2:53 PM AKDT
To: Beecher, Carol L (GOV)
Subject: HB129 VOTER REGISTRATION - Supporting Docs
Attachments: HB 129 - Sponsor Statement.pdf, HB 129 - Sectional Analysis.pdf, HB 129 - Voter Registration Presentation.pdf, HB 129 - Why does Alaska have a 106 voter registration.pdf, HB 129 - PILF-best-practices-report-FINAL.pdf

Kelly Howell

Special Assistant

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HOUSE COMMITTEE ON
JUDICIARY
ALASKA STATE LEGISLATURE

Chair Rep. Sarah Vance
House.Judiciary@akleg.gov
(907) 465-2689

Sectional Analysis
HB 129 Voter Registration

“An Act relating to voter registration; and providing for an effective date.”

Section 1: Amends AS 15.07.130(a) to require the director to send a notice requesting address confirmation, to individuals who are not domiciled in the state.

Section 2: Adds new subsections AS 15.07.130 to that requires the division to adopt best practice regulations to ensure that multiple databases are used to cross check the master register utilizing multiple databases. Further requires best practice voter registration system and a written maintenance schedule.

Section 3: Adds a new section to AS 15.07 that requires the director to develop a voter cancelation policy to enhance voter roll accuracy.

Section 4: Uncodified effective date

Why does Alaska have a 106% voter registration rate?

By James Brooks

Updated: May 2, 2022 Published: May 1, 2022



An election official opens an absentee ballot envelope at the Division of Elections Region II office in Anchorage on Tuesday, Nov. 10, 2020. (Bill Roth / ADN)

JUNEAU —Last Wednesday, the Alaska Division of Elections mailed about 560,000 ballots for Alaska’s first statewide by-mail election, the vote to temporarily fill the U.S. House seat opened by the death of U.S. Rep. Don Young.

In the coming days, those ballots will be delivered to addresses recorded on the state’s long list of registered voters. That list, as of April 3, had 586,318 entries, but the Alaska Department of Labor and Workforce Development estimates that there are only 552,462 people of voting age living in Alaska.

Do the math, and that’s a voter registration rate of 106%. Subtract noncitizens and convicted felons ineligible to vote, and the rate grows —it was 113% at the time of the 2020 election, according to one estimate.

That rate isn't the result of fraud or illegal activity, elections experts say.

Instead, they attribute it to a combination of factors:

- Alaska has a robust and successful registration process. Anyone who applies for a Permanent Fund dividend —and in Alaska, that's almost everyone —is automatically registered to vote unless they're ineligible or opt out.
- Between 1990 and 2019, Alaska had the highest gross migration rate of any state, and the state continues to stay at or near the top of the list for mobility.
- State law allows people to stay registered when they move away, as long as they have an "intent of returning" to Alaska and don't register to vote anywhere else.
- The Permanent Fund dividend provides a big incentive to keep that intent to return.

"If a voter leaves, they —as long as they claim that intent to return —they're able to stay registered to vote in the state of Alaska," said Gail Fenumiai, director of the Alaska Division of Elections.

Other states have similar "intent to return" laws, but here, the possibility of a Permanent Fund dividend provides an incentive to keep an Alaska residency alive as long as possible.

"Alaska is extremely unusual for one big, huge reason. And that's the Permanent Fund dividend," said David Becker, executive director and founder of the nonpartisan Center for Election Innovation & Research, who has previously worked for the state.

"Because Alaska offers an advantage to residents that no other state offers, there's a big incentive for people to continue residence in Alaska, even if they happen to be temporarily living somewhere else," he said.

As of April 28, Alaska had 35,923 registered voters with Outside mailing addresses. If that population were a city, it would be the second-largest in Alaska.

Of those Outside voters, 14,344 voted in the 2020 general election, or 4% of all ballots in the election.

Two years ago, someone living Outside had to request to have a ballot mailed to them unless they returned to the state and voted in person. For the special U.S. House race, ballots are being automatically sent to all registered voters.

Those voters are being asked to pick one of 48 candidates, then mail the postage-paid ballot back to the Division of Elections.

In a Thursday hearing of the Senate Finance Committee, Sen. Bill Wielechowski, D-Anchorage, asked whether someone is breaking the law if they registered at an address, moved away 10 years ago and kept voting.

“No, there’s not necessarily a crime there,” said state attorney Thomas Flynn, adding that he would have to examine state statute for that precise hypothetical.

Outside-registered voters don’t account for all of the oddity in registration rates. Many times, people move without changing their address.

Between July 1, 2020, and July 1, 2021, more than 40,000 people moved out of Alaska, and over 37,000 moved into the state. Add those two numbers together and divide by the state’s population, and you get a gross migration rate of 10.6%.

Between 1990 and 2019, Alaska had a gross migration rate of 12.4%. That’s higher than any other state in the country, according to statistics kept by the Alaska Department of Labor and Workforce Development.

If someone stops voting in Alaska when they leave and doesn’t de-register when they leave, federal rules mean it can take more than four years for the Division of Elections to remove them from the list.

“We have 40,000 people, on average, come into the state every year. Forty-thousand people leave the state. We don’t teach people to unregister,” said Sen. Mike Shower, R-Wasilla.

“It’s not malicious. They just don’t know any better,” he said.

There’s no record of any of these registrations being used to perpetrate fraud, such as might take place if someone claimed to be an inactive or out-of-state voter and sought to cast a ballot using their name.

The state has security measures to detect that kind of fraud: For example, a voter and a witness must sign a mailed ballot and provide an identification that can be checked by elections officials.

In the Alaska Legislature, two elections bills —one in the House and the other in the Senate —are advancing with broad support and would change some of those security measures.

In other states, election-reform legislation has fallen along intense partisan lines, with Republicans saying they want to improve security and Democrats saying the methods used to obtain that security are disenfranchising voters.

Here, leading lawmakers have said that a bill will advance only if it has the support of Republicans, Democrats and independents combined.

To that end, Shower and Rep. Chris Tuck, D-Anchorage, are collaborating on separate measures, one in the House and one in the Senate, that are similar and intended to be combined and passed into law before the end of the legislative session on May 18.

Both bills would require the Division of Elections to compare signatures on mailed ballots to those on a voter's registration card. (Anchorage already does this with its elections.)

Both would require the division to increase the number of databases it consults when maintaining the voter list, and the division would be required to take extra steps to notify voters about how to de-register when they move away.

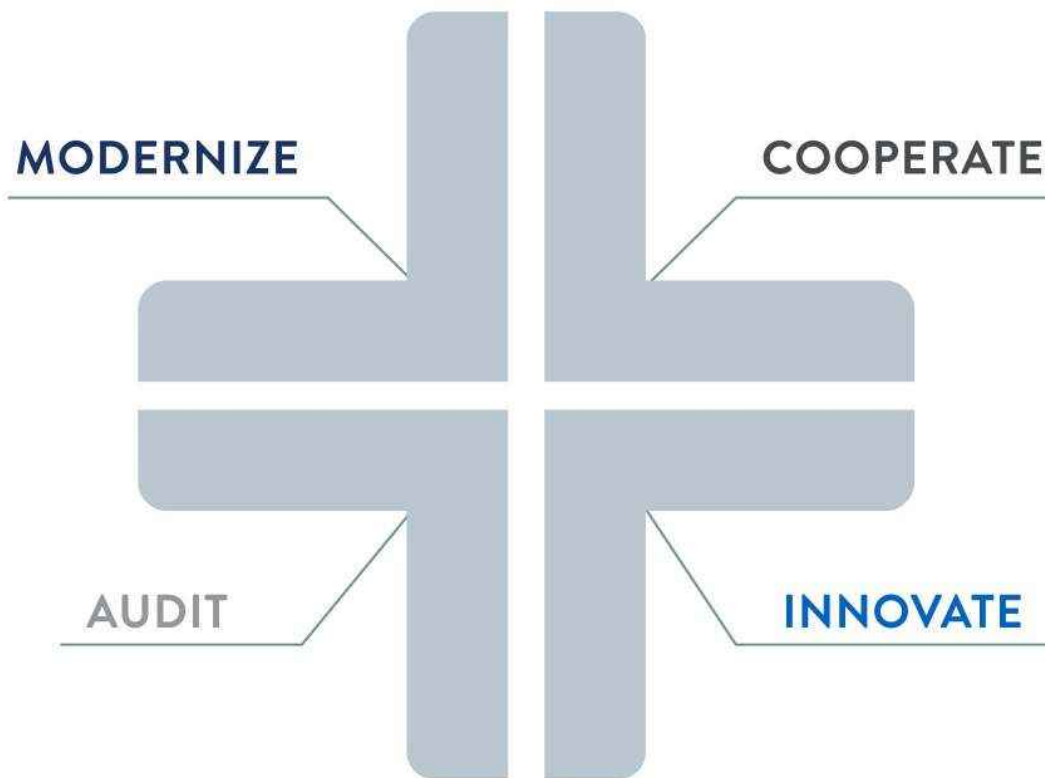
Neither bill changes the "intent to return" language in state law, and neither changes the Permanent Fund dividend voter registration program. Prior versions of Shower's bill would have changed the program to an opt-in one instead of an opt-out one.

BEST PRACTICES

— *for* —

ACHIEVING INTEGRITY

in VOTER REGISTRATION



A Report Prepared by the
PUBLIC INTEREST
— LEGAL FOUNDATION —

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PUBLIC INTEREST

— LEGAL FOUNDATION —

We are pleased to provide to you *Best Practices for Achieving Integrity in Voter Registration*. Over the years, we have had the opportunity to examine closely voter list maintenance practices in jurisdictions with serious problems with the accuracy of their voter lists. Trends have emerged. Solutions are available to address every shortcoming we have encountered.

This document is our attempt to disseminate lessons learned in those matters and hopefully encourage election officials to re-examine list maintenance procedures. Many election officials are doing fantastic work in this area, and this report also synthesizes these nationwide best practices. Improvement is always possible, and we hope our close examination of list maintenance practices will encourage improvement nationwide.

For example, we found that both large and small jurisdictions often do not have written list maintenance schedules and guidelines. As such, institutional knowledge is lost when personnel changes. One best practice we recommend is to institutionalize written procedures.

Policy makers interested in election administration should also find this report useful. Some states have statutory barriers to some of the best practices described in our report. That should change. Other states have no barriers, but just have not contemplated the legislation to help keep voter rolls clean. We believe policy makers interested in election integrity will find useful ideas in this report.

This report is the result of long, careful study by those most familiar with the shortcomings of existing election administration and those with real-world experience in improving election systems. I would like to thank Donald Palmer, a former state election director in multiple states, who was the primary architect of these recommendations, as well as Hans von Spakovsky, a former member of the Federal Election Commission, for his essential work on this report.

The Public Interest Legal Foundation exists to promote election integrity. We are happy to forward copies of this report to anyone who you believe might be interested.

Sincerely,



J. Christian Adams, President

FIXING THE VOTER LISTS

BEST PRACTICES IN VOTER LIST MAINTENANCE

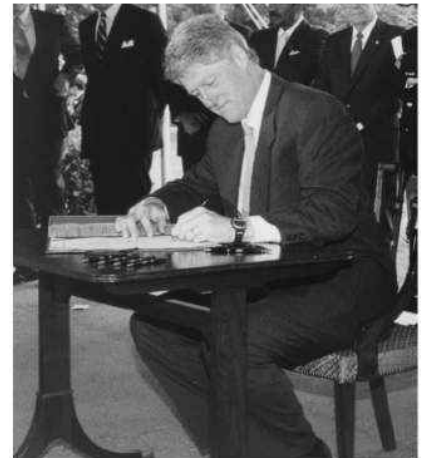
The most significant problem facing America's electoral process is the chronic inaccuracy and lack of integrity in the voter rolls that list the individuals registered to vote in local, state, and federal elections. Almost 25 years after the enactment of the National Voter Registration Act (NVRA),¹



one of the major purposes of the law—to protect the integrity of the electoral process and ensure accurate and current voter registration rolls—has still not been realized, and, in many ways, the situation has gotten worse.

While the mobility of the nation's population and the influx of non-citizens (both legal and illegal) has made the job of maintaining voter lists more difficult, the NVRA's focus on *written mail* communications with voters fails to take into account the rapid technological changes that have occurred in our society.

With our decentralized electoral system, many states and counties simply do not maintain voter lists in a consistent or uniform manner. Rather, their procedures are sporadic, unreliable and often not conducted in the most effective manner. Despite great advances in technology, most jurisdictions fail to use the latest database tools at their disposal and ignore best practices in their list maintenance activities. Innovation within the confines of existing statutes is also a rarity.



Library of Congress, 1993



In fact, most jurisdictions direct only the minimal amount of money and personnel to maintain what many would consider the foundation of the voting process in the United States— the official registered voter list.

IMPACT OF INACCURATE ROLLS ON VOTER CONFIDENCE IN ELECTIONS

What is being ignored is clear evidence of inaccurate voter rolls witnessed by the American people, including news reports of deceased citizens, ineligible felons, and non-citizens voting as well as individuals illegally voting in more than one state.

The risk of actual or perceived registration and voter fraud is perpetuated by highly-inflated rolls and registration irregularities that provide an opportunity for ineligible voters to vote in an election either intentionally or by mistake and for bad actors to commit voter fraud.

It is the responsibility of election administrators to use the list maintenance tools reasonably available to mitigate the potential for any registration or voting fraud. Irregularities and inflated rolls may lower voter confidence in the fairness and accuracy of elections. The end goal should be for all political parties and candidates to be confident that the winners and losers were correctly determined and the contest was conducted fairly. That requires an accurate voter registration list before anything else.



Enhancing voter list maintenance with new available technologies and increasing the cooperation between states, the federal government, and their various agencies would address an increasing range of problems the nation is facing with inaccurate voter lists.

The lack of information sharing to identify duplicate registrations, for example, negatively impacts voters and delays investigations of those registering or voting in more than one location.

Accurate voter rolls are important to the political process as errors in voter information data provided to candidates and political parties negatively impacts political campaigns that rely heavily on voter data to efficiently target their messaging and get-out-the-vote efforts. This report proposes a number of best practices to state legislatures and chief election officials to remedy the current problems.

PUBLIC INTEREST

LEGAL FOUNDATION

THE PROBLEM: THE NATION'S VOTER ROLLS ARE INACCURATE

A number of different organizations and national commissions, including the U.S. Election Assistance Commission (EAC), have identified the national crisis the nation faces with the lack of integrity of voter registration records. While the problem has been acknowledged on a bipartisan basis, the debates over the extent and impact of the problem continue to fuel partisan disputes. Where there are significant errors, there is a detrimental cost to society in undermining voter confidence in the electoral process.



A 2010 report by the Pew Charitable Trusts estimated that “2.2 million eligible Americans were unable to cast ballots due to problems with their voter registrations.”² In 2012, Pew Charitable Trusts issued another report finding that one of every eight voter registrations is no longer valid or is significantly inaccurate.³ The same report also found that “[m]ore than 1.8 million deceased individuals are listed as voters” and “[a]pproximately 2.75 million people have registrations in more than one state.”⁴ Experts found a hefty financial cost to taxpayers as inaccurate voter rolls result in millions of taxpayer dollars spent on undeliverable and wasteful mailings of election materials, and they encouraged the states to work together to update inaccurate and out-of-date registrations and to identify duplicate registrations.⁵



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More than
1.8 MILLION
deceased individuals were listed as voters.



Approximately
2.75 MILLION
people have registrations in more than one state.

The 2013 Presidential Commission on Election Administration (PCEA) found that accurate voter lists were essential to the proper management of elections and the goal of improving the voting experience.⁶ Based on the testimony of election administrators and other experts, the PCEA found that the lack of quality voter lists directly impacted the ability of people to vote and even reduced the ability of political parties to monitor elections to detect election fraud and other irregularities.⁷

From an election administration perspective, error-ridden voter rolls require additional time and attention of poll workers in serving voters, thus delaying the overall efficient movement of voters through the polling place.⁸ The PCEA found recurring registration inaccuracies cause a whole series of administrative challenges for poll workers in the efficient management of the voting process,⁹ resulting in longer lines and wait times for voters.¹⁰



Dec. 3, 2013 Presidential Commission on Election Administration's Final Public Meeting

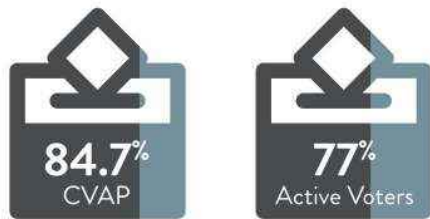
Similarly, the 2014 EAC Report to Congress also identified that inaccurate voter registration lists inevitably result in voters showing up at the wrong polling place and being redirected to another polling place.¹¹ Thus, there was a corresponding increase in the number of provisional ballots voted and the average vote time.¹²

For election administrators, outdated voter registration rolls will often result in the inaccurate allocation of voting equipment throughout the jurisdiction. Not surprisingly, the top reasons for the rejection of provisional ballots included the voter not being registered in the state (31%); being registered in the wrong jurisdiction (10%); and, having voted in the wrong precinct (9 %).¹³

WHERE THERE IS SMOKE, THERE IS FIRE

The failure of election officials to take reasonable list maintenance steps will inevitably result in highly inflated voter rolls and in registration rates chronically surpassing 100% of the eligible voting age population (or citizen voting age population) in the jurisdiction.

According to the 2014 EAC Report, the registration rate of the citizen voting age population (CVAP) was 84.7%.¹⁴ As expected, the CVAP registration rate for active voters was significantly lower at 77%.¹⁵ More revealing, the EAC Report exposed 148 counties across 24 states that had voter registration rates exceeding 100% of their Census population.¹⁶ Such inflated rates are symptomatic of chronic neglect of a jurisdiction's voter rolls.



VOTER REGISTRATION RATE



While just one cycle of neglect may result in highly inflated rolls, recurring impossibly high voter registration rates are the result of a decade or more of negligible list maintenance activities with little to no oversight by state or federal authorities. Investigations in these places will usually find a situation where there has been no list maintenance or even an adequate plan to detect the warning signs of inaccurate voter lists. In too many cases, jurisdictions eschew best practices because of limited resources and effort needed to comply with state or federal law.



Registration rates over 100% provide significant warnings to a jurisdiction of a flawed and incomplete list maintenance process. A jurisdiction does not have to wait until registration rates are over 100% of CVAP to start taking remedial actions. If the average voter registration rates in a state or region are anticipated to be in the low to mid-70th percentile of the overall voting age population, then local registration rates rising in the 90's or nearing 100% are leading indicators of major deficiencies in implementation of list maintenance.

Some local jurisdictions will incorrectly point the finger at state election officials as responsible for the local voter registration rolls. While the Help America Vote Act (HAVA) increased the oversight role of the state in the list maintenance partnership between states and localities, local jurisdictions remain responsible for basic voter list maintenance and registration activity. Many local jurisdictions ignore the new technology available to help address the problem of inflated rolls because of a reluctance to expend the necessary resources on personnel or vendors to assist in maintaining the rolls. In the case of many of these jurisdictions with highly inflated rolls, the raging fire of neglect is often identified only after years of everyone ignoring the smoke.

The U.S. Department of Justice (during the George W. Bush administration) and other voter integrity organizations have used registration rates above 100% as the basis to initiate investigations and file lawsuits to remedy long term, systemic voter list maintenance deficiencies.



In *U.S. v. Indiana* (2006), the parties entered into a consent decree to remedy highly inflated voter rolls and systemic problems with ineligible voters remaining on the official voter list.¹⁷ The decree required that Indiana identify and remove deceased and duplicate registrations and conduct a state-wide mailing to bring the state into compliance with the NVRA.¹⁸

RECOMMENDATIONS TO STATE LEGISLATURES & ELECTION OFFICIALS



IMPROVE AND ENHANCE AGING AND OBSOLETE STATE VOTER REGISTRATION SYSTEMS

The enactment of HAVA in 2002 required the implementation of computerized, state-wide voter registration systems in each state. Since then, some states have upgraded with the latest technology and capabilities; however, the majority of states have not made any significant changes or upgrades since that time. With recent revelations over the attempted hacking of online registration databases, improved cyber security must also be a priority.



These registration systems should maximize the use of interstate voter registration data and implement more frequent maintenance procedures into their voter registration system.



State legislatures, in conjunction with chief election officials, should require new and modern voter registration systems with features that enhance the ability to improve identity-matching in the comparison of voter registration lists with available government and public commercial data sources. The new voter upgraded registration system should have the capability to fully consume data from a multitude of sources, including data from interstate voter registration data sharing groups such as the Electronic Voter Registration Center (ERIC) and the Interstate Voter Registration Crosscheck (IVRC), and fully interact with databases maintained by state departments of motor vehicle (driver's licenses), departments of corrections, state and county tax departments, vital records departments, and federal databases such as the Social Security Administration master death index and alien databases at the U.S. Department of Homeland Security.

The new voter registration system should be designed to process the multiplicity of registration data inputs from other states and other reliable third party data sources involved in the ongoing maintenance of voter registration rolls. As the Carter-Baker Commission on Federal Election Reform recommended over a decade ago, the states should improve communication between the states by improving system operability with other state registration databases.¹⁹



AUDIT THE OFFICIAL STATE-WIDE VOTER REGISTRATION LIST EVERY FOUR YEARS

It is a recommended best practice to conduct an audit of the official voter list at least every four years, particularly in the year preceding the general presidential election. After the initial audit, the state election official may receive subsequent notification of address changes of voters throughout the cycle. In addition to very accurate voter rolls, studies have shown that these audit services have resulted in reduced mailing costs to localities due to more current, accurate addresses.



Such audits are necessary because only about half of voters affirmatively notify postal officials of their move and new address through the NCOA database. The remaining voters would not be otherwise identified as having moved unless there was additional commercial public data added to the NCOA comparison of the voter rolls.


The audit should be conducted with a reliable third party address data provider such as Experian or other National Change of Address (NCOA) vendor who utilizes a combination of government postal service data and other public commercial data from vendors that identify the current address of registered voters.²⁰

Immediate access to new address notification from these sources is key to accurate voter rolls and meeting the goals of the NVRA. A reasonable list maintenance mailing program must be continuous and ongoing as updated addresses are regularly provided by voters through the NCOA database. But local election officials must also be active in using other sources to update addresses and mail confirmation notices to voters who have moved inside or outside the jurisdiction. Timely and accurately addressed confirmation notices to voters living outside the jurisdiction allow voters to be informed of the need to register in their new locality and allow counties to cancel the registration rather than making them inactive or suspense voters, taking years to remove them from the voter rolls.

PARTICIPATION IN INTERSTATE VOTER REGISTRATION DATA-SHARING

Interstate voter registration data exchange is an important step towards improving the accuracy of voter registration rolls. Unfortunately, some states do not participate and many state laws unnecessarily restrict the sharing of voter registration data with other state election officials.

Privacy concerns should not stop election officials from sharing interstate registration data. The sharing of voter registration data should include HAVA-required registration data such as the last four digits of the social security number. The sharing of first and last name, date of birth, address, and last four digits of the social security number dramatically improves the quality and quantity of positive matches and decreases the number of errors and false positives.

 There is bipartisan support for the sharing of voter registration data for the maintenance of the voter rolls. One of the key recommendations of PCEA was that states should regularly update and compare voter registration lists and histories against each other to ensure that voters are correctly registered at one location.²¹ States should share registration data and synchronize voter lists to come as close as possible to creating an accurate list of all eligible voters.²² That process starts with joining and fully participating in interstate groups like IVRC and ERIC.

IVRC is a program that annually exchanges and compares voter registration lists and voting history to ascertain whether voters have multiple registrations. The Crosscheck process started in 2005 in a bipartisan effort by a number of Secretaries of State, including then Kansas Secretary of State Ron Thornburg (R) and Missouri Secretary of State Robin Carnahan (D). By 2016, 30 states were members of IVRC, comparing over 110 million registrations and voting records.



In this comparison process, each state submits its entire list of registered voters, including the voter's date of birth, last four digits of their social security number (as allowed by law), current voter registration address, and voter history of the November general election. In previous cycles, IVRC had identified over 5 million duplicate registrations within the participating states with potential double voting matches being provided to local or state law enforcement agencies for further investigation and prosecution.²³

ERIC was formed in 2012 with assistance from the Pew Charitable Trust, and is managed by the states that join. States upload voter registration and driver's license data every sixty days and the program provides individual reports of address or registration changes. ERIC provides data on in-state movers, out-of-state movers, duplicate registrations, and likely deceased voters.



By 2016, ERIC had 21 member states and over 14 million total records available for comparison every 60 days. ERIC has identified 1,000,969 cross-state or interstate movers, 3,829,631 in-state movers, 92,665 in-state duplicates not identified by normal HAVA checks, and 166,146 deceased voters not identified by traditional HAVA checks with the vital statistic agencies.²⁴

Both of these interstate voter registration data-sharing programs assist in the identification of duplicate registrations in multiple states. However, a key difference is that the IVRC program is free to the participating states. The ERIC program has an initial \$30,000 membership fee for each participating state, an annual fee based on the number of registered voters in the state, and fees for mailings that are required under the program. That includes a requirement that every participating state send a notice to all driver's license holders who are not registered to vote soliciting their registration. Safeguards should be instituted to verify the citizenship and eligibility of the recipients of this mailing.²⁵

INCREASE PROCEDURES IDENTIFYING DECEASED VOTERS

Despite recent efforts by states and localities, a large number of deceased registrants remain on the rolls for years or even decades after death. HAVA tried to correct this problem by requiring intrastate communication between election officials and other agencies such as state vital statistics departments and the federal Social Security Administration. Depending on the state system, the state election agency will either remove the deceased individuals at the state level or provide the potential matches to local election officials to complete the removal process.

While HAVA requires the state to get deceased information from other state and federal agencies, these processes and databases are not adequate to identify all deceased voters. Federal databases, such as the Social Security Death Index or the Social Security Master Death File, provide valuable information but they also have omissions or other errors in the matching process because the data provided at the time of death is different than the registration data. In many cases, states have successfully reached out to commercial vendors who specialize in death information to overcome these identification errors in federal databases.

Reviewing local and online newspaper obituaries, which can be a very effective way to identify deceased voters, should be part of any list maintenance program. Local election officials should



While the state has responsibility under HAVA to assist in the identification of deceased voters, local election officials have the ultimate responsibility under the NVRA and state law for their removal. **The failure to remove deceased voters is often caused by local election officials failing to routinely review their own voter registration list to identify centenarians with no voting activity for years** and other obvious irregularities and failing to conduct an inquiry to confirm the registration remains valid. As a result, local jurisdictions should have a robust system independent of the state, of receiving notification from local sources of deceased voters, and act in a timely manner.

establish relationships with local funeral homes to receive monthly lists of decedents or copies of death certificates. They should also receive a regular transfer of data directly from the local coroner or other local government agency that provides notification of deceased individuals. This direct notification is highly reliable proof that warrants the removal of deceased voters from the voter rolls.



Families of deceased voters are justifiably unhappy with receiving repeated election mailings to their deceased relatives. Election officials should accept written declarations from family members to promptly remove a deceased individual. Election officials should also accept sworn affidavits from non-relatives. In some jurisdictions, a written statement from the election official based on his or her belief or knowledge of the death of the voter will allow the deceased registrant to be removed. One additional recommendation is to allow these declarations to be provided as a scanned document by email to the local election official and not necessarily in person.

INCREASE FREQUENCY OF USE OF NATIONAL CHANGE OF ADDRESS (NCOA) DATABASE

The United States Postal Service (USPS) provides national change of address (NCOA) information to allow automated verification of addresses for registered voters. The NCOA database consists of change-of-address requests submitted by individuals to USPS when moving.²⁶ The NCOA database identifies the address change of voters and the election jurisdiction sends a forwardable confirmation notice.²⁷



Regular use of NCOA database throughout the year is arguably the best way to maintain rolls.

With a large percentage of citizens informing the postal service of their residency moves, the use of NCOA database for address confirmation multiple times a year is essential to reasonable list maintenance.

However, election officials should not be tied solely to the NCOA database. Election officials should send out confirmation mailings if the officials have “reason to believe” or received information “from any source” that indicates a voter has moved, such as statements on a jury declination form, or other returned mail. If the voter fails to return the confirmation notice, the voter’s name will be placed on the inactive or suspense list. The confirmation mailing is important as federal law permits the voter to be removed from the voter registration list immediately if the voter confirms in writing a change of address outside the county.

REQUIRE ANNUAL STATE-WIDE MAILINGS BY STATE ELECTION OFFICIALS

State-wide mailings are important to the accuracy of the voter registration rolls. Many states are already responsible, in part, for the process of sending mailings or confirmation notices to voters after receipt of information that a voter has moved outside the county or state.

However, many states leave all mailings to local election officials. This is inadequate.



To supplement inadequate list maintenance activity at the local level, state legislatures should require a separate annual state-wide mailing to all registered voters to help identify voters who have moved to another state or jurisdiction and are no longer eligible to vote. Mail that is undeliverable or a new address identified by the NCOA database should be followed by a confirmation mailing to place the voters who have moved from the state into an inactive status. To increase efficiencies, the state-wide mailing should be conducted in conjunction with an audit using NOCA information and other reliable address data to identify voters that have moved or otherwise become ineligible.



One recent example of the benefits of state-wide mailings is the situation in Indiana. In that case, 481,235 registered voters, or about 10% of the state's total, were properly removed from Indiana's list of registered voters after the November 2016 election. This process started in 2014 after Secretary of State Lawson mailed a post-card to every registered voter to confirm their address after years of neglect in list maintenance activities.²⁸



REQUIRE MORE FREQUENT MAILINGS BY LOCAL ELECTION OFFICIALS

While many localities will only send targeted mailings, notices to all voters in the jurisdiction are recommended because such a mailing reaches all voters regardless of voting history or other activity. The frequency of NCOA comparison and confirmation mailings to voters should be increased to quarterly reviews during the year, or, at a minimum, twice a year. The confirmation mailings should be forwardable or sent to both the old and new address to request the voter confirm the move and their new residence address.

Many jurisdictions will only send forwardable confirmation mailings to all voters who have identified an address change pursuant to the NCOA process. To supplement regular and consistent NCOA confirmation mailings, many jurisdictions send targeted mailings to voters who have not voted in the past election, not interacted with the election office, or failed to respond to some other type of mailing sent to the voter.



While this is important, for more accuracy and cost-savings, jurisdictions should consider the use of reliable commercial data to supplement NCOA data for their confirmation mailings in order to be more precise in identifying only those voters that have moved with the most accurate address on file.

The mobility of voters today requires that these mailings take place more frequently because the voter's move information becomes stale and outdated after a few months. Many election administrators are finding that a significant number of voters make multiple moves, which makes the original NCOA information inaccurate. If NCOA comparisons are completed only once a year or every two years, much of the address change data loses its accuracy and reliability.

A failure to conduct more substantial and regular NCOA mailings is a disservice to voters as it reduces the overall effectiveness of list maintenance. With only sporadic use of NCOA data, the mailing becomes less certain of actually reaching the voter and makes it less likely that the voter responds with helpful information.



USE OF OTHER RELIABLE DATA AND CANVASSING FOR LIST MAINTENANCE

Many jurisdictions use "other sources of address data" and "any information" to provide the state or local election office notification of a potential move by a voter.²⁹ These sources of data may include both government and public commercial data.³⁰ Local election officials can often find the most current address for voters who have moved away online for free. It is important that local election officials have the ability and flexibility to utilize such information when it appears the address has changed.³¹

Examples of other information election officials should obtain include undeliverable mail or address change notifications from jury questionnaires filled out by citizens. The local court system has direct interaction with citizens regarding potential jury service, and reliable and current address or residence change information is often directly obtained from the citizen. Upon receipt of this data, an election office will be able to investigate and promptly send a confirmation mailing to the registered voter.



Individuals may move out of a county or state and mail continues to arrive at their old address without any notification of change of address to the USPS. Those jurisdictions with recurring problems with the integrity of their voter rolls will often follow up with local investigation and a door-to-door canvass or census of neighborhoods to confirm the occupancy and status of voters, including whether registrants may be deceased or no longer live at the residence. With the introduction of new online voter registration or address update systems, the voters may be able to update or confirm their registration to a correct address during the canvass. Many local election officials, particularly in smaller jurisdictions, have found a level of success in updating or confirming voter records in the jurisdiction using this simple, but effective, list maintenance tool.



EDUCATIONAL CAMPAIGN ENCOURAGING CITIZENS TO INFORM ELECTION OFFICIALS OF ADDRESS CHANGE

As part of their state-wide mailing, legislatures should require state or local election officials to conduct an educational campaign in the year preceding the general presidential election. The campaign should inform voters of the importance of informing election officials of a change to their address to improve the integrity of the voter rolls and allow a seamless transition to their new jurisdiction.

Each election cycle, there are numerous outreach campaigns to encourage citizens to register to vote. However, little is done to educate voters on the importance of updating their existing voter registration or re-registering to vote when they move to another jurisdiction or within a jurisdiction.



Many citizens fail to understand that they may be required to re-register or update their registration when they move.

Few citizens currently inform election officials that they are moving and only slightly more respond to mailings requesting updates; therefore, any education efforts designed to increase the awareness of voters of the importance of updating their registration to a new address would help election officials maintain more accurate voter rolls in the most efficient manner possible—by the voter informing election officials of the change.



PROVIDE ONLINE TOOL FOR SELF-REMOVAL OF REGISTRATION FOR VOTERS WHO MOVED OUT OF STATE

One new best practice using the latest technology to increase the accuracy of voter rolls is providing voters a way to quickly and efficiently remove themselves from the voter rolls when they have moved to another state. Each state should provide departing voters the opportunity to go to a secure online portal at the Secretary of State's website and cancel their voter registration after providing certain identifying information to prevent unlawful access. This online request for cancellation of registration can be sent directly to voters by election officials who are mailing a confirmation notice asking the voter for more information on their status with a link to the online tool.



Many citizens will move to another state and go online to the elections office website looking for a way to transfer their registration information or inform election officials that their residence has changed. In many cases, there is no modern and effective way for the voter to complete this cross-state action. Implementing an online tool for self-removal of registration increases the efficiency of the removal process and reduces the overall cost of list maintenance mailings by not requiring postage costs.



ENHANCE ELECTION OFFICIAL'S NOTIFICATION PROCESS OF "NEW REGISTRATION" TO PREVIOUS JURISDICTION OF REGISTRATION

The written or electronic notification to a voter's old jurisdiction is actually one of the most effective means of maintaining the accuracy of voter rolls. When a voter arrives in a new jurisdiction, the voter should be required to provide their previous state, locality, and address of registration (if applicable) when they register to vote. This information should be provided on the voter registration application or during the online voter registration process.

Once a voter has registered to vote, and provided the previous registration information, the new jurisdiction should promptly send this new registration and affirmation information to the old jurisdiction by mail, facsimile, or email.

The notification of registration and written affirmation by the voter allows the voter to be removed from rolls by the previous state of registration because it is a signed form executed under oath.

In the last two decades, participation in this practice has become haphazard. As a result, its effectiveness has been reduced nationwide. As technology options have increased, many states have modernized the paper process of notification by mail to now provide electronic notification of new registration to the states of previous voter registration.

Many localities complain of receiving delayed notification of new voter registrations from other states, sometimes months or years after the registration in the new jurisdiction. The most common reason for the delay is the lack of personnel or resources in an office to handle the notification of registration to other states.

Legislatures should require the transition from paper to electronic collection and notification of this "previous registration" data as it reduces the cost of notification by mail. If the use of technology increases the ease of notification, there will be more participation in the program. However, the key is to require all the necessary information and confirmation of voter affirmation in the registration notification. In most

cases, state election officials need to encourage their local election officials to fully participate in this list maintenance notification process and provide necessary resources to ensure prompt notification between states.



ESTABLISH REGULAR TRANSFER OF JURY DATA FROM LOCAL COURT SYSTEMS

The state legislature and chief election official should establish a regular transfer of jury questionnaire data between the county and/or municipal court system and local election officials. It is recommended that localities establish a documented memorandum of agreement to establish a monthly transfer of address, felony conviction, and citizenship information from the clerk of the local court to the local election office.

A number of states have required or authorized the transfer of this data to assist local election officials in list maintenance. For example, Texas and Kansas have laws requiring that the information be transferred regularly to state election officials, who then provide the information to local election officials.³²



In Virginia, a number of local election officials had established a relationship with local court clerks to provide certain questionnaire data, but it was not uniformly required. In 2015, House Bill 1315 was filed to formalize this relationship.³³ The bill required the local sheriff, clerk, or other official responsible for juries to make information on citizenship, residency, felony status, or adjudicated incapacity available to the general registrar of the locality. The bill required the registrar to use the information to identify voters who were no longer qualified to vote and initiate list maintenance procedures pursuant to current law. The bill passed the General Assembly, but was vetoed by Governor Terry McAuliffe (D).³⁴

In every state, local court systems identify potential citizens to serve as jurors throughout the year, often from the voter registration list. They send notification of potential service and jury questionnaires by mail to the last known address of the citizen. Some notices will come back undeliverable or with notification of new address. The voters will respond to confirm the residence and other qualification or non-qualification of the individual to serve on the jury. Returned mail information and questionnaire data from jury summons sent by the local court system is a valuable reservoir of information for state and local voter list maintenance.



Best practices should require that the data provided to election officials include any information on address or residency change, and other qualification data, including citizenship or felony conviction. This information is gleaned directly from jury questionnaires that are completed by potential jurors who sign and affirm the information as true and correct under oath. The transfer of address and qualification data gleaned from the questionnaire should be transmitted on a monthly basis in an electronic format compatible for use by local election officials, or, in some cases, state election officials.

The information received will usually trigger address confirmation mailings under the NVRA or a request for more information from the local election official. Upon receipt, the local election official should promptly research the information and conduct a search or query to determine whether the individual matches the individual on the voter registration list. Many counties have informal relationships for such data transfer. However, with some localities, the relationship has become dormant with little to no information being provided to local election officials on a regular basis.

State election officials should conduct periodic oversight of existing state laws in this area of list maintenance and ensure that all localities are interacting on a regular basis with their local court system to acquire and utilize jury questionnaire data for list maintenance purposes. In some cases, the information of undeliverable addresses, new address of residents, and qualification information may be transmitted to the state election official and then disseminated to local election administrators. State election officials should also establish similar relationships with federal courts in their state to obtain federal jury information.



USE OF SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) DATABASE

A nationwide program designed to confirm the citizenship or non-citizenship of a person is the Systematic Alien Verification for Entitlements (SAVE) database. The SAVE database is managed by the U.S. Citizenship and Immigration Service (USCIS), a component within the Department of Homeland Security (DHS). With a signed agreement, SAVE provides a web verification service to help identify non-citizens that do not have the right to vote.



Federal law requires DHS-USCIS to respond to inquiries from federal, state, and local agencies seeking to verify the citizenship status of any individual within the jurisdiction of the agency for any purposes authorized by law. Under the REAL ID Act and final DHS-issued rules, states must use the SAVE program to verify the immigration status of applicants for driver's licenses and identification cards. Approximately 10 states have entered into agreements and training with the DHS for some level of participation and verification with the SAVE database. The chief election official in each state should contact the DHS and request a memorandum of agreement and training to join the SAVE program for voter registration list maintenance purposes.



ESTABLISH THE MONTHLY TRANSFER OF ADDRESS DATA BETWEEN THE DEPARTMENT OF MOTOR VEHICLES (DMV) AND STATE AND LOCAL ELECTION OFFICIALS

To increase the accuracy and integrity of the voter rolls, each state should establish a monthly transfer of data between the Department of Motor Vehicles (DMV) and local election officials to receive address updates and citizen/non-citizen information. Local election officials often complain that there is no formal way to receive information from the DMV when someone changes his or her address. This data can identify people who may have moved from their jurisdiction and are no longer eligible to vote.



Many people who move within a state must update their address with the DMV within a short amount of time in order to maintain vehicle registration and their driver's license. The transmission of updated addresses allows election officials to notify voters by mail who might have forgotten to update their voter registration.

The DMV also maintains data on the legal status of non-citizen residents and citizens who hold a driver's license or state ID and this information should be transferred monthly to election officials in an electronic format compatible for use by local election officials. Many local election officials never receive voter citizenship information from the DMV and therefore are not able to remove non-citizens from the voter registration list.



This DMV information can be used to verify the citizenship of voter registration applicants and to provide information on non-citizen residents who have become naturalized citizens eligible for voter registration.

The lack of transfer of citizenship data from DMV agencies might result in the initial erroneous denial of a registration and subsequent request for proof of documentation when that would not have been necessary if the proper and timely transfer of data had been established between the DMV and the locality. The use of citizenship information from the DMV would also avoid the erroneous or mistaken registration of non-citizens.



REQUIRE LOCAL ELECTION OFFICIALS TO PRODUCE QUARTERLY REPORTS OF VOTER REGISTRATION LIST MAINTENANCE ACTIVITIES

State legislatures or chief election officials should require local election officials to produce a public quarterly report that summarizes the status of the voter registration list and all maintenance activities that have taken place in the quarter.

One of the reasons voter registration rates have dramatically increased to over 100% in some jurisdictions is the overall lack of awareness by local election officials of systemic problems with their own voter registration list.



For example, basic research of the voter rolls can identify registered voters who may be over 100 years old in order to identify those who may have passed away yet remain on the rolls. The lengthy delay in removing deceased voters negatively impacts voter confidence.

Election officials should seek out different ways to monitor the warning signs of problems with the voter rolls, including using emerging technologies. The legislature and chief election official should ensure that local election officials have the tools and ability to determine whether or not there are more registered voters than the citizen voting age population in their locality, and whether existing list maintenance procedures are working or not.



The lack of awareness of some local election officials can be mitigated by training and education on the best ways to comply with state and federal laws. The self-identification of these errors and investigation by election officials often provide advance notice of negative trends and problems with the voter registration rolls that need to be addressed. An efficient, well-functioning list maintenance program will consistently monitor the voter registration roll and investigate issues that arise rather than waiting for problems to occur. It is a best practice to investigate and take action to remove obsolete registrations.

Local election officials need to be responsive to citizens and organizations that identify problems with voter registration rolls. Local election officials will often hear the complaints of citizens or citizen groups who are aware of deceased voters and otherwise ineligible individuals on the voter rolls. Election officials have a duty and responsibility to investigate all such complaints.



ENSURE LOCAL ELECTION OFFICIALS HAVE ADEQUATE RESOURCES, TRAINING, AND WRITTEN PROCEDURES TO CONDUCT LIST MAINTENANCE

To establish an effective program of list maintenance, there must be written procedures and established processes within the election office and with local agencies to ensure the continued flow of list maintenance activities when employees inevitably leave with institutional knowledge of these procedures and activities.

Another reason for inadequate list maintenance is the lack of necessary resources and personnel and poor training. Unfortunately, many local election officials never receive any formal training on the requirements of the law or how to ensure ineligible people do not remain indefinitely on the voter registration rolls. Election workers assigned to list maintenance need to be full time, not part time or seasonal employees, and must have sufficient knowledge and technical training to conduct list maintenance using modern technology. Further, all election office employees must be aware of available technology, tools, and training to assist with the required list maintenance activities.

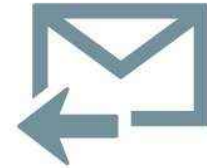


PUBLIC INTEREST

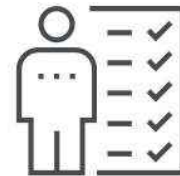
— LEGAL FOUNDATION —

SUMMARY

An effective list maintenance program requires a continuous mailing program throughout an election cycle, so that election officials receive a constant stream of information on address changes from a variety of sources. This is part of a regular mailing and confirmation mailing list maintenance program. When there is a failure to consistently and uniformly maintain voter rolls, their accuracy will deteriorate and they will become corrupted with ineligible voters and out-of-date registrations.



The failure to maintain a continuous program of reasonable list maintenance causes a number of problems, including inflated registration rates significantly above the norm or average registration rates, inaccurate voter rolls, misallocation of election resources, and erroneous polling place lists.



The identification of ineligible voters on the rolls years or decades later is a clear indicator of a lack of general list maintenance over a number of cycles. It is evidence that there is no effective system of identifying and removing these voters.

Election officials need to utilize the NCOA database and other reliable data sources for address confirmation mailings more frequently. They should institute an ongoing confirmation notice mailing program to the new addresses of relocated voters, information that can be obtained through the NCOA database and other reliable sources. Minimal voter card mailing activity every two years is simply not sufficient or adequate to reasonably maintain the voter rolls and the unsurprising result is inflated and inaccurate rolls.



State legislatures should authorize the sharing of voter registration data with other states and the federal government for the purpose of voter list maintenance and to prevent duplicate registrations in more than one state or jurisdiction. State legislatures and chief election officials should also join one or both of the two consortiums designed to share voter registration data to improve the accuracy and integrity of the voter registration list— the Election Registration Information Center (ERIC) and the Interstate Voter Registration Crosscheck (IVRC).



PUBLIC INTEREST LEGAL FOUNDATION
32 E. Washington St., Suite 1675
Indianapolis, IN 46204
info@publicinterestlegal.org
317-203-5599

Footnotes

1. Section 8 of the NVRA requires states to (1) conduct a general voter registration list maintenance program that includes a reasonable effort to remove the names of ineligible registrants from the official voter registration list, (2) to conduct any systematic removal of ineligible registrants not later than 90 days prior to the date of the primary or general election for a Federal office, and (3) to have list maintenance programs or activities that are uniform, non-discriminatory, and in compliance with the Voting Rights Act of 1965. The NVRA mandates certain requirements for notice mailings for registrants. Specifically, the NVRA requires that the notice be a postage prepaid and pre-addressed return card, sent by forwardable mail, on which the registrant may state his or her current address. The notice must advise the registrant (1) if he or she did not change residence or remained in the registrar's jurisdiction, that the card must be returned by the deadline for mail registration; (2) if the card is not returned, the registrant may have to affirm or confirm his or her address before being allowed to vote in any Federal election during the time between the date of the notice and day after the date of the second general election for Federal office occurring after the date of the notice; (3) if the registrant does not vote in an election during that period, the registrant's name will be removed from the list of eligible voters. The registrant may be removed from the official voter rolls if the registrant confirms in writing that he or she has changed residence to a place outside the registrar's jurisdiction in which the registrant is registered.
2. http://www.pewtrusts.org/-/media/legacy/uploadedfiles/pes_assets/2010/upgradingdemocracyreportpdf.pdf.
3. <http://www.pewtrusts.org/en/research-and-analysis/reports/2012/02/14/inaccurate-costly-and-inefficient-evidence-that-americas-voter-registration-system-needs-an-upgrade>.
4. *Id.*
5. *Id.*
6. The American Voting Experience: Report and Recommendations of the Presidential Commission on Election Administration, Jan. 2014, http://www.nased.org/PCEA_FINAL_REPORT_JAN_2014.pdf.
7. *Id.*
8. *Id.*
9. *Id.*
10. *Id.*
11. 2014 EAC Election Administration & Voting Survey Comprehensive Report submitted to the Congress, June 30, 2015 found at <https://www.eac.gov/research-and-data/2014-election-administration-voting-survey/>.
12. *Id.*
13. *Id.*
14. https://www.eac.gov/assets/1/1/2014_EAC_EAVS_Comprehensive_Report_508_Compliant.pdf.
15. *Id.*
16. *See, e.g.,* ALABAMA: Lowndes County – 127%, Perry County – 113%; ARIZONA: Apache County – 101%; COLORADO: Mineral County – 133%, Hinsdale County – 116%; GEORGIA: McIntosh County – 142%, Marion County – 129%; ILLINOIS: Franklin County – 190%, Pulaski County – 176%; INDIANA: Crawford County – 112%, Scott County – 107%; IOWA: Fremont County – 104%; KANSAS: Gove County – 116%, Cherokee County – 105% KENTUCKY: Breathitt County – 110%, Fulton County – 106%; LOUISIANA: Tensas County – 109%; MAINE: Sagadahoc County – 102%; MASSACHUSETTS: Dukes County – 101%; MICHIGAN: Leelanau County – 109%; Roscommon County – 107%; MISSISSIPPI: Noxubee County – 111%, Walthall County – 109%; MISSOURI: Ray County – 101%; MONTANA: Petroleum County – 108%, Carter County – 103%; NEBRASKA: Loup County – 110%, Wheeler County – 107%; NEW MEXICO: Harding County – 133%, Mora County – 110%; NEW YORK: Hamilton County – 122%; NORTH CAROLINA: Clay County – 103%, Yancey County – 101%; SOUTH DAKOTA: Hanson County – 163%, Campbell County – 105%; TEXAS: Brooks County – 123%, Kenedy County – 116%; VERMONT: Bennington County – 106%; Franklin County – 102%, WEST VIRGINIA: Mingo County – 108%, Lincoln County – 107%.
17. <https://www.justice.gov/crt/consent-decree-and-order>.
18. *Id.*
19. Building Confidence in U.S. Elections, Report of the Commission on Federal Election Reform, September 2005 found at <https://www.eac.gov/assets/1/AssetManager/Exhibit%20M.PDF>.
20. *See, e.g.,* Orange County Registrar of Voters report on Voter Registration Accuracy and Voter List Maintenance; 2012, available at: <http://www.oc-vote.com/election-library/docs/2012%20Voter%20List%20Maintenance.pdf> and <http://www.naco.org/articles/solutions-spotlight-cleaning-voter-lists-reduces-election-costs>.
21. The American Voting Experience: Report and Recommendations of the Presidential Commission on Election Administration, Jan. 2014, http://www.nased.org/PCEA_FINAL_REPORT_JAN_2014.pdf.
22. *Id.*
23. <http://www.ncsl.org/research/elections-and-campaigns/voter-list-accuracy.aspx>.
24. <https://www.nased.org/national-association-of-state-election-directors/winter-conference/2017/ERIC-Electronic-Registration-Information-Center-NASED-Winter-Conference-February-2017.pdf>
25. There were confirmed reports to the Pennsylvania Secretary of State that several non-U.S. citizen residents received solicitations shortly before the 2016 Election during the required bulk mailing. *See* Lifezette: Potentially Thousands of Illegal Voters in Pennsylvania (10/11/2016), <http://www.lifezette.com/polizette/potentially-thousands-illegal-voters-pennsylvania/>.
26. USPS records the change of address requests and shares that information with vendors for a variety of purposes. A large majority of states and counties in the nation consistently utilize the government database for change of address because it is the most utilized government database by voters and election officials for obtaining new addresses.
27. NCOA allows for updated addresses to be provided whenever there is a match between addresses submitted and addresses maintained on the NCOA files. Any county or jurisdiction may procure a USPS licensed vendor and send them a file containing their active voters. The selected vendor then compares the local voter list data to the NCOA database. After the comparison and identification of registrants who have moved, the vendor or the jurisdiction sends the pre-addressed prepaid postage mailings to anyone who appears to have notified the post office of a recent residential address change.
28. *See* http://www.nwtimes.com/news/local/govt-and-politics/elections/indiana-cancels-nearly-half-a-million-voter-registrations/article_d19554ff-61bd-5e9d-8324-d8f337f12e4.html.
29. NASS Report: Maintenance of State Voter Registration Lists, A Review of Relevant Policies and Procedures.
30. *Id.*
31. *Id.*
32. <http://www.ncsl.org/research/elections-and-campaigns/voter-list-accuracy.aspx>
33. <http://lis.virginia.gov/cgi-bin/legp604.exe?151+sum+HB1315>
34. <http://lis.virginia.gov/cgi-bin/legp604.exe?151+amd+HB1315AG>



HOUSE COMMITTEE ON
JUDICIARY
ALASKA STATE LEGISLATURE

Chair Rep. Sarah Vance
House.Judiciary@akleg.gov
(907) 465-2689

Sponsor Statement

HB 129 Voter Registration

"An Act relating to voter registration; and providing for an effective date."

House Bill 129 tackles Alaska's over-inflated voter rolls that are estimated to be around 113 percent! The challenge facing the Division of Elections to maintain current and accurate voter rolls is exacerbated by a highly transit population, automatic voter registration on the Permanent Fund Dividend application, and a current law that allows people to stay registered in the state as long as they have an "intent of returning."

HB 129 addresses these concerns by requiring the director to send letters to confirm the address of all voters not domiciled in Alaska and an easier system to cancel voter registration. Furthermore, this bill adopts the best practices for verifying valid Alaskan voter status with multiple databases. Alaska is currently part of the ERIC system and does not have a 50-state data comparison in place to assure those voting in Alaska are domiciled in-state or are qualified to vote in our elections. This bill mandates adoption of a best practice voter registration system with a written maintenance schedule.

The foundation of secure and trustworthy elections begins with accurate voter rolls. Over-registering voters makes our election system inaccurate and vulnerable to the actions of bad actors. Compromised data invites those with nefarious intent to exploit inactive voters and invites those who do not live in Alaska to influence our elections.

HB 129 provides clear direction to help clean up our voter rolls to reflect a more accurate representation of the Alaskan electorate to build trust in our election system!



HB 129

VOTER REGISTRATION

Providing for a regular review of the voter rolls.

Sponsored by: Rep. Sarah Vance

House District 6



Politics

Why does Alaska have a 106% voter registration rate?

By James Brooks

Updated: May 2, 2022

Published: May 1, 2022



Transit Population

Intent of Returning

PFD Automatic Voter Registration

DIVISION OF ELECTIONS SHALL ADOPT REGULATIONS

- 1 Annual Review**
- 2 Review Data Breaches**
- 3 Compare Eligible Voters**
- 4 Specify Databases**
- 5 Maintenance Schedule**
- 6 Registration Cancellation**



ANNUAL REVIEW

January of each year, the director shall examine the master register, and shall send a notice requesting address confirmation or correction to each voter

(4) who,...is not domiciled in the state





REVIEW DATA BREACHES

Regulations must provide for review of the register for data breaches,...

State officials said “outside actors” accessed the data through a flaw in the online voter registration system, which has since been patched. They were able to pull registered voters’ names, dates of birth, state identification numbers, last four digits of Social Security numbers, addresses and party affiliations. (Party affiliations, names and addresses are already publicly available through the state’s voter information database.) ADN article Dec. 3, 2020





COMPARE ELIGABLE VOTERS

Compare persons eligible to vote in the state,

- **deceased voters**
- **felons**
- **not qualified to vote under AS 15.05**
- **persons registered to vote in another state**





SPECIFY DATABASES

The regulations must specify records and databases for use in reviewing the master register;

- USPS National Change of Address Database
- Electronic Registration Information Center
- DMV records
- Department of Corrections
- Property & Sales Tax Records
- Social Security Records
- Municipal Assessor Database
- Social Security Administration Death Index
- Alien Database by Homeland Security
- Jury Duty Records





MAINTENANCE SCHEDULE

The director shall develop a written maintenance schedule and guideline manual for the system...

- provide a report on the system to the Legislature on the first day of session
- inform a voter of the criteria to qualify as a voter and penalties for misconduct.



CANCELLED

REGISTRATION CANCELTION

The director shall develop a process to allow a voter to cancel the voter's registration...

- in person
- before an election official
- electronically "email"

- display instructions for a voter to cancel the voter's registration at each polling place.



THANK YOU!

rep.sarah.vance@akleg.gov



REPRESENTATIVE

Sarah Vance

From: Kimberly Smith
Sent: Monday, April 3, 2023 4:42 AM AKDT
To: abramb@chq.gov; Andrew Dowd; afontes@azsos.gov; agrandjean@OhioSOS.Gov; Andrew Buller; Anthony Albence; James Tatum; Jocelyn Benson; beredondo@cee.pr.gov; Brad King; Bradford Raffensperger; Brenda Cabrera; bret.kelly@ncsbe.gov; brian.kruse@douglascounty-ne.gov; Brian Sleeth; bryan.caskey@ks.gov; bthompson@co.hunterdon.nj.us; Brittany Westfall; Brian Wood; Beecher, Carol L (GOV); Carol Morris; Caroline Fawkes; Carri Crum; Charles Holiday; Jay Ashcroft; cisco@sos.nv.gov; C.J. Garrison; Douglas Kellner; David Maeda; Dana Corson; Debby Erickson; Derrin Robinson; Sandra Pinsonault; D. Pliner; Dwight Shellman; ejohnsrud@co.mckenzie.nd.us; gabe.roseberg@ct.gov; Guy Mickley; Heidi Burhans; Heather Hawthorne; Howard Knapp; Timaka James-Jones; Melanie Clark; Jason Hancock; James Boggs; Jeff Hancock; Jenni Scutchfield; jesse.naiman1@wyo.gov; john.thurston@sos.arkansas.gov; joldfield@elections.il.gov; Janine Petty; jroebuck@miottawa.org; jshew@douglascountyks.org; julie.flynn@maine.gov; kingram@sos.texas.gov; Kathleen Montejo; Kori House; kplacencia@sos.ri.gov; kristen.e.uyeda@hawaii.gov; Kyle Thomas; kwhite@co.albany.wy.us; Kyle Ardoin; Lauren Zyriek; Lori Larsen; LR Booth; Mandy.Vigil@state.nm.us; marengoprobate@gmail.com; Maria.Matthews@DOS.myflorida.com; maria.pangelinan@gec.guam.gov; mark.goins@tn.gov; Diane Meadows; meagan.Wolfe@wi.gov; Monica Evans; Michael.Dickerson@mecklenburgcountync.gov; michael.watson@sos.ms.gov; Thompson, Michaela R (GOV); Michelle.Tassinari@sec.state.ma.us; mike.spence@caddoclerk.com; Molly Woon (molly.woon@sos.oregon.gov); Nancy Boren; Nicole Browne; Norma Figueroa Morales; nikki.charlson@maryland.gov; Nicholas Lima; pat.nakamoto@hawaiicounty.gov; Patricia Piecuch; pattyweeks@co.nezperce.id.us; Paul Lux; Rachel.Soulek@state.sd.us; Ralph Artigliere; rloy@deltacounty.com; robertd@pointing.com; RogerMillsCounty@elections.ok.gov; Rozan Mitchell; Batina Dodge; Shelly Jackson; Lori Stottler; Stuart Holmes; Susan Beals; Susan Lapsley; tami.spero@humboldtcountynv.gov; taranisha07_poa@yahoo.com; Timothy DeCarlo; Tonia Fernandez; vange.tauoa@gmail.com; viadm@aol.com; Guam; Wes Allen; Will Senning
CC: Thomas Hicks; Donald Palmer; Benjamin Hovland; Christy McCormick; Steven Frid; Amanda Joiner; Kristen Muthig; Kristen Lee; Heather Ford
Subject: Standards Board - Executive Board Election Materials & 2022 Minutes
Attachments: Standards Board Executive Board Nominating Information and Biographical Statements.pdf, Standards_Board_Bylaws 2020.pdf, HAVA Section 213.pdf, 2022 Standards Board Meeting Minutes Final.pdf, Executive Board Elections 2023 Final.pdf

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Standards Board Members,

On behalf of DFO Commissioner Thomas Hicks, please find attached the 2023 Executive Board Nominations Ballot Package, which includes a letter explaining the election process, HAVA Section 213, Biographical Information of Nominees, and the Bylaws as well as minutes of the 2022 Annual Meeting. If you have any questions or concerns, please contact Commissioner Hicks or myself at your convenience.

Kimberly Smith | Alternate Designated Federal Officer (ADFO), EAC Standards Board
U.S. Election Assistance Commission
633 3rd Street NW, Suite 200 | Washington, DC 20001
www.eac.gov

Meeting Minutes
United States Election Assistance Commission
STANDARDS BOARD MEETING
April 14, 2022
VIA ZOOM

The following are the Minutes of the United States Election Assistance Commission (“EAC”) Standards Board held April 14, 2022. The meeting convened at 1:30 p.m. EDT Via Zoom and adjourned at 3:37 p.m. EDT.

Welcoming Remarks

Amanda Grandjean, Chair of the EAC Standards Board welcomes all. She thanks the former Chair, Chris Piper, the EAC commissioners and EAC staff.

Chairman of the EAC, Commissioner Thomas Hicks, thanks Chairwoman Grandjean and all Standards Board members, noting that their participation and feedback is incredibly valuable to the EAC. He also highlights the importance of the work of state and local election officials, and adds that the EAC has new resources to support their work.

EAC Commissioner Donald Palmer, Designated Federal Officer for the EAC Standards Board, thanks all of the members for their hard work. He notes that it is the 20th anniversary of the Help America Vote Act (HAVA), and the EAC recently adopted VVSG 2.0 and a lifecycle policy. Commissioner Palmer adds that the EAC is prepared to implement the new security, auditability, and transparency standards in this version of the VVSG. Commissioner Palmer highlights speakers on the agenda and welcomes all questions and comments from Standards Board members during the meeting. He highlights the upcoming presentation from Chairwoman Grandjean, the update on the EAC e-pollbook pilot program, a panel addressing supply-chain challenges, and a discussion on the implementation of VVSG.

Chairwoman Grandjean introduces EAC Acting General Counsel Amanda Joiner for a presentation on Standards Board membership guidelines and policies. Ms. Joiner provides an overview of the Federal Advisory Committee Act and the permanent advisory boards established under HAVA. Ms. Joiner notes the duties and responsibilities of Standards Board members and notes restrictions on lobbying. Ms. Joiner concludes with a summary of advisory committee management guidelines and notes that members may ask questions at any time.

All Members of EAC Standards Board Sworn-In

Commissioner Donald Palmer leads the recitation of the Oath of Office.

Roll Call

Derrin Robinson, Secretary of the Standards Board, calls roll. Secretary Robinson declares a quorum with 69 members present.

Introductory Business

Approval of Agenda

Chairwoman Grandjean has the agenda for the meeting displayed on the screen and calls for a vote to approve the agenda. Secretary of State John Merrill submits a motion to approve the agenda and Brad King seconds the motion. All are in favor and the agenda is approved.

Approval of Minutes of the June 17, 2021 EAC Standards Board Meeting

Chairwoman Grandjean has the previous meeting minutes displayed on the screen and calls for a vote to approve the minutes. Anthony Albence submits a motion to approve the minutes and Secondra Meadows seconds the motion. All are in favor and the minutes are approved.

Appointment of Election Certification Committee

Pursuant to the Standards Board Bylaws, Chairwoman Grandjean appoints Dag Robinson, Anthony Albence, Brad King, Deborah Scroggin, and Batina Dodge to the Election Certification Committee.

Report of the Proxy Committee

On behalf of the Proxy Committee, Mandy Vigil confirms one verified proxy. Ms. Vigil explains that Andrew Buller proxies his ability to vote to Brian Kruse.

Standards Board Executive Board Election

Chairwoman Grandjean introduces the Standards Board Alternate Designated Federal Officer Kim Smith to explain the election process. Ms. Smith reminds the Standards Board members that they should have received an email containing election information and the biographies for all of the nominees. She notes that the Standards Board is filling two vacancies on the Executive Board and there are four candidates on the ballot. Ms. Smith explains the Executive Board membership requirements under HAVA. She notes that the members should have a link to vote and provides contact information for election support. Ms. Smith explains that the ballots will remain open for 30 minutes and after the votes are tallied the Election Certification Committee will declare the new Board members elected.

General EAC Update

Chairwoman Grandjean introduces Mark Robbins, Interim Executive Director of the EAC. Mr. Robbins thanks the Commissioners, EAC Staff, and Standards Board Members. Mr. Robbins notes that he is excited to be back at the EAC, but does not intend to apply to be Executive Director on a full-time basis. He adds that he is pleased with the improvement of EAC operations over the ten years since he last left the Commission in 2012. Mr. Robbins adds that the EAC advisory boards were not able to meet in 2012 due to a lack of DFOs, so he is happy to be at the meeting today.

Mr. Robbins also highlights that the EAC is better funded today than it was in 2012. He points out that in 2022 Fiscal Year Budget the EAC received a \$3 million or 19 percent increase in its operational budget. Mr. Robbins also notes that the EAC will be able to more easily fund the National Institute of Science and Technology (NIST) through interagency agreements. Mr. Robbins notes that with the funding, the EAC intends to set priorities including: backfilling open positions that were in existence in 2021, continuing to build out the EAC Testing and Certification Program, improving the EAC website, and continuing to build out the EAC Clearinghouse.

Mr. Robbins turns to a discussion of two grant programs in the EAC Fiscal Year '23 budget proposal and highlights the increase in EAC grant funding since 2012. The proposal includes a competitive grant program, called innovation grants, and the budget proposal calls for \$250 million. The budget proposal also includes a formula grant for states and localities through a \$10 billion grant program to be expended over 10 years. Mr. Robbins notes that for the payment of grants, the EAC has not dealt with localities directly, but under these grants localities could apply if state law allows. He adds that these grant programs are still a work in progress.

Mr. Robbins highlights the work of the fully-staffed EAC Clearinghouse Division. He notes that the EAC is ready, willing, and able to accept recommendations from stakeholders on what to prioritize. He adds that updating the EAC website will make Clearinghouse resources more accessible.

E-Poll Book Program Update

Chairwoman Grandjean introduces Jon Panek, Director of Testing and Certification at the EAC, for an update and presentation on the status of the e-pollbook pilot program. Director Panek notes that over the last eight months, the EAC has been working on developing a pilot program for testing and certification of e-pollbook systems. He adds that the pilot will contour the existing Voting System Testing and Certification Program in order to leverage a well-understood process.

Director Panek explains that the pilot will develop the following key elements: requirements and responsibilities for manufacturer participants in the program, a way for manufacturers to register to formally participate, testing requirements and procedures, reporting and certification artifacts, as well as a quality monitoring program. He adds that EAC staff researched State e-pollbook testing programs and found that there is a little bit of a gap in accessibility and security requirements, so the EAC is drafting a document

with requirements for these areas of accessibility and security for e-pollbook systems. The EAC has shared a draft of security requirements with NIST and is working on the draft for accessibility requirements.

Director Panek highlights that last November, the EAC held a roundtable discussion on considerations for this pilot. He adds that the next steps are to complete the draft requirements and to share with stakeholders for feedback.

VVSG 2.0 Implementation Discussion

Chairwoman Grandjean introduces Rob Rock to moderate the discussion on VVSG 2.0 implementation. Mr. Rock first introduces Director Panek for a brief overview of the EAC's status. Director Panek explains a brief background on what's necessary for testing to any new VVSG standard once it's been adopted. Director Panek explains that the EAC's Voting System Test Labs (VSTLs) must be accredited to test to the new standard, which is a two-part audit process. The next step in this process is for the VSTLs to apply for accreditation. Mr. Panek adds that once the labs are accredited, the timeline of submission to certification for voting systems could be eight months to over a year depending on how prepared the manufacturers are and the number of issues encountered during test campaigns that need to be resolved.

Mr. Rock introduces the panel, consisting of VSTLs and manufacturers. He poses the following two questions to the entire panel: what are your next steps regarding the implementation of VVSG 2.0 and what is the estimated timeline that a system could be realistically certified?

Ed Smith from Smartmatic thanks all for being included in the discussion. He notes that the questions have come up before, and notes that he is less optimistic about the timeline. Mr. Smith estimates that the timeline is likely a 12-month-plus process, as this is a new iteration of VVSG and some ambiguities may need to be addressed. He notes that the VSTLs need to be accredited as the next step and manufacturers need to have the rest of the EAC processes and clarifications of VVSG.

Traci Mapps from SLI Compliance notes that SLI compliance is wrapping up updates to internal processes and procedures in preparation for testing to the VVSG 2.0. She is hopeful that once accredited, VSTLs can test a voting system in eight months to a year. She agrees with Mr. Smith that there will likely be Requests for Interpretation (RFIs) but hopes that the test assertions will help to limit the number.

Michael Walker from Pro V&V notes that Pro V&V is also getting internal documentation in order. He adds that Pro V&V hopes to be accredited to 2.0 by the end of 2022. He notes that the timeline is difficult to predict because of RFIs but believes that it will become faster as 2.0 matures.

Mr. Rock opens for questions from the Standards Board members. There are none and he thanks the panelists.

[Chairwoman Grandjean initiates a 5-minute break]

Subcommittee Reports

Chairwoman Grandjean notes that she is going to recognize the Standards Board Subcommittee Chairs for a brief update on all of the work that they've been doing over the past several months in their various subcommittee subject matters.

VVSG

Rob Rock, the Chair of the VVSG Subcommittee, notes that the VVSG Subcommittee is made up of six election officials, Mandy Vigil of New Mexico, Brian Wood from West Virginia, Janine Petty from Arizona, Ken Matta from Arizona, and Debbie Erickson from Minnesota. Mr. Rock notes that the subcommittee has met three times over the past several months and adopted a charter. He adds that the subcommittee's next task will be to review the EAC's draft of the requirements for the e-pollbook pilot. He calls on any other members that may wish to serve on the VVSG subcommittee.

Grants and Resources

Andy Dowd, Chair of the Grants and Resources Subcommittee, notes that the Subcommittee promotes the availability of grants and resources that are available to Standards Board members and hopes to highlight some of the success stories that people have had using available funds. Mr. Dowd highlights EAC grant funding since 2018 and hopes to get more information out on future funding.

Standards and Practices

Amanda Grandjean, Chair of the Standards and Practices Subcommittee, notes that the Subcommittee met and came up with the mission and goal of information-sharing. She adds that the Subcommittee has a survey coming out to the members and she encourages the members to take the time to fill it out. Chair Grandjean notes that election officials all have very little resources and very little time, so the Subcommittee wants to make information-sharing as efficient as possible and make the sharing of best practices and standards very easy and transparent across the States.

EAVS

Mandy Vigil, Chair of the EAVS Subcommittee, notes that the Subcommittee includes five individuals, three State members and two local members: Janine Petty, Nikki Charlson, Michelle Tassinari, and Rene Maas. Ms. Vigil notes that the goal of the Subcommittee is to be able to highlight either challenge areas or areas of success in all aspects of the EAVS report. She notes that this is meant to inform the EAC on how they

can improve that process. Ms. Vigil also encourages members to consider joining the EAVS Subcommittee.

Election Security

Dwight Shellman, Chair of the Election Security Subcommittee, notes that the portfolio of the Subcommittee is generally to review and assess the material security protocols generally applicable to the conduct of elections in the United States, when appropriate, identify enhancements to existing protocols that State and local election officials should consider implementing in response to a very dynamic and constantly changing threat environment. He adds that the Subcommittee includes himself, Nikki Charlson, Kenny Barger, Patty Weeks, Rina Fontana Moore, and Derrin Robinson. Mr. Shellman explains that the Subcommittee has not yet met but is open to other members.

Panel Discussion - Mitigating Supply Chain Issues

Chairwoman Grandjean introduces Jamie Shew to moderate the next panel discussion on mitigating supply-chain issues. Mr. Shew introduces the panel: Ford Bowers, President and CEO at PRINTING United Alliance; Jim Suver, Vice President of Business Development at Runbeck Election Services; and Chris Wlaschin, Senior Vice President and Chief Information Security Officer for Election Systems and Software.

Mr. Shew asks Mr. Bowers to discuss the current situation and the factors that are causing supply-chain issues with paper. Mr. Bowers notes that paper supply is experiencing the supply-chain issues that have pretty much hit every sector in the economy and produced labor shortages, transportation snafus, and rising costs. He adds that the supply of paper in North America has been in decline for probably 20 or 30 years. This is because the mills that produce those papers and materials are closing and no new mills are coming online. Mr. Bowers notes that the demand has also shifted to paper supplies for online orders, such as boxes. He explains that the combination of these factors has led to a 40 percent increase in the cost.

Mr. Shew follows up and asks Mr. Bowers how long it will be until the situation resolves itself. Mr. Bowers estimates that it will not be resolved in the coming years and is probably going to be a long-term structural issue.

Mr. Shew asks Mr. Suver what mitigation efforts that election officials should be thinking about for this upcoming election cycle. Mr. Suver notes that election officials should continue to communicate this issue and this challenge. He stresses the importance of dialogue between jurisdictions and their respective ballot manufacturers, as well as communication to the envelope and mail houses, and the mail fulfillment centers.

Mr. Shew follows up and asks Mr. Suver if he anticipates changes on the administration and vendor side in the coming years. Mr. Suver responds that he does not anticipate many changes in the process.

Mr. Shew asks Mr. Wlaschin what efforts vendors are making to reach out to their clients, and what are conversations election officials should be having with vendors. Mr. Wlaschin responds that medium-sized jurisdictions and small jurisdictions with local paper suppliers are often not aware of the issues. He recommends getting paper orders in early and establishing a relationship with a secondary or a backup print partner. Mr. Wlaschin concludes that communication is very important.

Voter Registration System Security

Chairwoman Grandjean announces that she will present on voter registration systems and their security and integrity. Chairwoman Grandjean notes that Ohio has a statewide voter registration database pursuant to HAVA, but the statewide voter registration database is merely a reflection of what is in the county's voter registration database as Ohio is decentralized.

Chairwoman Grandjean explains that Ohio's certification program is run by the Board of Voting Machine Examiners, which is a bipartisan board that is made up of four election officials, two from each political party. They recommend for certification voting systems and equipment, remote ballot marking devices, and electronic pollbooks. She explains that Ohio Senate Bill 14 allows for the certification of voter registration systems as well. That Bill allows Ohio's Board of Voting Machine Examiners to examine the voter registration systems themselves pursuant to the matrix. She notes that this is a public, transparent process. Chairwoman Grandjean explains the full process and encourages members to send questions via email.

Paul Lux asks about the timeline for systems being grandfathered in and decertification. Chairwoman Grandjean explains that there is flexibility to transition.

Results of Executive Board Election

Secretary Robinson, on behalf of the Election Certification Committee, certifies that the results are appropriate. He announces that Bryan Caskey of Kansas and Janine Petty of Arizona have been duly elected to the executive committee.

New Members of Executive Board Sworn-In

Commissioner Palmer swears in the Executive Board members and recites the oath of office.

Closing Remarks

Chairwoman Grandjean thanks all for their attendance and service as election officials.

Bob Giles announces that he will be retiring and will be replaced on the Standards Board.

Mr. King thanks the EAC for putting the meeting together.

Motion to Adjourn

Chairwoman Grandjean solicits a motion to adjourn the meeting. Rob Rock makes a motion to adjourn and Keith Ingram seconds the motion. All are in favor and the meeting is adjourned.

The Standards Board meeting of the United States Election Assistance Commission adjourned at 3:37 p.m. EDT on April 14, 2022.

Nominee to the Executive Board of the EAC Standards Board

Biographical Statement

Name:	Kyle Ardoin
Title:	Secretary of State
State/Local Election Official:	State
Jurisdiction:	Louisiana
Party Affiliation:	Republican
Elected/Appointed Official:	Elected

Kyle Ardoin is Louisiana’s 44th Secretary of State. A resident of Baton Rouge, Secretary Ardoin was elected on Dec. 8, 2018. He brings a wealth of knowledge to the office having served as interim secretary of state from May 2018 until his election, and first assistant secretary of state for eight years prior to that. Secretary Ardoin previously served as President of the National Association of Secretaries of State, currently serves on the Election Infrastructure Subsector Government Coordinating Council, and became certified as an Elections Registration Administrator in 2021. Secretary Ardoin’s goals include securing a paper based voting system for the state, protecting the security of sensitive voter data and continuing the agency’s high-tech protections for both the Elections and Commercial divisions.

As a lifelong resident of the State of Louisiana and a native of Ville Platte, Ardoin is an experienced leader with a genuine passion for citizenship and participation. He graduated from Louisiana State University where he majored in political science and minored in speech communications. He brings to the office more than 30 years of experience working in both the private and public sectors.

Secretary Ardoin has a diverse background, which includes starting his own association management and lobbying firm, which specialized in health care and educational services. He also has extensive experience in state government having worked for the Louisiana House of Representatives, served as a gubernatorial appointment on the Capital Area Human Services District and served on the Health Care Reform Commission before his service as First Assistant Secretary of State. Additionally, he was elected to and served four years on the West Baton Rouge Parish School Board.

Secretary Ardoin is married to the former Letti Lowe of Port Allen and has a daughter, Abbigale and grandson, J.J. The Ardoins are members of St. Aloysius (AL-oh-ISH-əs) Catholic Church in Baton Rouge.

Secretary Ardoin has made Louisiana an example of voting procedures that are inclusive to all voters and has implemented excellent procedures for Parish Clerks of Court to provide quick and accurate tabulations usually 2 hours after poll closing.

Nominee to the Executive Board of the EAC Standards Board

Biographical Statement

Name:	Nancy Boren
Title:	Director of Elections and Registration
State/Local Election Official:	Local
Jurisdiction:	Georgia
Party Affiliation:	Unaffiliated
Elected/Appointed Official:	Appointed

Georgia has been ground zero for elections issues since the 2020 Presidential Election. I have been a county elections director for 28 years and can provide a unique perspective for elections administration, battling disinformation, surviving various political climates, navigating legislative agendas, and building voter confidence.

WORK EXPERIENCE

Director of Elections and Registration
Columbus Consolidated Government
1995–Present

Interprets, implements, and ensures compliance with federal, state, and local laws, rules, regulations, and codes related to voter services and all aspects of elections and voter registration – Evaluates, manages, and trains employees and poll workers – Responsible for inventory, maintenance, storage, and development of voting equipment and security systems – Directs the preparation and administration of the annual budget and provides long-range planning

Affirmative Action Officer
Columbus Consolidated Government
1994–1995

Developed and administered a comprehensive Administrative Action Program utilizing an internal audit system to monitor and evaluate personnel functions – Implemented training programs for government personnel

Deputy Coroner Columbus
Consolidated Government
1986–1994

Managed a caseload of approximately 350 cases to include: initial on-scene investigations, administrative reporting, analysis of data, and determination of investigative methods – Developed methods for handling sensitive cases

AWARDS & COMMUNITY INVOLVEMENT

Member US Elections Assistance Commission Standards Board
President Voter Registrars Association of Georgia
Board Member Goodwill of the Southern Rivers
Legislative Committee Member Georgia Election Officials Association
State Regional Facilitator

Awards

2022 Omega Psi Phi Fraternity Citizen of the Year
2022 Urban League Legacy of the League Honoree
2021 Liberty Bell Award Columbus Bar Association
2020 Democracy Action Hero USC Schwarzenegger Institute
2010 Rosa B. Parks Woman of Courage Award
2010 Frances Duncan Award for Outstanding Achievement

EDUCATION

Columbus State University
Master of Science, 1991
Pi Alpha Alpha National Honor Society

Columbus State University
Bachelor of Science, 1988
Lambda Alpha Epsilon

Nominee to the Executive Board of the EAC Standards Board

Biographical Statement

Name:	Andrew T. Dowd
Title:	Town Clerk/Chief Election Official
State/Local Election Official:	Local
Jurisdiction:	Massachusetts
Party Affiliation:	Unaffiliated
Elected/Appointed Official:	Appointed

I would like to continue serving on the Executive Board of the EAC Standards Board. When the current Executive Board was installed in June of 2021, we were an entirely new board, with no incumbent members. In that short period of time, we have developed a successful team. If chosen for a second term, I believe by experience as a current board member will be valuable to the new Executive Board.

Thank you for your consideration.

Nominee to the Executive Board of the EAC Standards Board

Biographical Statement

Name:	Brad King
Title:	Co-Director, Election Division of the Office of the Indiana Secretary of State
State/Local Election Official:	State
Jurisdiction:	Indiana
Party Affiliation:	Republican
Elected/Appointed Official:	Appointed

I respectfully ask for your support in serving as a member of the Executive Board. The Standards Board plays a vital role in accomplishing the critical work of HAVA: to ensure that voters have confidence that the voting systems they use to cast their ballots function with accuracy and integrity.

During my previous service on the Executive Board, I focused on achieving our long-sought goal of bringing the proposed VVSG 2.0 standards forward for consideration by the EAC. On April 19, 2018, the Standards Board voted almost unanimously to recommend that the EAC adopt VVSG 2.0.

There is still important work for the Standards Board to do.

After the EAC voted to adopt VVSG 2.0, it has been engaged in implementing the general principles set forth in the Standards in each aspect of the voting system certification process. As the EAC accomplishes goals such as the certification of voting system test laboratories to accredit to the new Standards, we as Standards Board members can continue to provide our experience and expertise to ensure that the testing and certification process will be efficient, thorough, and inspire confidence in the electoral process among the voters whom we serve.

Let our good work continue!

I am a native of Omega, Indiana (population 50). Although Omega was too small to have its own town government, I developed a lively interest in the elections process that has never left me.

I received my undergraduate degree in history and political science from Indiana University (B.A. 1978), and was a student in one of the nation's first election law courses, which was offered at the Marshall-Wythe School of Law, College of William & Mary (J.D. 1981). I am a member of the California and Indiana bars.

My interest in voting system standards goes back almost to the beginning of my involvement in election administration. I served as counsel to the Indiana House and Senate Elections Committees from 1985-1990, and drafted legislation setting forth the standards and certification procedures for new voting systems.

I served as General Counsel to the Indiana State Election Board (later Commission) from 1992-1999. My duties included providing staff support and legal advice to the Voting Systems Advisory Committee, whose membership included county election administrators and individuals with technical expertise concerning voting systems.

From 1999-2002, I served as Director of Elections for the Secretary of State of Minnesota, and supervised the voting system certification process in that state, including a revision of administrative rules concerning voting system standards.

Since 2002, I have served as Co-Director of the Election Division of the Office of Secretary of State of Indiana, and last month was reappointed to serve another four year term in that position. My duties include preparing legislation to update voting system statutes and bringing enforcement actions before the Indiana Election Commission against vendors who market or sell uncertified voting systems.

In 2005, I drafted legislation which led to the creation of the Voting System Technical Oversight Program (VSTOP), one of the first state-level voting system certification programs, which is administered by Ball State University. In 2013, I drafted legislation to enable VSTOP to administer the nation's first statutory certification program for electronic poll books.

I served as President of the National Association of State Election Directors (NASSED) from 2012-2013. During my tenure as President, I established a NASSED committee to plan for the continued development and improvement of voting system standards while the EAC and Standards Board were not functioning.

I have served as Chair of the Standards Board in previous years (having earlier served as Vice-Chair and Secretary), and coordinated the publication of a monthly newsletter to keep the entire Standards Board membership informed of important developments. I have served as a chair of the bylaws committee, and been active in planning several Standards Board meetings.

Thank you very much for your consideration and the opportunity to serve.

Nominee to the Executive Board of the EAC Standards Board

Biographical Statement

Name:	Howard M. Knapp
Title:	Executive Director, S.C. State Election Commission
State/Local Election Official:	State
Jurisdiction:	South Carolina
Party Affiliation:	Unaffiliated
Elected/Appointed Official:	Appointed

I am seeking to serve on the Executive Committee of the Standards Board because I have led my agency through much of the challenges and issues that have and will be facing the Standards Board in the near future.

An emerging issue with which we are all contending is election auditing. In my current role, I have the authority to conduct post-election audits in any election that occurs in the state. Thus, in South Carolina, we have researched and piloted a myriad of election audits. My agency has established election audit standards and practices that, I believe, would be beneficial for other states to also consider. On top of election audit standards, my agency has also developed audit standards for county compliance audits-- where my agency audits county offices to ensure the counties follow federal law, state law, as well as my agency's policies and procedures.

Another area that the Standards Board will be facing (and where my agency has already tread ground) is establishing standards for non-voting systems, ballot delivery systems, as well as accessibility and security standards. South Carolina has a statewide e-poll book system and two options for ballot delivery systems. Since there are no federal standards (yet) regarding these types of systems, my agency had to develop its own standards and worked extensively with all vendors to make amendments and changes to their systems to make them more secure and accessible for South Carolina voters.

Finally, as one of a few election officials who is both a member of NASED and the Chief Election Official of their state, I bring a somewhat unique perspective to election administration and operations.

The bottom line is that I've led a state agency that has already been where the Standards Board is heading; I've seen what works and doesn't work, so I think I have a lot to offer the EAC and the membership of the Standards Board in terms of guidance and experience. I also look forward to hearing how other states and jurisdictions have navigated similar challenges so that we can all come together to establish nationwide standards to ensure the most secure and accessible systems are available for our citizens.

Howard Knapp was appointed Executive Director of the SC State Election Commission in January 2022 and serves as the Chief Election Official for the state of South Carolina. Mr. Knapp is responsible for overseeing the conduct of primary, general, and special elections in South Carolina to ensure that elections are conducted in a fair and impartial manner. He is also responsible for supervising county boards of voter registration and elections and serves as agency liaison with the General Assembly. The SC State Election Commission is responsible for supporting the statewide voter registration system,

statewide voting system, performing county compliance audits and post-election audits, administering a training and certification program for county election officials, and conducting candidate filing.

Prior to becoming Executive Director, Mr. Knapp served as the agency's Interim Executive Director and Director of Voter Services. In his role as Director of Voter Services, Mr. Knapp was responsible for information technology, cyber security, support of the statewide voting system, support of the statewide e-poll book system, ballot coding and production, the agency's Area Representatives, and the agency's election audit initiatives and processes.

Mr. Knapp has served in various roles in the legislative and executive branches of S.C. state government for over a decade.

Mr. Knapp currently serves on the U.S. Election Assistance Commission's Standards Board, serves on the Board of Directors for the Electronic Registration Information Center, is a member of the National Association of State Election Directors, and is a Certified Election and Registration Administrator through The National Association of Election Officials and Auburn University. He is also one of three members of the S.C. State Constitutional Ballot Commission and serves on the S.C. Homeland Security Advisory Council. He is a graduate of the State of South Carolina's Certified Public Manager program and is a member of Leadership Columbia Class of 2023. He also holds an Executive Certificate in Public Leadership from the Harvard University Kennedy School of Government.

Mr. Knapp holds a J.D. from Ave Maria School of Law in Naples, FL, and he earned his B.A. from The Citadel in Charleston, SC.

Nominee to the Executive Board of the EAC Standards Board

Biographical Statement

Name:	Maria I.D. Pangelinan
Title:	Guam Election Commission Executive Director
State/Local Election Official:	State
Jurisdiction:	Guam
Party Affiliation:	Unaffiliated
Elected/Appointed Official:	Appointed

I offer my assistance to the Election Assistance Commission as a member of the Executive Board. I bring with me Election Center CERA certification, twelve years as Guam Election Commission Executive Director, and EAC Standards Board membership since 2015. We are also members of National Association of State Election Directors, Election Center and Council on Governmental Ethics Laws.

On Guam we conduct open primary elections in August, general elections in November, every even year and special elections when required. Since territories don't vote for President, election trends on Guam do not mirror the fifty states. Our challenge is to stop the trend of low voter participation. Guam is where America's day begins and where America's general elections begin.

2011 - Present Guam Election Commission Executive Director

2009 - 2011 Senior Accountant, Guam Legislature

1993 - 2008 Various management positions, University of Guam

1993 - 2019 Adjunct Faculty for University of Guam School of Business and Public Administration.

Nominee to the Executive Board of the EAC Standards Board

Biographical Statement

Name:	Janine Petty
Title:	Senior Director of Voter Registration
State/Local Election Official:	Local
Jurisdiction:	Arizona
Party Affiliation:	Republican
Elected/Appointed Official:	Appointed

I am respectfully seeking reappointment to the Standards Board Executive Board. We have made great progress with the new VVSG 2.0 as well as the electronic poll book standards pilot project. I would welcome the opportunity to continue the momentum and provide input from the perspective of the local election administrator. My past elections experience at both the county and state level makes me an excellent candidate for the Executive Board. I'm currently a member of the VVSG and EAVS committees and would like to continue the work we have started. Additionally, as a representative from the second largest voting jurisdiction in the United States with over 2.5 million registered voters, I would bring a unique perspective to the board. - Thank you for your consideration.

Janine Petty has over seventeen years of experience in the field of elections at the local and state level. She is the Senior Director of Voter Registration in Maricopa County, Arizona where she has served since 2021, Janine brings a wealth of knowledge to make impactful improvements to elections administration in the country's second largest voting jurisdiction. Janine's previous experience includes serving at the local level as an Elections Warehouse Manager, Elections Ballot Programmer, and the Registrar of Voters. In 2015, she was appointed to the position of Deputy State Elections Director with the Arizona Secretary of State's Office where she managed federal and statewide elections including voting equipment certification, logic and accuracy testing, and the statewide voter registration system. Janine's passion for public service in the elections environment has led her to serve on several related boards and commissions including the Arizona Voting Equipment Advisory Committee, Executive Committee of the Electronic Registration Information Center (ERIC), and the U.S. Election Assistance Commission (EAC) Standards Board. Ms. Petty is an Arizona Certified Election Official, member of the National Association of Election Officials, and maintains the Election Center's Certified Election/Registration Administrator (CERA) Certification.

Nominee to the Executive Board of the EAC Standards Board

Biographical Statement

Name:	Derrin (Dag) Robinson
Title:	County Clerk, Harney County, Oregon
State/Local Election Official:	Local
Jurisdiction:	Oregon
Party Affiliation:	Unaffiliated
Elected/Appointed Official:	Elected

I have served as a local elections official since the early 1990's. I have been involved with the Original Statewide implementation of Vote-by-Mail in Oregon. (The first state in the nation to conduct full vote-by-mail elections). I helped implement automatic voter registration through DMV in Oregon (Again, the first in the country to implement). I have served as Chair of the Legislative Committee for the Oregon Association of County Clerks. I believe the work of the Election Assistance Commission has never been more important. This organization's efforts to assist the elections officials in continuing our work to defend our secure, transparent, and accurate democratic process is imperative. I have been a member of the Standards Board from Oregon since 2015, and currently serve as Secretary. I would be honored to continue to represent the membership on the Executive Board and continue our efforts.

I was elected Harney County Clerk November 2012, re-elected in 2016 and 2020. I have over 30 years of experience in records and elections administration. Prior to being elected County Clerk, I served as Chief Deputy for 16 years, and Elections Deputy. My work in elections began as a high school student, assisting the County Clerk with setting up polling places for the 1990 Primary Election. My experience provides our community a wealth of knowledge about Harney County history, records and elections. I strive to combine that knowledge with enthusiasm, energy and a sincere commitment to customer service, in order to provide a positive spirit to Harney County governmental operations.

I was born in Burns, and raised in Harney County, Oregon and graduated from Burns High School. I hold a B.A. in Political Science & Public Administration from Boise State University. I have been designated by the Oregon Association of County Clerks as a Certified Elections Administrator (C.E.A.), Certified Recording Administrator (C.R.A.) and Certified County Clerk (C.C.C.) based on extensive required criteria of experience and training.

In April 2015, I was appointed as Oregon's local official representative to the United States Election Assistance Commission Standards Board by Secretary of State Jeanne Atkins, and since having been re-appointed by Secretaries Bev Clarno and Shemia Fagan. In July 2021, I was elected by the EAC Standards Board as Secretary, and serve on the executive board. I also serve on the Oregon Votes Project Executive Steering Committee, Oregon Votes County Subcommittee, providing oversight and advice for the implementation of the modernization of Oregon's Centralized Voter Registration and Elections Management System. I also serves as Co-Chair of the Legislative Committee of the Oregon Association of County Clerks, Secretary of the Oregon Association of County Clerks and have served on the Change Control Board for the Oregon Centralized Voter Registration and Election Management System. I serve on Oregon's ERIC advisory committee, have been a member of the Disaster Planning Task Force, Co-Chair of the Elections Futures Committee, served as a City Councilor for the City of Burns and City of

Hines, both Burns and Hines Budget Committees. I serve on the Local Board of the United States Selective Service. I have also been a member of the Harney County Hospice Advisory Board, Harney County Historical Society Board, and the Harney Hospital Foundation Board of Directors.

It is an honor to follow in the footsteps of former County Clerks by continuing a long-held tradition of efficient, ethical and effective administration of Harney County's public archives, land records, County Court files and elections. Our office continues to strive to keep up with and use state-of-the-art technology to efficiently safe-guard our permanent public records and administer elections, at the same time providing the best customer service possible. My wife Rachael and I reside in Hines, with our chihuahua Sadie and cat Alley. In our spare time we enjoy camping, snowmobiling, and traveling.

Nominee to the Executive Board of the EAC Standards Board

Biographical Statement

Name:	Justin F. Roebuck
Title:	Ottawa County Clerk
State/Local Election Official:	Local
Jurisdiction:	Michigan
Party Affiliation:	Republican
Elected/Appointed Official:	Elected

I've had the privilege to serve on the EAC Standards Board since 2019, and during that time have connected with amazing election officials at the state and local level from around the U.S. I believe strongly in the EAC's mission of developing critical guidance for election administrators, serving as the standard for voting system guidelines and as the clearinghouse for best practices in election administration across the nation.

We are at a crucial moment in U.S. election administration, and we need the support and guidance of our federal government in helping administer resources as well as bringing election officials together to serve America's voters with excellence.

I've been happy to serve in a leadership role as a member of the Executive Board of the Standards Board, and would be happy to continue in that capacity if my colleagues so choose.

As Clerk and Register of Deeds for Ottawa County, Michigan, Justin Roebuck serves as the Clerk of Michigan's 20th Circuit Court and Clerk of the Ottawa County Board of Commissioners. He is the chief election officer for Ottawa County, overseeing the elections process in 23 local cities and townships and for the county's 220,000 voters.

Justin has made customer service a priority since taking office, with a focus on utilizing technology to solve problems and improve access and transparency. He has led with initiatives such as electronic filing in the courts, electronic recording of land records in the Register of Deeds office and bringing numerous Clerk/Register services online for the convenience of customers.

In his role as chief election officer, Justin's passion is to build trust with honesty and transparency in the elections process. His goal is to change the way election officials interact with voters by modeling proactive, consistent, and fact-based communication using multiple platforms from social media to in person voter engagement.

Justin currently serves as Vice Chair of the Standards Board of the U.S. Election Assistance Commission (EAC), as the Chair of the Michigan Council of Election Officials, and Co-Chair of the Legislative Committee of the Michigan Association of County Clerks. He was appointed by the Michigan Supreme Court to the Michigan Judicial Council, formed in 2021 to create a statewide strategic plan for the judicial branch. He has been appointed by Governors Snyder and Whitmer to the Michigan Electronic Recording Commission, governing the standards for real property documents recorded in Michigan, where he is currently serving as Chair.

Justin is a graduate of Hillsdale College, with a B.A. in History and Political Science, and resides in Zeeland, Michigan with his wife Laura, daughter Sarah and son Michael.

Nominee to the Executive Board of the EAC Standards Board

Biographical Statement

Name:	Dwight Shellman
Title:	County Regulation & Support Manager
State/Local Election Official:	State
Jurisdiction:	Colorado
Party Affiliation:	Unaffiliated
Elected/Appointed Official:	Appointed

Dwight Shellman received Bachelor of Arts and Juris Doctor degrees from the University of Colorado at Boulder. He served as law clerk to Hon. William H. Erickson of the Colorado Supreme Court for a year, and then practiced law for 18 years, first as an associate and eventually a partner of a mid-sized commercial law firm in Denver, and then as a solo practitioner. In 2010, he stopped practicing law and applied for and was hired as elections manager for the Clerk and Recorder of Pitkin County, Colorado. He served in that capacity for about three and one-half years, and then relocated to the Denver metro area and was hired as a legal analyst for the Elections Division of the Colorado Secretary of State's Office. In 2015, he was promoted to his current position as County Support Manager for the state Elections Division.

In addition to his day-to-day job responsibilities, Dwight served as a principal member of the Secretary of State teams that successfully developed or implemented:

- The web app and user interface for the statewide voter registration system that serves as Colorado's statewide e poll book and is used by every election judge in the state (2014-2016).
- The piloting and evaluation of 4 competing voting systems in 8 counties in 2015, which eventually resulted Colorado's complete transition from end-of-life legacy voting systems to modern digital voting systems (2016-2018).
- Statewide risk-limiting tabulation audits (2017-present).
- BallotTrax, TXT2Cure, and TXT2Sign systems on a statewide basis (2020-present).
- Instant run-off voting (IRV) in certain municipal elections coordinated with county clerks, and piloting post-election risk-limiting tabulation audits of IRV races, for the first time during the November 2023 Coordinated Election.

Nominee to the Executive Board of the EAC Standards Board

Biographical Statement

Name:	Jameson (Jamie) Shew
Title:	County Clerk/County Election Officer
State/Local Election Official:	Local
Jurisdiction:	Kansas
Party Affiliation:	Democrat
Elected/Appointed Official:	Elected

The past two years, I have had the opportunity to serve on the Executive Board as a local election official representative and would like to continue this service with another term. I am excited by recent changes the Board has made to increase participation and improve committee outputs. During this current term, as a new member of the board, I had the opportunity to learn from leaders on the board while providing insight on current challenges and topics. Last year, I facilitated a discussion on potential paper shortages and the impact on elections, bringing to the conversation the perspective of a local election administrator. Over the past year, one of my biggest advocacy topics for local officials is giving voice to mental health and stress related challenges which are impacting retention and personal health. As a local election administrator from a medium-size county in a state which has a large diversity of jurisdiction sizes, I am aware of the challenge of creating policies which have the capacity to scale to a variety of resources in each jurisdiction. The EAC Standards Board represents all of those jurisdictions, even those who may not be as vocal or involved with the policy discussions. I am committed to continue being a voice for local election administrators, especially at a moment when they are facing what may seem to be impossible obstacles.

Jamie Shew was elected County Clerk/County Election Officer for Douglas County, Kansas in 2004. He is currently in his fifth term of office. Douglas County is the 5th largest county in Kansas with a registered voter population of over 84,000. Prior to his election he worked in higher education administration and business management.

Since taking office, he has led a redesign of the Douglas County Clerk's office, focusing on accessibility, organization effectiveness and efficiency, and continues to implement innovative processes for the citizens of Douglas County. In 2021, Jamie led the design and opening of a new election office/warehouse facility which improved security, voter access and efficiency for all operations. He has advocated for voter centric policies at the local, state and national levels.

Jamie is active in the Election Center, GFOA, the Kansas Association of Counties (KAC), and the Kansas County Clerks and Election Officials Association (KCCEOA) where he served as President in 2014-2015. He serves on the Election Center Legislative and Postal Advisory Committees. Jamie serves on the EAC Standards Board, has been a judge for the CLEARIE Awards and has been a participant on EAC educational panels. He serves on the KCCEOA Legislative committee. Jamie has achieved Master County Clerk status in Kansas and Certified Election Registration Administrator (CERA) from the Election Center.

His efforts were recognized by the Lawrence/Douglas County League of Women Voters with the Helen Fluker Award for Open and Transparent Government. Jamie has presented to local, state and national

audiences on a variety of election topics. He is a regular presenter at the Dole Institute of Politics at KU, presenting to Kansas high school teacher and students.

Jamie has a B.S. in Political Science from Missouri State University and a Masters in Public Administration from the University of Kansas. Jamie grew up in a small town in Missouri, has made his home in Lawrence, Kansas, where he is active with Douglas County 4-H, Leadership Lawrence, Plymouth UCC Church and running kids around town. He is married to Dr. Dawn Patterson Shew, they have three wonderful kids, Jake, Annie and David.



U.S. ELECTION ASSISTANCE COMMISSION
633 3rd St. NW, Suite 200
Washington, DC 20001

April 3, 2023

Dear Standards Board Members,

The Standards Board Executive Board election will take place during the annual Standards Board meeting on April 18, 2023. On behalf of the Standards Board Designated Federal Officer Thomas Hicks please find nominating information and biographical statements for the eleven (11) candidates who have been nominated for the nine (9) seats on the Executive Board Committee.

Pursuant to HAVA section 213(c), the Executive Board may not have more than five (5) members of the same political party or more than five (5) members that are either state election officials or local election officials. In accordance with Standards Board Bylaws Article V Section 1(d), members who are unaffiliated with a political party shall be counted as the same political party.

The election will be by secret ballot in accordance with Standards Board Bylaws Article V Section 2(c)(i). Members present at the annual meeting will check in and confidentially cast a paper ballot for the Executive Board. You may vote for no more than nine (9) candidates. The nominees with the highest number of votes and in compliance with section 213(c) will be declared elected.

We are enclosing three documents to this letter to assist in the process: (1) a copy of HAVA section 213(c) which governs the selection of the Executive Board; (2) a copy of the Bylaws, and (3) the nominating information and biographical statements of the nominees.

As always, if you have any questions or concerns, please do not hesitate to contact Commissioner Hicks, Alternate Designated Federal Officer Kim Smith, or myself at your convenience.

Sincerely,

Amanda Joiner, Committee Management Officer
Acting General Counsel, U.S. Election Assistance Commission
ajoiner@eac.gov
(202) 294-5227

SEC. 213. MEMBERSHIP OF STANDARDS BOARD.

(a) COMPOSITION.—

(1) IN GENERAL.—Subject to certification by the chair of the Federal Election Commission under subsection (b), the Standards Board shall be composed of 110 members as follows:

(A) Fifty-five shall be State election officials selected by the chief State election official of each State.

(B) Fifty-five shall be local election officials selected in accordance with paragraph (2).

(2) LIST OF LOCAL ELECTION OFFICIALS.—Each State's local election officials, including the local election officials of Puerto Rico and the United States Virgin Islands, shall select (under a process supervised by the chief election official of the State) a representative local election official from the State for purposes of paragraph (1)(B). In the case of the District of Columbia, Guam, and American Samoa, the chief election official shall establish a procedure for selecting an individual to serve as a local election official for purposes of such paragraph, except that under such a procedure the individual selected may not be a member of the same political party as the chief election official.

(3) REQUIRING MIX OF POLITICAL PARTIES REPRESENTED. — The two members of the Standards Board who represent the same State may not be members of the same political party.

(b) PROCEDURES FOR NOTICE AND CERTIFICATION OF APPOINTMENT.—

(1) NOTICE TO CHAIR OF FEDERAL ELECTION COMMISSION.— Not later than 90 days after the date of the enactment of this Act, the chief State election official of the State shall transmit a notice to the chair of the Federal Election Commission containing—

(A) the name of the State election official who agrees to serve on the Standards Board under this title; and

(B) the name of the representative local election official from the State selected under subsection (a)(2) who agrees to serve on the Standards Board under this title.

(2) CERTIFICATION.—Upon receiving a notice from a State under paragraph (1), the chair of the Federal Election Commission shall publish a certification that the selected State election official and the representative local election official are appointed as members of the Standards Board under this title.

(3) EFFECT OF FAILURE TO PROVIDE NOTICE.—If a State does not transmit a notice to the chair of the Federal Election Commission under paragraph (1) within the deadline described in such paragraph, no representative from the State may participate in the selection of the initial Executive Board under subsection (c).

(4) ROLE OF COMMISSION.—Upon the appointment of the members of the Election Assistance Commission, the Election Assistance Commission shall carry out the duties of the Federal Election Commission under this subsection.

(c) EXECUTIVE BOARD.—

(1) IN GENERAL.—Not later than 60 days after the last day on which the appointment of any of its members may be certified under subsection (b), the Standards Board shall select nine of its members to serve as the Executive Board of the Standards Board, of whom—

(A) not more than five may be State election officials;

(B) not more than five may be local election officials;

and

(C) not more than five may be members of the same political party.

(2) TERMS.—Except as provided in paragraph (3), members of the Executive Board of the Standards Board shall serve for a term of 2 years and may not serve for more than 3 consecutive terms.

(3) STAGGERING OF INITIAL TERMS.—Of the members first selected to serve on the Executive Board of the Standards Board—

(A) three shall serve for 1 term;

(B) three shall serve for 2 consecutive terms; and

(C) three shall serve for 3 consecutive terms,

as determined by lot at the time the members are first appointed.

(4) DUTIES.—In addition to any other duties assigned under this title, the Executive Board of the Standards Board may carry out such duties of the Standards Board as the Standards Board may delegate.

**Bylaws
of
The Standards Board
of
The United States
Election Assistance
Commission**



July 2020

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UNITED STATES ELECTION ASSISTANCE COMMISSION
STANDARDS BOARD
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BYLAWS
OF THE U.S. ELECTION ASSISTANCE COMMISSION
STANDARDS BOARD

The U.S. Election Assistance Commission Standards Board, hereinafter referred to as Standards Board, embodies the vision of Congress to forge a partnership among federal, state and local election officials whose goal is to promote public confidence in the conduct of federal elections in the United States.

Article I. Authority

Pursuant to the Federal Advisory Committee Act and the Help America Vote Act of 2002 (HAVA) [Public Law 107-252], as such statutes may be amended from time to time, the Standards Board has been granted its authority through its charter with the United States Election Assistance Commission (EAC) (as filed with Congress on April 13, 2005 and to be renewed every two (2) years). The Standards Board, Executive Board and the committees of the Standards Board will comply fully with the provisions of the Federal Advisory Committee Act (FACA); and all other applicable Federal laws.¹

Article II. Objectives

The Standards Board will:

1. Advice EAC through review of the voluntary voting system guidelines described in Title II Part 3 of HAVA; through review of the voluntary guidance described under Title III of HAVA; and through the review of the best practices recommendations described in Section 241 of Title II of HAVA, as required by HAVA or as may be developed by EAC.
2. Provide guidance and advice to EAC on a variety of topics related to the administration of elections for Federal office.
3. Make recommendations to EAC. Neither the Executive Board nor any subcommittees of the Standards Board may make recommendations to EAC without the consideration and approval of the Standards Board.²
4. Function solely as an advisory body.

Article III. Standards Board Membership

Pursuant to Section 213(a) of HAVA, the Standards Board shall consist of 110 members, as follows:

1. Fifty-five (55) shall be state election officials selected by the chief State election official of each State.

¹ Article I was amended April 15, 2016 at the Carlsbad, CA Standards Board meeting

² Article II, Section 3 was amended on February 21, 2007 at the Atlanta, GA Standards Board meeting.

2. Fifty-five (55) shall be local election officials selected as follows:
 - a. Each state's local election officials, including the local election officials of Puerto Rico and the United States Virgin Islands, shall select a representative local election official from the state in a process supervised by the chief election official of the state.
 - b. In the case of the District of Columbia, Guam, and American Samoa, the chief election official shall establish a procedure for selecting an individual to serve as a local election official. The individual selected under such a procedure may not be a member of the same political party as the chief election official.
3. The two (2) Standards Board members who represent the same state may not be members of the same political party.

Article IV. Standards Board Member Vacancies

1. The chief election official of each state shall notify EAC and the Executive Board of the Standards Board within five (5) business days of any vacancy or membership changes to the Standards Board.
2. Vacancy appointments to the Standards Board shall be made in accordance with Section 213(a) of HAVA, as follows:
 - a. Fifty-five (55) shall be state election officials selected by the chief State election official of each State.
 - b. Fifty-five (55) shall be local election officials selected as follows:
 - i. Each state's local election officials, including the local election officials of Puerto Rico and the United States Virgin Islands, shall select a representative local election official from the state in a process supervised by the chief election official of the state.
 - ii. In the case of the District of Columbia, Guam, and American Samoa, the chief election official shall establish a procedure for selecting an individual to serve as a local election official. The individual selected under such a procedure may not be a member of the same political party as the chief election official.
 - c. The two (2) Standards Board members who represent the same state may not be members of the same political party.
3. In December of each year, EAC shall notify the appointing authority of each state or territory as to who represents their state or territory on the Standards Board.

Article V. Executive Board of the Standards Board

Pursuant to Section 213(c) of HAVA, the Standards Board shall select nine (9) of its members to serve as the Executive Board of the Standards Board as follows:

1. Membership.
 - a. Not more than five (5) members of the Executive Board may be state election officials.
 - b. Not more than five (5) members of the Executive Board may be local election officials.
 - c. Not more than five (5) members of the Executive Board may be of the same political

- party.³
- d. All members who are unaffiliated with a political party shall be counted as the same political party for the purpose of calculating the party affiliation balance of the Executive Board pursuant to HAVA Section 213(c)⁴
 - e. An Executive Board member shall immediately notify the Executive Board and the DFO of any change made in the member's party affiliation while serving as a member of the Executive Board. If such change in the member's party affiliation results in more than five (5) members of the Executive Board being of the same political party, a vacancy shall be present in the seat of the member who changed party affiliation.⁵
2. Nominations.⁶
- a. Expired Terms.
 - i. The Nominating Committee shall solicit nominations for the Executive Board from Standards Board members. The Nominating Committee shall send to Standards Board members a solicitation no later than December 1st immediately prior to the expiration of any Executive Board member's term. The solicitations shall designate the address and form for submitting nominations.
 - ii. Standards Board members may nominate themselves or other Standards Board members by responding to the solicitation.
 - iii. Nominations shall be submitted to the Standards Board's Designated Federal Officer (DFO) (or the DFO's designee) in writing and may be submitted electronically no later than January 15th immediately prior to the expiration of any Executive Board member's term. In the event that January 15th is a federal holiday, nominations are due no later than January 16th.
 - iv. Upon receipt of nominations, the Nominating Committee shall prepare ballot information to be distributed to the Standards Board at least fifteen (15) days prior to the date of the Standards Board meeting immediately following the submission deadline.⁷
 - v. Nominations for membership on the Executive Board shall not be accepted from the floor of a Standards Board meeting.
 - vi. If the Nominating Committee does not receive a sufficient number of nominees for the positions to be filled, taking into account the regional, party, and state/local requirements of each open position, the Nominating Committee shall meet and submit a list of nominees at least twenty (20) days prior to the date of the Standards Board meeting immediately following the submission deadline.
 - b. Vacancies Before the End of a Term.⁸
 - i. This subsection applies if a vacancy on the Executive Board occurs more than ninety (90) days before the expiration of a member's term on the Executive Board. The Nominating Committee shall send to Standards Board members a solicitation no later than sixty (60) days before the next meeting of the Standards Board. The solicitations shall designate the address and form for submitting nominations.
 - ii. Standards Board members may nominate themselves or other Standards Board members by responding to the solicitation.

³ Article V, Section 1(c) was amended on February 21, 2007 at the Atlanta, GA Standards Board meeting.

⁴ Article V, Section 1(d) was amended on December 13, 2007 at the Austin, TX Standards Board meeting.

⁵ Article V, Section 1(e) was added on February 26, 2009, at the Orlando, FL Standards Board meeting.

⁶ Article V, Section 2 was amended on July 27, 2010 at the Standards Board Virtual meeting.

⁷ Article V, Section 2(a)(iv) was amended on December 13, 2007 at the Austin, TX Standards Board meeting.

⁸ Article V, Section 2 was amended on April 15, 2016 at the Carlsbad, CA Standards Board meeting.

- iii. Nominations shall be submitted to the Standards Board's Designated Federal Officer (DFO) (or designee) in writing and may be submitted electronically no later than the date indicated on the solicitation.
 - iv. Upon receipt of nominations, the Nominating Committee shall prepare ballot information to be distributed to the Standards Board at least fifteen (15) days prior to the date of the Standards Board meeting immediately following the submission deadline.
 - v. Nominations for membership on the Executive Board shall not be accepted from the floor of a Standards Board meeting.⁹
- c. Elections.¹⁰¹¹
- i. Except as provided in this subdivision, elections to the Executive Board shall be by secret ballot. If the number of candidates is equal to the number of seats to be elected, and a secret ballot is not necessary to determine the length of the term in which a member is to be elected, the Standards Board may instead elect the candidates by acclamation. Except as provided in this subdivision, elections to the Executive Board shall take place at a meeting of the Standards Board. No later than twenty (20) days before the date of a Standards Board meeting immediately following the nominations submission deadline under subsection (a), the Executive Board may authorize an election to the Executive Board to be conducted by mail-in ballot if the Executive Board determines that the only principal items of business to be voted upon by the Standards Board are the election of members of the Executive Board and matters such as the approval of the minutes of previous Standards Board meetings. If the Executive Board authorizes an election to be conducted by mail-in ballot, the election shall be conducted as follows:
 - a. The Nominating Committee shall create forms and envelopes for a mail-in ballot election.
 - b. Mail-in ballots shall be received by the DFO (or designee) at the address indicated on the ballot envelope no later than eight (8) days prior to the start date of the Standards Board meeting immediately following the nominations submission deadline.
 - c. The DFO (or designee) shall review all ballot envelopes received by the deadline to ensure that they include all identifying information requested on the form(s). Where identifying information is missing, the DFO (or designee) shall contact Standards Board members to complete the identifying information on the envelope.
 - d. The DFO (or designee) shall give all sealed official envelopes containing mail-in ballots received by the deadline indicated in these bylaws to the appointed Election Certification Committee chair or the chair's designee at the Standards Board meeting immediately following the nominations submission deadline.
 - e. The appointed Election Certification Committee shall record the receipt of each mail-in ballot.
 - ii. The ballot shall be designed to enable Standards Board members to select

⁹ Article V, Section 2(b)(v) was adopted on December 13, 2007 at the Austin, TX Standards Board meeting.

¹⁰ Article V, Section 2(c) was amended on December 13, 2007 at the Austin, TX Standards Board meeting.

¹¹ Article V, Section 2(c)(i) was amended on July 31, 2020 at the Standards Board Virtual meeting.

candidates based on the following: (1) The Candidate's political party affiliation, (2) whether the candidate is a state or local election official, (3) which state or territory the candidate represents, (4) whether the candidate was elected or appointed, and (5) in the case of state election officials, what position the candidate holds. Concise biographical information for each candidate shall be provided to each Standards Board member in advance of the election.¹²

- iii. All election results shall be tabulated and certified by the Election Certification Committee. Except as provided in this subdivision, all tabulation and certification processes shall take place in the presence of the members at a time and place designated by the Election Certification Committee. If an election is conducted by mail-in ballot, the tabulation and certification process shall take place at a time and location designated by the Executive Board at the time that the election by mail-in ballot is authorized. Notice concerning the time and location of the tabulation and certification process must be included with the mail-in ballot sent to each Standards Board member. Any member may be present for the tabulation and certification process conducted as part of an election by mail-in ballot.
- iv. In the case of the election of a candidate(s) which causes an unbalanced ratio of political party representation, the person(s) in the party with the smaller political party representation receiving the highest number of votes shall be elected until the political party representation ratio is restored.
- v. In the case of the selection of a candidate(s) which causes an unbalanced ratio of state and local governmental unit representation, the person(s) in the governmental unit with a smaller representation unit with the smallest representation receiving the highest number of votes shall be elected until the governmental unit representation ratio is restored.
- vi. In the case of a tie vote between the candidates at an election, the Election Certification Committee shall automatically recount the votes cast for the tied candidates. If following the recount a tie remains, the Election Certification Committee shall resolve the tie by the toss of a coin.
- vii. For the first election conducted after April 29, 2015 (not including any special elections to fill unexpired terms), two (2) of the three (3) positions shall be for local election officials. For the second election conducted after April 29, 2015, two (2) of the (3) three positions shall be for state election officials. The number of positions for state and local election officials on the Executive Board shall continue to alternate in subsequent elections.
- viii. Within thirty (30) days of an Executive Board election, the Executive Board members shall convene to elect a Chair, Vice-Chair, and Secretary. If the Executive Board is unable to meet for elections before the end of the term of the officers, the sitting officers shall remain in their elected capacity until the Executive Board is able to meet again and elect new officers.
- ix. If the Standards Board is unable to meet for elections before the end of an Executive Board member's term, the sitting members of the Executive Board shall remain in their elected capacity until the Standards Board is able to meet again and a new member is elected.
- x. This subdivision does not apply to an election which the Executive Board authorizes to be conducted by mail-in ballot. Votes for Executive Board elections may be made by absentee ballot provided the following:

¹² Article V, Section 2(c)(ii) was amended on February 21, 2007 at the Atlanta, GA Standards Board meeting.

- a. The Nominating Committee shall create forms and envelopes for absentee voting.
 - b. Absentee ballots shall be received by the DFO or designee at the address indicated on the absentee ballot envelope no later than eight (8) days prior to the start date of the Standards Board meeting immediately following the nominations submission deadline.
 - c. The DFO or designee shall review all absentee ballot envelopes received by the deadline to ensure that they include all identifying information requested on the form(s). Where identifying information is missing, the DFO or designee shall contact Standards Board members to complete the identifying information on the envelope.
 - d. The DFO or designee shall give all absentee sealed official envelopes containing absentee ballots received by the deadline indicated in these bylaws to the appointed Election Certification Committee chair or the chair's designee at the Standards Board meeting immediately following the nominations submission deadline.
 - e. The appointed Election Certification Committee shall record and tabulate each absentee ballot and include absentee ballots in election results.
- d. Executive Board Members Terms of Service and Vacancies.¹³
- i. Generally.
 - a. The Chair of the Executive Board shall notify EAC and the Nominating Committee Chair within five (5) business days of any vacancy on the Executive Board.
 - b. The Chair, Vice Chair, and Secretary, shall serve for a term of not more than one (1) year. An Executive Board member shall not serve for two (2) consecutive terms for the same office, except in the case of a member serving the unexpired term of an office, in which case the member may be elected to the same office for the succeeding term.
 - c. An Executive Board member may be removed from the Executive Board, for cause, by a vote of two-thirds (2/3) of Standards Board members at a Standards Board meeting.
 - d. This subsection applies if a vacancy on the Executive Board is not subject to subsection b.1. The remaining members of the Executive Board may appoint an interim member of the Executive Board until the next Standards Board meeting at which an election of Standards Board members is conducted, or until a member is elected in a special election conducted under subsection b., whichever occurs first. The appointment of an interim member must result in the composition of the Executive Board remaining in compliance with the requirements of HAVA and these Bylaws.
 - ii. Initial Term.

Pursuant to Section 213(c)(3) of HAVA, of the members first selected to serve on the Executive Board of the Standards Board:

 - a. Three (3) shall serve for one (1) term.
 - b. Three (3) shall serve for two (2) consecutive terms.
 - c. Three (3) shall serve for three (3) consecutive terms.
 - iii. Subsequent Terms.
 - a. Pursuant to Section 213(c)(2) of HAVA, members of the Executive Board

¹³ Article V, Section 2(d)(i)(d) was amended on July 31, 2020 at the Standards Board Virtual meeting.

- shall serve for a term of two (2) years and may not serve for more than three (3) consecutive terms.
- b. Members of the Standards Board who have previously served on the Executive Board shall be eligible to be nominated to the Executive Board no sooner than two (2) years from the last term in which they served on the Executive Board.
 - e. Meetings.
 - i. Any two (2) members of the Executive Board may call an Executive Board meeting by filing the original call of the meeting with and obtaining approval from the DFO, including the stated reason for calling the meeting, and the date and time of the meeting. Such meetings include, but are not limited to meetings by conference call and virtual (electronic media) meetings. These meetings must allow each Executive Board member to include their comments and hear or view others' comments.
 - ii. A majority of Executive Board Members shall be present for a quorum.
 - iii. The Executive Board shall agree to actions by a majority roll call vote of seated members of the Executive Board.
 - iv. Proxy voting shall not be allowed in Executive Board votes.
 - v. Any member of the Standards Board may attend and at the discretion of the Chair, may participate in any and all discussion at an Executive Board meeting, but may not vote.

Article VI. Executive Board Duties¹⁴¹⁵

1. Chair. The Chair shall:
 - a. Preside over all meetings of the Executive Board and Standards Board.
 - b. Appoint the chair of standing committees and any ad hoc committees of the Standards Board.
 - c. Establish the agenda for meetings of the Executive Board and Standards Board in consultation with the DFO.
 - d. Call meetings of the Executive Board and Standards Board in consultation with the DFO.
 - e. Act as the official liaison between the Standards Board and EAC for all resolutions, recommendations, and information requests.
 - f. Serve as an *ex officio* member of all committees.
 - g. Appoint a Parliamentarian to advise and assist the Chair in running all meetings in accordance with Robert's Rules of Order.
2. Vice-Chair. The Vice-Chair shall:
 - a. Preside over meetings of the Executive Board and Standards Board in the Chair's absence.
 - b. Perform other duties as may be appropriate in the Chair's absence.
 - c. Assist the Chair, from time to time, as the Chair may designate.
 - d. In the event of a vacancy before the completion of the Chair's term, become the Chair for the remainder of the unexpired term.
3. Secretary. The Secretary shall:
 - a. Review Board minutes before distribution to Standards Board members.

¹⁴ Article VI, Section I was amended on April 15, 2016 at the Carlsbad, CA Standards Board Meeting.

¹⁵ Article VI, Sections 2 and 3 were amended and Sections 4 and 5 were added at the July 31, 2020 Standards Board Virtual Meeting.

- b. Ensure, with assistance from the DFO, that meeting minutes are properly on file at EAC.
 - c. Assist the Chair at meetings and, from time to time, as the Chair may designate.
 - d. In the event of a vacancy in both the office of Chair and in the office of Vice-Chair, become the Chair for the remainder of the unexpired term.
4. Vacancies Among Officers. The following provisions do not apply to the filling of a vacancy addressed in subsection 2 or 3 of this Article.
 - a. Except as provided in subsection 2 or 3 of this Article, the Chair may appoint a member to fill a vacancy in the office of Vice-Chair or Secretary for the remainder of the unexpired term of the office.
 - b. If there are no Executive Board members serving as officers, the three individuals with the longest tenure as Executive Board members become officers for the remainder of the unexpired terms of the offices. The individual with the longest tenure on the Executive Board becomes the Chair. The individual with the second longest tenure becomes the Vice Chair. The individual with the third longest tenure becomes the Secretary. If more than one of these individuals has the same length of tenure, then the individual who is the representative of the state whose name is first alphabetically takes precedence.
5. Terms. The term of an elected officer begins on April 28 of each year.
6. Executive Board, Generally. The Executive Board shall:
 - a. Perform all duties required under HAVA and other applicable Federal laws.
 - b. Appoint the membership of appropriate standing committees and ad hoc committees by soliciting interest from the Standards Board membership.
 - c. Meet as necessary to address issues of concern in between Standards Board meetings.
 - d. Convene Standards Board meetings, including, but not limited to, meetings by conference call and virtual (electronic media) meetings. Such meetings must allow each Standards Board member to include their comments and view or hear others' comments. Such meetings shall be held in accordance with all applicable federal laws.
 - e. Consult with the DFO to ensure compliance with federal statutes and other applicable regulations.
 - f. Attend Executive Board meetings, including, but not limited to, meetings by conference call and virtual meetings, in accordance with these bylaws.
 - g. As soon as possible and in consultation with the DFO, provide Standards Board Members all proposed guidelines to be adopted pursuant to Section 222(b)(3) of HAVA. Executive Board recommendations to the Standards Board pursuant to Section 222(b)(3) of HAVA shall include an appendix of all dissenting comments from Executive Board members.
 - h. Perform all other duties as from time to time the Standards Board may delegate to the Executive Board.
 - i. Immediately upon notice of an Executive Board meeting, the Executive Board shall notify the Standards Board of the Executive Board meeting.
7. Designated Federal Officer (DFO). The DFO shall:
 - a. Serve as the government's agent for all Standards Board activities.
 - b. Approve or call Standards Board meetings.
 - c. Approve agendas proposed by the Executive Committee.
 - d. Attend all Standards Board and Executive Board meetings.
 - e. Adjourn Standards Board and Executive Board meetings when such adjournment is in the public interest.
 - f. Provide adequate staff support to the Standards Board, to assist with:

- i. Notice. The DFO shall:
 - a. Notify members of the time and place for each meeting of the Standards Board and the Executive Board.
 - b. Notify the public of time and place for the meeting of the Standards Board.
 - c. Notify appointing authorities of any and all vacancies on the Standards Board.
 - d. Perform other duties as required in these Bylaws.
- ii. Recordkeeping and Administration. The DFO shall:
 - a. Maintain records for all meetings, including subgroup or working group activities, as required by law.
 - b. Maintain the roll.
 - c. Assure that minutes of all Standards Board meetings are prepared and distributed.
 - d. Maintain and house at EAC all official Standards Board records, including subgroup and working group activities.
 - e. File all papers and submissions prepared for or by the Standards Board, including those items generated by subgroups and working groups.
 - f. Respond to official correspondence.
 - g. Prepare and handle all reports, including the annual report as required by FACA.
 - h. Act as the Standard Board's agent to collect, validates, and pay all vouchers for pre- approved expenditures.

Article VII. Meetings

1. Consistent with the requirements of HAVA 215(a)(2), the Standards Board shall meet on an annual basis or otherwise as requested by EAC to address its responsibilities under HAVA and attend to other issues presented by EAC. Such meetings include, but are not limited to, meetings by conference call and virtual (electronic media) meetings. These meetings must allow each Standards Board member to include their comments and view or hear others' comments. Such meetings shall be held in accordance with all applicable Federal laws.
2. Meetings shall be called by the DFO in consultation with the Executive Board.
3. The DFO shall approve the agenda for all meetings. EAC shall distribute the agenda to Standards Board members prior to each meeting and shall publish notice of the meeting in the Federal Register as required by FACA.
4. Standards Board members and members of the public may submit agenda items to the DFO or Executive Board Chair.
5. Meetings.
 - a. Open Meetings.
 - i. Unless otherwise determined in advance, all Standards Board meetings shall be open to the public.
 - ii. Members of the public may attend any meeting or portion of a meeting that is not closed to the public and may, at the determination of the Chair, offer oral comment at such meeting. The Chair may decide in advance to exclude oral public comment during a meeting, in which case the meeting announcement published in the Federal Register will note that oral comment from the public is excluded. In such a case, the Standards Board will accept written comments as an alternative. In addition, members of the public may submit written statements to EAC at any

- time.
 - iii. All materials brought before, or presented to, the Board during the conduct of an open meeting, including, but not limited to, the minutes of the proceedings of the previous open meeting, will be available to the public for review or copying at the time of the scheduled meeting.
 - iv. Minutes of open meetings shall be available to the public upon request.
 - v. Once an open meeting has begun, it will not be closed to the public unless prior approval of the closure has been obtained and proper notice of the closed meeting has been given to the public.
 - vi. If, during the course of an open meeting, matters inappropriate for public disclosure arise during discussion, the Chair will order such discussion to cease and will schedule it for closed meeting.
- b. Closed Sessions.
- i. Notices regarding portions of meetings to be closed (to be referred to as sessions hereinafter) will be published in the Federal Register at least fifteen (15) calendar days in advance.
 - ii. Standards Board sessions will be closed to the public only in limited circumstances and in accordance with applicable law. The Standards Board must obtain prior approval to conduct a closed session. Requests for closed sessions must be submitted by the DFO to EAC's Office of General Counsel a minimum of forty-five (45) days in advance of the proposed closed session.
 - iii. Where the DFO, in conjunction with the Office of General Counsel, has determined in advance that discussions during a Standards Board meeting will involve matters about which public disclosure would be harmful to the interests of the government, industry, or others, an advance notice of a closed session, citing the applicable exemptions of the Government in the Sunshine Act (GISA), shall be published in the Federal Register. The notice may announce the closing of all or just part of a meeting.
 - iv. Minutes of closed sessions are not available to the public, and as a result, not subject to the Freedom of Information Act (FOIA).
6. Minutes.
- a. The DFO, or his or her designee, shall assure that detailed minutes of each meeting are prepared and distributed to Standards Board members.
 - b. Meeting minutes shall include the following: (1) Time, (2) date, (3) location, (4) record of persons present, including the names of Standards Board members, EAC Commissioners and staff, and the names of members of the public making written or oral presentations, (5) a complete and accurate description of the matters discussed and conclusions reached, and (6) copies of all reports received, issued, or approved by the Standards Board.
 - c. Meeting minutes are considered part of the official government record.
 - d. All documents, reports, or other materials prepared by or for the Standards Board constitute official government records and shall be housed at EAC and maintained according to the Federal Records Act.

Article VIII. Quorum and Proxy Voting

- 1. Quorum.
 - a. A quorum shall be established when 56 Standards Board members are present for a meeting as determined by a roll call or quorum call of the Standards Board members.

2. Proxy Votes.¹⁶

- a. Proxy designations may be submitted in writing to the Chair up to the day of the Standards Board meeting by the designated meeting start time established via the meeting agenda. A proxy designation may be submitted by electronic transmission. An original signature is not required if a proxy designation is submitted by electronic transmission.
- b. Proxy votes may only be cast by Standards Board members, provided proxy designations have been timely filed in advance with the Chair clearly identifying the Standards Board member selected to cast an absent member's proxy vote.
- c. The Chair shall appoint a proxy committee to verify the eligibility of a member(s) designating a proxy vote and of the member(s) designated to cast a proxy vote(s) on behalf of absent Standard's Board members.
- d. Proxy voting shall be allowed for all business matters, other than Executive Board elections.
- e. Proxy voting shall not be allowed for Executive Board elections.

3. Voting Generally.

- a. The Standards Board shall agree to actions by majority vote of those present and voting unless otherwise specified by these bylaws.
- b. Votes by the Standard Board on recommendations to EAC shall have the ayes, nays, and abstentions recorded.
- c. Votes taken during meetings conducted by conference call and through virtual (electronic media) means shall have a quorum established prior to voting.

Article IX. Committees

In appointing members to committees, the Standards Board shall pay particular attention to ensuring diverse membership. Accordingly, the Executive Board shall do due diligence to ensure that committee members (1) affiliate with diverse parties, (2) are representative of both state and local election officials, (3) represent different states and territories, and (4) are representative of both elected and appointed officials.

1. Meetings.

- a. All committees may meet informally at any time for the purpose of conducting their business, including telephonically or through electronic media.

2. Standing Committees.

- a. Nominating Committee. The Nominating Committee shall:¹⁷
 - i. Be comprised of five (5) members.
 - ii. Solicit nominations for the Executive Board from Standards Board members.
 - iii. Prepare and distribute to Standards Board members ballots that include all the information listed in Article V, section 1, subsection c, paragraph ii of these Bylaws.
 - iv. Create and disseminate absentee balloting materials.
 - v. Submit nominees for all positions for which the Nominating Committee has received insufficient nominations.
- b. Bylaws Committee. The Bylaws Committee shall:
 - i. Be comprised of seven (7) members.

¹⁶ Article VIII, Section 2 was amended on July 27, 2010 at the Standards Board Virtual Meeting.

¹⁷Article IX, Section 2(a) was amended on December 13, 2007 at the Austin, TX Standards Board meeting.

- ii. Submit a report with all recommended bylaws amendments to the Executive Board for a seven (7) day comment period before submitting recommendations to the Standards Board for resolution and adoption.
3. Ad-Hoc Committees.
 - a. A Standards Board member wishing to establish an ad-hoc committee must present to the Standards Board the reason(s) he/she is requesting the committee.
 - b. The Standards Board may, at any time, by majority vote, establish an ad-hoc committee.
4. Once an ad-hoc committee has been established, the Executive Board shall appoint members to the ad-hoc committee.
5. Special Committees.¹⁸
 - a. As necessary, the Chair of the Standards Board Executive Board shall appoint Standards Board members to special committees for limited purposes.
 - i. The Chair of the Standards Board Executive Board shall state the special committee's limited purpose, scope, and duration at its inception.
 - b. The Chair of the Standards Board Executive Board shall appoint five (5) Standards Board members to a special Election Certification Committee on the first day of a Standards Board meeting at which an Executive Board election is scheduled to take place. The special Election Certification Committee shall tabulate and certify all Executive Board election results.
 - c. The Chair of the Standards Board Executive Board shall appoint five (5) Standards Board members to a Resolutions Committee on the first day of a Standards Board meeting if it appears likely that the Standards Board will present and/or adopt resolutions.
 - d. The Chair of the Standards Board Executive Board shall appoint five (5) Standards Board members to a Proxy Committee on the first day of a Standards Board meeting at which voting on general business matters is scheduled to take place. The Proxy Committee shall review and certify all proxy votes.

Article X. Amendments

1. The Standards Board's Bylaws Committee shall promulgate a form for proposing an amendment to the Standards Board's Bylaws.
 - a. The form shall require the specific language of the proposed amendment to be included, identify the author of the amendment, and be designed to elicit the rationale and impact of the proposed amendment.
2. All proposed bylaw changes must be submitted in writing to the DFO at least seventy (70) days before the date of the Standards Board Meeting at which the changes are to be considered for adoption. The DFO shall issue an immediate notification to all Standards Board members concerning any proposed change to the bylaws.¹⁹
3. After receiving proposed bylaw changes, the DFO shall forward the proposed changes to the Standards Board Bylaws Committee and EAC's General Counsel.
 - a. The General Counsel shall report in an expeditious manner to the Bylaws Committee and the Executive Board whether or not a proposed change to the Bylaws is consistent with

¹⁸ Article IX, Section 4 was adopted on December 13, 2007 at the Austin, TX Standards Board meeting.

¹⁹ Article X, Section 2 was amended on July 27, 2010 at the Standards Board Virtual Meeting.

- federal law and/or rules.
 - b. The Bylaws Committee shall transmit a report containing the proposed bylaw changes to the Executive Board.
 - c. The Standards Board's Executive Board shall place the report on the proposed change to the Standards Board's Bylaws on the agenda for the next meeting of the Standards Board.
4. The Executive Board shall forward all proposed changes to Standards Board members at least thirty (30) days prior to the next meeting of the Standards Board via email and U.S. Mail to the applicable address of record on file with EAC. The Executive Board shall request that EAC post the proposed change to the bylaws and all supporting material on EAC's website at least thirty (30) days prior to the next meeting of the Standards Board.
 5. The bylaws may be amended by a two-thirds (2/3) vote of the members present and voting at any Standards Board meeting.

Article XI. Expenses and Reimbursement

1. Expenses related to Standards Board operations will be borne by EAC.
2. Expenditures of any kind must be approved in advance by the DFO.
3. Standards Board members shall not receive any compensation for their services, but shall be paid travel expenses, including per diem in lieu of subsistence, at rates authorized for employees of federal agencies under subchapter I of chapter 57 of title 5, United States Code, while away from their homes or regular places of business in performance of their services for the Standards Board.

Article XII. Parliamentary Authority

1. The rules contained in the current edition of *Robert's Rules of Order Newly Revised* shall govern the Standards Board in all cases to which they are applicable and in which they are not inconsistent with these bylaws and any special rules of order the Standards Board may adopt.
2. Voting procedures for the Standards Board, the Executive Board, and the subcommittees shall follow the accepted procedure according to Robert's Rules of Order.

Article XIII. Effective Date

1. These By-Laws are effective upon adoption by the Standards Board.

Article XIV. Transition Procedures and Ratification

1. The adoption of the bylaws has no effect on the selection, terms or appointment of the officers or members of the Standards Board, the Executive Board, or a committee of the Board serving on the effective date of these bylaws.
2. All acts of the Standards Board, the Executive Board, or a committee of the Board are hereby ratified, except to the extent that an act does not conform with a resolution adopted by the Standards Board before the effective date of these Bylaws.

These Bylaws were amended at the July 31, 2020 Standards Board meeting.

/S/ _____
Reynaldo Valenzuela Jr., Chair

Date

/S/ _____
Benjamin Hovland, DFO

Date

From: Kimberly Smith
Sent: Tuesday, April 4, 2023 4:24 AM AKDT
To: Beecher, Carol L (GOV); Thompson, Michaela R (GOV); taranisha07_poa@yahoo.com; vange.tauoa@gmail.com; afontes@azsos.gov; Janine Petty; Dwight Shellman; rloy@deltacounty.com; gabe.rosenberg@ct.gov; Timothy DeCarlo; Anthony Albence; Monica Evans; Maria.Matthews@DOS.myflorida.com; Paul Lux; Nancy Boren; maria.pangelinan@gec.guam.gov; Guam; pattyweeks@co.nezperce.id.us; Brad King; Nicole Browne; D. Pliner; bryan.caskey@ks.gov; jshew@douglascountyks.org; Jenni Scutchfield; Jeff Hancock; Kyle Ardoin; nikki.charlson@maryland.gov; Andrew Dowd; Timaka James-Jones; Batina Dodge; Dana Corson; dixonl@hillcounty.us; Andrew Buller; brian.kruse@votedouglascounty-ne.gov; tami.spero@humboldtcountynv.gov; Patricia Piecuch; robertd@pointing.com; Lauren Zyriek; bthompson@co.hunterdon.nj.us; Mandy.Vigil@state.nm.us; Douglas Kellner; abramb@chq.gov.com; Michael.Dickerson@mecklenburgcountync.gov; ejohnsrud@co.mckenzie.nd.us; agrandjean@ohiosos.gov; Brian Sleeth; Carol Morris; RogerMillsCounty@elections.ok.gov; molly.woon@sos.oregon.gov; Derrin Robinson; Kori House; kplacencia@sos.ri.gov; Nicholas Lima; Rachel.Soulek@state.sd.us; Carri Crum; mark.goins@tn.gov; Shelly Jackson; Rozan Mitchell; Caroline Fawkes; viadm@aol.com; Brenda Cabrera; Stuart Holmes; Lori Larsen; meagan.Wolfe@wi.gov; Lori Stottler; Norma Figueroa Morales; beredondo@cee.pr.gov
CC: Thomas Hicks; Donald Palmer; Christy McCormick; Benjamin Hovland; Steven Frid; Amanda Joiner; Kristen Muthig; Kristen Lee; Heather Ford; Robin Sargent
Subject: Standards Board - Optional Tour Registration

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Standards Board Members,

We are looking forward to seeing you in Phoenix in a few short weeks. We have arranged optional tours for members who are arriving early on or before April 17 and leaving later on April 19 or after. Transportation will be provided for both tours. The registration link and further information on the tours are listed below. You must be registered to join the tours. Please register by **April 14** to join.

Registration Link: <https://survey.alchemer.com/s3/7291862/Standards-Board-Option-Tours-Registration>

Monday, April 17

Maricopa County - Elections MCTEC Office Tour
510 S. Third Ave.
Phoenix, AZ 85003
1:00pm departure from the Hyatt Regency Phoenix

Wednesday, April 19

Runbeck Tour
2800 S. 36th St.
Phoenix, AZ 85034
1:30pm departure from the Hyatt Regency Phoenix
Est. length of tour is 1 hour and the facility is convenient to the airport

Kimberly Smith | Alternate Designated Federal Officer (ADFO), EAC Standards Board
U.S. Election Assistance Commission
633 3rd Street NW, Suite 200 | Washington, DC 20001
www.eac.gov

From: Kimberly Smith
Sent: Wednesday, April 5, 2023 4:00 AM AKDT
To: abramb@chq.gov.com; Andrew Dowd; afontes@azsos.gov; agrandjean@OhioSOS.Gov; Andrew Buller; Anthony Albence; James Tatum; Jocelyn Benson; beredondo@cee.pr.gov; Brad King; Bradford Raffensperger; Brenda Cabrera; bret.kelly@ncsbe.gov; brian.kruse@douglascounty-ne.gov; Brian Sleeth; bryan.caskey@ks.gov; bthompson@co.hunterdon.nj.us; Brittany Westfall; Brian Wood; Beecher, Carol L (GOV); Carol Morris; Caroline Fawkes; Carri Crum; Charles Holiday; Jay Ashcroft; cisco@sos.nv.gov; C.J. Garrison; Douglas Kellner; David Maeda; Dana Corson; Debby Erickson; Derrin Robinson; Sandra Pinsonault; D. Pliner; Dwight Shellman; ejohnsrud@co.mckenzie.nd.us; erika.white58501@gmail.com; gabe.roseberg@ct.gov; Guy Mickley; Heidi Burhans; Heather Hawthorne; Howard Knapp; Timaka James-Jones; Melanie Clark; Jason Hancock; James Boggs; Jeff Hancock; Jenni Scutchfield; jesse.naiman1@wyo.gov; john.thurston@sos.arkansas.gov; joldfield@elections.il.gov; Janine Petty; jroebuck@miottawa.org; jshew@douglascountyks.org; julie.flynn@maine.gov; kingram@sos.texas.gov; Kathleen Montejo; Kori House; kplacencia@sos.ri.gov; kristen.e.uyeda@hawaii.gov; Kyle Thomas; kwhite@co.albany.wy.us; Kyle Ardoin; Lauren Zyriek; Lori Larsen; LR Booth; Mandy.Vigil@state.nm.us; marengoprobate@gmail.com; Maria.Matthews@DOS.myflorida.com; maria.pangelinan@gec.guam.gov; mark.goins@tn.gov; Diane Meadows; meagan.Wolfe@wi.gov; Monica Evans; Michael.Dickerson@mecklenburgcountync.gov; michael.watson@sos.ms.gov; Thompson, Michaela R (GOV); Michelle.Tassinari@sec.state.ma.us; mike.spence@caddoclerk.com; Molly Woon (molly.woon@sos.oregon.gov); Nancy Boren; Nicole Browne; Norma Figueroa Morales; nikki.charlson@maryland.gov; Nicholas Lima; pat.nakamoto@hawaiicounty.gov; Patricia Piecuch; pattyweeks@co.nezperce.id.us; Paul Lux; Rachel.Soulek@state.sd.us; Ralph Artigliere; rloy@deltacounty.com; robertd@pointing.com; RogerMillsCounty@elections.ok.gov; Rozan Mitchell; Batina Dodge; Shelly Jackson; Lori Stottler; Stuart Holmes; Susan Beals; Susan Lapsley; tami.spero@humboldtcountynv.gov; taranisha07_poa@yahoo.com; Timothy DeCarlo; Tonia Fernandez; vange.tauoa@gmail.com; viadm@aol.com; Guam; Wes Allen; Will Senning
CC: Thomas Hicks; Donald Palmer; Benjamin Hovland; Christy McCormick; Steven Frid; Amanda Joiner; Kristen Muthig; Kristen Lee; Heather Ford
Subject: Standards Board Executive Board Meeting
Attachments: 2023-04-06 Executive Board of EAC SB Meeting Agenda.docx

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Standards Board Members,

The next Executive Board meeting is scheduled for Thursday, April 6 at 4:00pm ET. All Standards Board members are invited to attend and may offer comments or feedback at the Chair's discretion. Attached please find the meeting agenda and the Zoom information below.

Kimberly Smith is inviting you to a scheduled ZoomGov meeting.

Topic: Standards Board Executive Board Meeting
Time: Apr 6, 2023 04:00 PM Eastern Time (US and Canada)

Join ZoomGov Meeting

<https://eac-gov.zoomgov.com/j/1611391056?pwd=WE4zaG9CTlI6Q3R3RUdia3dwQWljQT09>

Meeting ID: 161 139 1056

Passcode: 657411

One tap mobile

+16692545252,,1611391056# US (San Jose)

+16468287666,,1611391056# US (New York)

Dial by your location

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+1 646 964 1167 US (US Spanish Line)

+1 415 449 4000 US (US Spanish Line)

+1 551 285 1373 US

+1 669 216 1590 US (San Jose)

833 568 8864 US Toll-free

Meeting ID: 161 139 1056

Find your local number: <https://eac-gov.zoomgov.com/j/9aKpTkOwNy>

Kimberly Smith | Alternate Designated Federal Officer (ADFO), EAC Standards Board

U.S. Election Assistance Commission

633 3rd Street NW, Suite 200 | Washington, DC 20001

www.eac.gov

EXECUTIVE BOARD
U.S. ELECTION COMMISSION STANDARDS BOARD AGENDA
Thursday, April 6, 2023, 1:00 pm PST/AZ, 2:00 pm MT, 3:00 pm CST and 4:00 pm EST
Join Zoom Meeting

AGENDA

- 1. Call to Order, Chair or Vice Chair**
- 2. Roll Call, Secretary**
- 3. Opening Comments**
- 4. Annual Meeting Update**
- 5. Committees – Proxy and Election Certification**
- 6. Other Business**
- 7. Adjournment**

From: Alecia Wells
Sent: Wednesday, April 5, 2023 5:10 PM AKDT
To: Kimberly Smith; abramb@chqgov.com; Andrew Dowd; afontes@azsos.gov; agrandjean@OhioSOS.Gov; Andrew Buller; Anthony Albence; James Tatum; Jocelyn Benson; beredondo@cee.pr.gov; Brad King; Bradford Raffensperger; Brenda Cabrera; bret.kelly@ncsbe.gov; brian.kruse@douglascounty-ne.gov; Brian Sleeth; bryan.caskey@ks.gov; bthompson@co.hunterdon.nj.us; Brittany Westfall; Brian Wood; Beecher, Carol L (GOV); Carol Morris; Caroline Fawkes; Carri Crum; Charles Holiday; Jay Ashcroft; cisco@sos.nv.gov; C.J. Garrison; Douglas Kellner; David Maeda; Dana Corson; Debby Erickson; Derrin Robinson; Sandra Pinsonault; D. Pliner; Dwight Shellman; ejohnsrud@co.mckenzie.nd.us; erika.white58501@gmail.com; gabe.roseberg@ct.gov; Guy Mickley; Heidi Burhans; Heather Hawthorne; Howard Knapp; Timaka James-Jones; Melanie Clark; Jason Hancock; James Boggs; Jeff Hancock; Jenni Scutchfield; jesse.naiman1@wyo.gov; john.thurston@sos.arkansas.gov; joldfield@elections.il.gov; Janine Petty; jroebuck@miottawa.org; jshew@douglascountyks.org; julie.flynn@maine.gov; kingram@sos.texas.gov; Kathleen Montejo; Kori House; kplacencia@sos.ri.gov; kristen.e.uyeda@hawaii.gov; Kyle Thomas; kwhite@co.albany.wy.us; Kyle Ardoin; Lauren Zyriek; Lori Larsen; LR Booth; Mandy.Vigil@state.nm.us; marengoprobate@gmail.com; Maria.Matthews@DOS.myflorida.com; maria.pangelinan@gec.guam.gov; mark.goins@tn.gov; Diane Meadows; meagan.Wolfe@wi.gov; Monica Evans; Michael.Dickerson@mecklenburgcountync.gov; michael.watson@sos.ms.gov; Thompson, Michaela R (GOV); Michelle.Tassinari@sec.state.ma.us; mike.spence@caddoclerk.com; Molly Woon (molly.woon@sos.oregon.gov); Nancy Boren; Nicole Browne; Norma Figueroa Morales; nikki.charlson@maryland.gov; Nicholas Lima; pat.nakamoto@hawaiicounty.gov; Patricia Piecuch; pattyweeks@co.nezperce.id.us; Paul Lux; Rachel.Soulek@state.sd.us; Ralph Artigliere; rloy@deltacounty.com; robertd@pointing.com; RogerMillsCounty@elections.ok.gov; Rozan Mitchell; Batina Dodge; Shelly Jackson; Lori Stottler; Stuart Holmes; Susan Beals; Susan Lapsley; tami.spero@humboldtcountynv.gov; taranisha07_poa@yahoo.com; Timothy DeCarlo; Tonia Fernandez; vange.tauoa@gmail.com; Guam; Wes Allen; Will Senning
CC: Thomas Hicks; Donald Palmer; Benjamin Hovland; Christy McCormick; Steven Frid; Amanda Joiner; Kristen Muthig; Kristen Lee; Heather Ford
Subject: Re: Standards Board Executive Board Meeting

You don't often get email from viadm@aol.com. [Learn why this is important](#)

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I plan to attend.

[Sent from the all new AOL app for iOS](#)

On Wednesday, April 5, 2023, 7:01 AM, Kimberly Smith <KSmith@eac.gov> wrote:

Standards Board Members,

The next Executive Board meeting is scheduled for Thursday, April 6 at 4:00pm ET. All Standards Board members are invited to attend and may offer comments or feedback at the Chair's discretion. Attached please find the meeting agenda and the Zoom information below.

Kimberly Smith is inviting you to a scheduled ZoomGov meeting.

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Time: Apr 6, 2023 04:00 PM Eastern Time (US and Canada)

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Meeting ID: 161 139 1056

Passcode: 657411

One tap mobile

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+16468287666,,1611391056# US (New York)

Dial by your location

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+1 551 285 1373 US

+1 669 216 1590 US (San Jose)

833 568 8864 US Toll-free

Meeting ID: 161 139 1056

Find your local number: <https://eac-gov.zoomgov.com/j/1611391056>

Kimberly Smith | Alternate Designated Federal Officer (ADFO), EAC Standards Board

U.S. Election Assistance Commission

633 3rd Street NW, Suite 200 | Washington, DC 20001

www.eac.gov

From: Kimberly Smith
Sent: Thursday, April 6, 2023 11:15 AM AKDT
To: abramb@chq.gov.com; Andrew Dowd; afontes@azsos.gov; agrandjean@OhioSOS.Gov; Andrew Buller; Anthony Albence; Jocelyn Benson; beredondo@cee.pr.gov; Brad King; Bradford Raffensperger; Brenda Cabrera; bret.kelly@ncsbe.gov; brian.kruse@douglascounty-ne.gov; Brian Sleeth; bryan.caskey@ks.gov; bthompson@co.hunterdon.nj.us; Brittany Westfall; Brian Wood; Beecher, Carol L (GOV); Carol Morris; Caroline Fawkes; Carri Crum; Charles Holiday; Jay Ashcroft; cisco@sos.nv.gov; C.J. Garrison; Douglas Kellner; David Maeda; Dana Corson; Debby Erickson; Derrin Robinson; dixonl@hillcounty.us; Sandra Pinsonault; D. Pliner; Dwight Shellman; ejohnsrud@co.mckenzie.nd.us; erika.white58501@gmail.com; gabe.roseberg@ct.gov; Guy Mickley; Heidi Burhans; Heather Hawthorne; Howard Knapp; Timaka James-Jones; Melanie Clark; Jason Hancock; James Boggs; Jeff Hancock; Jenni Scutchfield; jesse.naiman1@wyo.gov; john.thurston@sos.arkansas.gov; joldfield@elections.il.gov; Janine Petty; jroebuck@miottawa.org; jshew@douglascountyks.org; julie.flynn@maine.gov; kingram@sos.texas.gov; Kathleen Montejo; Kori House; kplacencia@sos.ri.gov; kristen.e.uyeda@hawaii.gov; kwhite@co.albany.wy.us; Kyle Ardoin; Lauren Zyriek; Lori Larsen; LR Booth; Mandy.Vigil@state.nm.us; marengoprobate@gmail.com; Maria.Matthews@DOS.myflorida.com; maria.pangelinan@gec.guam.gov; mark.goins@tn.gov; Diane Meadows; meagan.Wolfe@wi.gov; Monica Evans; Michael.Dickerson@mecklenburgcountync.gov; michael.watson@sos.ms.gov; Thompson, Michaela R (GOV); Michelle.Tassinari@sec.state.ma.us; mike.spence@caddoclerk.com; Molly Woon (molly.woon@sos.oregon.gov); Nancy Boren; Nicole Browne; Norma Figueroa Morales; nikki.charlson@maryland.gov; Nicholas Lima; pat.nakamoto@hawaiicounty.gov; Patricia Piecuch; pattyweeks@co.nezperce.id.us; Paul Lux; Rachel.Soulelek@state.sd.us; Ralph Artigliere; rloy@deltacounty.com; robertd@pointing.com; RogerMillsCounty@elections.ok.gov; Rozan Mitchell; Batina Dodge; Shelly Jackson; Lori Stottler; Stuart Holmes; Susan Beals; Susan Lapsley; tami.spero@humboldtcountynv.gov; taranisha07_poa@yahoo.com; Timothy DeCarlo; Tonia Fernandez; vange.tauoa@gmail.com; viadm@aol.com; Guam; Wes Allen; Will Senning
CC: Thomas Hicks; Donald Palmer; Benjamin Hovland; Christy McCormick; Steven Frid; Amanda Joiner; Kristen Muthig; Kristen Lee; Heather Ford
Subject: Standards Board - Materials for Annual Meeting
Attachments: VVSG_Lifecycle_Policy_9_22.pdf, EPB Master Requirements Draft.pdf, Voter Education Program Research Background.pdf

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Standards Board Members,

Attached please find important supporting materials for several presentations that will take place at the Standards Board annual meeting. The materials include:

- [VVSG Lifecycle Policy](#) – Part 4 of the Policy outlines the process for VVSG review and updates. Jon Panek, Director of Testing and Certification will give a presentation on the annual review process and answer member questions.
- [Draft Voluntary E-Poll Book Certification Requirements](#) – Members are invited to review the draft requirements and **submit comments and questions to ESTEP@eac.gov ahead of the meeting.** Questions submitted in advance will be included as stakeholder feedback in the comprehensive pilot report. Jay Phelps, Director of the Election Supporting Technology Evaluation Program (ESTEP) will give a presentation on the e-poll book pilot and answer member questions.
- [EAC Voter Education Program Research Background and Draft Survey](#) – The brief provides background on the draft Voter Education Program Survey, which will be discussed by Steven Daitch, Senior Election Subject Matter Expert, and Dr. Mara Suttman-Lea at the annual meeting. Members can preview the survey via a link in the brief and provide feedback at the meeting.

Members are invited to review the materials in preparation for the annual meeting. All materials shared in advance of the meeting can also be accessed here:

<https://www.dropbox.com/scl/fo/5urmanqxqrom0yxx2ab3u/h?dl=0&rlkey=bhf77mh5tmf63y45s8pq0p8au>.

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Voluntary E-Poll Book Certification Requirements Version 0.9

January 19, 2023

U.S. Election Assistance Commission

Executive Summary

The purpose of the requirements is to provide a set of specifications against which e-poll book systems can be tested to determine if they provide accessibility and security capabilities. This document is the first iteration of national level e-poll book standards and is designed to ensure consistent security and accessibility in e-poll book systems utilized across the United States of America.

The cybersecurity of e-poll book systems has never been more important. Attacks from nation state actors against our election infrastructure have specifically targeted these systems in past elections [insert footnotes to published reports?] and the U.S. Election Assistance Commission (EAC) believes that attacks against these types of systems will increase in future elections.

DRAFT

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Introduction

This document is the first version of national level e-poll book security and accessibility standards and was developed by the EAC to specifically address e-poll books. Adherence to these requirements is governed by state and territory-specific laws and procedures.

How the Requirements are to be Used

This document will be used primarily by e-poll book system manufacturers and Voting System Test Laboratories (VSTLs) as a baseline set of requirements for e-poll book system security and accessibility to which states or territories will add their specific requirements, as necessary. This audience includes:

- Manufacturers, who will use these requirements when they design and build new e-poll book systems.
- Voting system test laboratories, who will refer to this document when they develop test plans for the analysis and testing of e-poll book systems to verify whether the system meets these requirements.

Scope

The scope of this document is limited to e-poll book systems acquired by states and evaluated by the EAC. E-poll book systems are defined in this document as:

Equipment (including hardware, firmware, and software), materials, and documentation used to partially automate the process of checking in voters, assigning voters the correct ballot style, and marking off voters who have been issued a ballot.

E-poll books are used in a voting location to assist election workers in checking in voters, ensuring that they are eligible to vote and, in some places, managing updating voter records. Additionally, e-poll books also have administrative functions to prepare for an election and extract data reports afterwards. The same usability and accessibility feature important in the voting location will also support back-office workers. Additionally, e-poll books may use an air-gapped configuration at the precinct with a separate local copy of the registration list or can be connected (wired or wireless) via a public or private network with a central repository of registration information where records can be checked and updated in real time across the jurisdiction.

While e-poll books can provide additional functionality such as poll worker time keeping, ballot printing, or communications between a central office and polling places, the requirements in this document specifically apply to the following functionality (**where allowed by state, territorial, or jurisdictional laws or rules**):

- Allows voters to check-in electronically
- Allows poll workers to easily direct voters to the correct polling location
- Is capable of scanning voter identification to pull up a voter's information
- Allows poll workers to look up voters across precincts, enabling consolidated vote centers

- Allows real-time updates of voter history when operated in a connected configuration
- Notifies poll workers if a voter has already been issued an absentee or mail-in ballot
- Produces turnout numbers and lists of who voted
- Allows for same-day voter registration
- Can display a photo to verify a voter's identity
- Can produce information used to activate a ballot for voting machines that require this functionality (printed ballot number, activated electronic token, etc.)

There are some important differences between the context of use for voting systems and e-poll books that are important to keep in mind when considering VVSG requirements.

Election workers are the primary users. Unlike voters, they are trained in how to use the e-poll book. In contrast to voters who interact with a voting system for one brief session, election workers complete the basic tasks many times during a voting day. Election workers are also older than average. The [2018 Election Administration and Voting Survey \(EAVS\)](#) jurisdictions said that more than two-thirds were 61 years or older and less than one-fifth were younger than 41 years old. This means they are more likely to have age-related visual or dexterity disabilities, making accessibility a priority.

Voters may also interact directly with the e-poll book. Depending on the design of the system, voters may be asked to:

- Confirm information on a screen
- Provide identification by handing an ID card to a worker or placing it in position for the system to read
- Sign their name on the main e-poll book screen or on a smaller device
- Be given information on paper, including information to authorize them to vote or activate the voting system or directions to a different voting location

Check-in is a public, not a private procedure. The list of voters is a public record, and in some locations, the names and even addresses of voters are announced for observer to hear. This means that the concerns about voter privacy that are central to the design of voting systems do not apply to e-poll books.

Check-in is an assisted task, with no expectation that it is done independently. The election worker and the voter work together to complete the check-in process. Election workers assist all voters, including those with language or accessibility needs. An important consideration in setting accessibility requirements for e-poll books is when (and what type of) assistance is acceptable and when it interferes with voter independence.

E-poll book hardware and software are different from voting systems. E-poll books are often assembled from standard computing devices, such as a laptop or tablet. They run on conventional operating systems rather than a custom platform. They often include several additional COTS devices including a printer, signature pad, or barcode scanner.

There is more flexibility in how e-poll books are set up for use. Unlike a voting system, they can be set up for the specific team of election workers who will use them during a voting day

- They are set up once at the start of the day and peripherals are attached at that time by someone familiar with the system
- E-poll books are typically placed on a working surface where they can be adjusted for physical reach and touch
- Like voting systems, lighting conditions may not be optimal, including poor lighting, reflections, or glare from lights and windows

Requirements that adjust the screen display are an important way to mitigate these issues and make sure that the information on the screen is clear.

There may be requirements for actions by election workers that affect the fundamental nature of the task. These actions may include:

- Reviewing or comparing a voter's signature to the image of one on file
- Reading information on an ID card
- Handling an ID card or a scanner to read the voter information into the system, a printed voter authorization form to be given to the voter, or turning the e-poll book screen so the voter can read it or sign their name

An e-poll book interface can assist election workers in performing some tasks. For example, they can include instructions for infrequent tasks, or may include design elements to draw attention to similar names or notifications of voter status in a way that would be considered bias under VVSG 2.0 requirement 5.2-A *No bias* in a voting system. The report *Checklists for usability and accessibility of electronic pollbooks* includes a list of usability considerations specific to e-poll books that could be used for a heuristic examination as part of a certification or procurement process.

Section 1 - Security Requirements

Security requirements are organized based on the following security categories:

1. Access control
2. Physical security measures
3. System integrity
4. Network/telecommunications security
5. Software design/architecture standards
6. Logging
7. Supply chain risk management

Each numbered section below contains a brief explanatory description followed by the actual requirements, labeled 1.1, 1.2, etc. for section 1 or 7.1, 7.2, etc. for section 7.

Section 1.1 – Access control

Access to both physical and digital spaces containing EPB systems, voter information, and communication equipment must be strictly controlled during the entire EPB lifecycle from manufacturing and development to end-of-life disposal of the information and equipment to detect and prevent supply chain attacks.

EPB manufacturers must establish procedures and technical controls that reflect applicable federal and state laws, Executive Orders, regulations, directives, policies, standards, and guidance to control access to physical sites and networks containing EPBs and related communications equipment. Access control systems will be automated when possible.

An EPB system must be configured to:

- Implement account management
- Follow established account management procedures and processes
- Implement and enforce role-based access
- Implement and support multi-factor authentication
- Implement and enforce separation of duties
- Implement and enforce least privilege
- Implement and enforce session termination, device lock, and reauthentication
- Record unsuccessful logon attempts
- Implement system use notification

1.1.1 – Account management

EPB systems and related components such as databases or network communications equipment must authenticate each user with access to the system using an automated account management system. The account management system must require unique passwords for each user.

Discussion

The following are best practices for account management:

- Remove vendor access when no longer necessary
- Automatically remove temporary or emergency accounts after a specified date or period
- Automatically disable inactive accounts after a specific period
- Audit account creation, modification, enabling, disabling, and account removal actions with a notification to auditing personnel
- Limit the use of dynamic privilege management capabilities
- Do not allow the use of shared or group accounts
- Remove assigned privileges from accounts when removed from the group

References: NIST SP 800-53 rev. 5 (AC-2)

1.1.2 – Access control policies and procedures

The EPB system must have documentation for access control policies and procedures describing how the requirements in Section 1 are implemented.

References: NIST SP 800-53 rev. 5 (AC-1)

1.1.3 – Role-based access

The EPB system must implement role-based access control (RBAC) with least privilege. Each role must be limited to the functions, processes, and data authorized for the specific role.

References: NIST SP 800-53 rev. 5 (AC-2)

1.1.4 – Multi-factor authentication

The system shall enforce multi-factor authentication (MFA) for all privileged operations if the system has a multi-factor authentication option.

Discussion

Privileged operations can include account creation, deletion, permission modification, or when directly updating external databases such as voter registration databases. Additionally, Multi-factor authentication does not mean having multiple passwords.

References: NIST SP 800-63-3

1.1.5 – Separation of duties

The EPB system must be configurable to enforce separation of duties as defined by the jurisdiction.

Discussion

For example, changes to voter information or system configurations may need to be authorized by two or more personnel to mitigate insider threats.

References: NIST SP 800-53 rev. 5 (AC-5)

1.1.6 – Least privilege

The EPB system must enforce the concept of least privilege for accounts to restrict both privileged and non-privileged accounts to only permission required to carry out the role assigned to the account.

Discussion

A poll worker should be prevented from making configuration changes on the system. The concept of least privilege should also be applied to administrators and supervisor groups and accounts.

References: NIST SP 800-53 rev. 5 (AC-6)

1.1.7 – Session termination, device lock, and reauthentication

The EPB system must include session termination, device lock, and reauthentication functionality including:

1. a user-initiated or time configurable automatic lockout when a user is away from the system, which can be defined and implemented by the jurisdiction
2. a configurable mechanism to automatically terminate a user session after a defined period of inactivity and lock the device; which can be defined and implemented by the jurisdiction
3. requiring reauthentication of the authorized user after the session is terminated and the device locked; and
4. the account lockout must include a blank or configurable screen when the system is locked to obscure any data presented on the screen when terminated.

References: NIST SP 800-53 rev. 5 (AC-11, AC-12)

1.1.8 – Unsuccessful logon attempts

The EPB system must be configured to lock after a configurable number of logon attempts for 15 minutes or until an administrator or technician can unlock the account.

References: NIST 800-53 rev. 5 (AC-7)

1.1.9 – System use notification

The EPB system must include a configurable logon banner or system use notification for the user to accept upon logon.

References: NIST SP 800-53 rev. 5 (AC-8)

1.1.10 – Information and data flow

Information flows between EPB systems and other systems connected to public networks must be limited to only the required information to protect voter data from being accessible by unauthorized users.

Discussion

The use of unique IDs not easily associated with a voter should be used to transmit information rather than using actual voter PII during data exchanges.

References: NIST 800-53 rev. 5 (AC-4)

Section 1.2 – Physical security measures

Physical security measures must be in place to prevent unauthorized access to devices, communications equipment, and voter information to include any database backups.

An EPB system must:

- Document asset management features
- Implement and enforce device disk encryption
- Enforce BIOS or firmware interface access restrictions
- Document the application of tamper evident sealing
- Document anti-theft controls, and emergency system decommissioning

1.2.1 – Documentation of asset management features

The EPB system documentation must detail the location and use of any unique serial numbers, part numbers, or other identifying features for each individual hardware component of the system that can be used for asset management.

References: NIST SP 800-53 rev. 5 (CM-8)

1.2.2 – Device disk encryption

Each component of the EPB system containing internal memory used to store voter or ballot information must enforce whole disk encryption.

References: NIST SP 800-53 rev. 5 (AC-19)

1.2.3 – Device BIOS or other firmware interface access

Each component of the EPB system containing BIOS or other firmware interface must require authentication to access the device BIOS or other firmware interface. If passwords/codes are used, they should follow strong password guidelines, and be changed from any manufacturer defaults.

References: NIST SP 800-53 rev. 5 (SI-7)

1.2.4 – Document the application of tamper evident sealing

The EPB system documentation must include information on how and where to apply tamper evident sealing of the physical components of the system that contain voter or ballot information. Additionally, any built-in tamper evident protections (lights, alarms, logging) must be documented.

References: NIST SP 800-53 rev. 5 (SR-5, SA-18)

1.2.5 - Document anti-theft controls, and emergency system decommissioning

The EPB system documentation must include information on anti-theft controls including functionality to remotely secure a stolen or lost device with access to pertinent data.

Discussion

When devices are lost or stolen, whether they have the data stored locally or access to cloud data, especially with the potential of admin privileges to manipulate said data, functionality must be put in place to remotely remove content or access from the device.

Section 1.3 – System Integrity

The EPB system must implement security measures to prevent malicious activity and protect the integrity, confidentiality, and availability of data. The system must be configured to:

- Support an EDR tool (public network connected EPB systems only)
- Support an antivirus tool to detect and alert on malicious code
- Support file integrity checking to monitor file changes

1.3.1 – Endpoint detection and response (EDR) tool

If the EPB system requires connection to a public network during election day operation, the system must support an EDR tool to prevent, detect, and respond to attempts to manipulate the system such as: cross-site scripting (XSS), code injection, or denial of service (DoS) attacks.

References: NIST SP 800-53 rev. 5 (SI-4)

1.3.2 – Antivirus tool

The EPB system must implement an antivirus tool to detect and alert on malicious code.

References: NIST SP 800-53 rev. 5 (SI-3)

1.3.3 – Authentication to access configuration file

The EPB system must allow only authenticated system administrators to access and modify device configuration files.

References: NIST SP 800-53 rev. 5 (SI-7), VVSG 2.0 13.1.1-A

1.3.4 – Verification of voter information

The EPB system must:

1. cryptographically verify the integrity and authenticity of all voter data;
2. immediately log any verification error; and
3. immediately present on-screen any verification errors.

Discussion

The process of verifying voter information is a defense in depth measure against accidental errors or a malicious incident regarding modified or false voter information.

References: VVSG 2.0 13.2-B

1.3.5 – Cryptographic module validation

The EPB system’s cryptographic functionality must be implemented in a cryptographic module that meets current FIPS 140 validation, operating in FIPS mode.

This applies to:

1. software cryptographic modules, and
2. hardware cryptographic modules.

Discussion

Use of cryptographic modules validated at level 1 or above ensures that the cryptographic algorithms used are secure and correctly implemented. The current version of *FIPS 140* [*NIST01, NIST19a*] and information about the *NIST Cryptographic Module Validation Program* are available under [*NIST20e*] in Appendix C: References. Note that a device can use more than one cryptographic module, and quite commonly can use a software module for some functions and a hardware module for other functions.

References: VVSG 2.0 13.3-A

1.3.6 – Cryptographic strength

The EPB system’s cryptography must employ NIST approved algorithms with a security strength of at least 112-bits.

Discussion

At the time of this writing, NIST specifies the security strength of algorithms in SP 800-57, Part 1. This NIST recommendation will be revised or updated as new algorithms are added, and if cryptographic analysis indicates that some algorithms are weaker than presently believed. The security strengths of SP 800-57 are based on estimates of the amount of computation required to successfully attack the particular algorithm. The specified strength should be sufficient for several decades.

This requirement is not intended to forbid all incidental use of non-approved algorithms by OS software or standardized network security protocols.

References: VVSG 2.0 13.3-C

1.3.7 – Cryptographic key management documentation

The EPB system documentation must describe how key management is to be performed.

Discussion

This documentation provides procedural steps that can be taken to ease the burden of key management and safely perform these operations.

References: VVSG 2.0 13.3-E

Section 1.4 – Network/Telecommunications Security

The EPB system must be configured to:

- Implement FIPS 140 approved encryption for the transfer of data
- Disallow connections to unapproved external networks
- Disallow connections to unapproved external devices
- Implement network firewall settings for approved communication (public network connected EPB systems only)
- Documentation of the network and communications architecture

1.4.1 – Network encryption

The system must be configured to utilize FIPS 140 approved network encryption for the transfer of data.

References: NIST SP 800-53 rev. 5 (AC-17)

1.4.2 – Disallow connections to unapproved external networks

If the system requires connection to a public network during election day voter check-in operations, the e-poll book must be configured to disallow connections to unapproved external networks. This may be accomplished through IP or MAC address allow listing or other configurations where external network access is explicitly granted.

References: NIST SP 800-53 rev. 5 (AC-3, AC-4)

1.4.3 – Disallow connections to unapproved external devices

The e-poll book must be configured to disallow connections to unapproved external devices.

Discussion

This requirement applies to devices that can be recognized as approved, such as only allowing connections to managed devices.

References: NIST SP 800-53 rev. 5 (AC-4, AC-20)

1.4.4 – Network firewall

If the EPB system requires connection to a public network during election day voter check-in operation, the e-poll book must implement a firewall configured to only allow approved communication with each device within the system.

References: NIST SP 800-53 rev. 5 (AC-3)

1.4.5 – Confidentiality and integrity of transmitted data

The EPB system must:

1. mutually authenticate all network connections;
2. cryptographically protect the confidentiality of all data sent over a network; and
3. cryptographically protect the integrity of all voter information sent over the network.

Discussion

Mutual authentication provides assurance that each electronic device is legitimate. Mutual authentication can be performed using various protocols, such as IPsec and SSL/TLS. This requirement includes network appliances such as switches, firewalls, and routers within its scope.

This does not prevent the use of “double encrypted” connections employing cryptography at multiple layers of the network stack. Data must be encrypted before transmission.

Integrity protection ensures that any inadvertent or intentional alterations to data are detected by the recipient. Integrity protection for data in transit can be provided through the use of various protocols such as IPsec VPNs and SSL/TLS. For more information about TLS implementations, see *NIST SP 800-52 rev. 2, Guidelines for the Selection, Configuration, and Use of Transport Layer Security (TLS) Implementations*.

References: VVSG 2.0 13.4-A

1.4.6 – Documentation of the network and communications architecture

The EPB system documentation must include the network and communications architecture of any network used by any portion of the system.

Discussion

Documentation can assist with data flow analysis, proper network configuration, and architecture to properly support the system.

References: NIST SP 800-53 rev. 5 (PL-8, PM-7, SA-17); VVSG 2.0 15.4-A

1.4.7 – Secure network configuration documentation

The EPB system documentation must list security configurations and be accompanied by network security best practices according to the National Institute of Standards and Technology (NIST).

Discussion

A variety of documentation providing secure configurations for network devices is publicly available from the US government.

If outside manufacturers provide guidance and best practices, these need to be documented and used to the extent practical.

This documentation should include the use of wireless security protocols, firewalls and intrusion detection systems, and switch and/or router configuration.

References: NIST SP 800-53 rev. 5 (PL-8, PM-7, SA-17); VVSG 2.0 15.4-B

Section 1.5 – Software Design and Architecture

The EPB system or its documentation must:

- Execute on a supported operating system
- Support updates and patching
- Utilize recognized software standard(s)
- Perform client-side input validation
- Perform server-side input validation
- Document the use of third-party code or libraries
- Disable unneeded services and applications
- Document proper media sanitization

1.5.1 – Execute on a Supported Operating System

The EPB System software must execute on an operating system that is currently supported with updates and/or patches.

References: NIST SP 800-53 rev. 5 (SA-22)

1.5.2 – Support Updates and Patching

The EPB system's applications must have the ability to be updated and/or patched.

References: NIST SP 800-53 rev. 5 (SA-22)

1.5.3 – Utilize recognized software standards

Application logic must adhere to a published, credible set of coding rules, conventions, or standards (called "coding conventions") that enhance the workmanship, security, integrity, testability, and maintainability of applications.

Discussion

Coding conventions may be specified by the EAC in conjunction with voting system test labs.

The requirements to follow coding conventions serves two purposes. First, by requiring specific risk factors to be mitigated, coding conventions support integrity and maintainability of voting system logic. Second, by making the logic more transparent to a reviewer, coding conventions facilitate test lab evaluation of the logic's correctness to a level of assurance beyond that provided by operational testing.

References: NIST SP 800-53 rev. 5 (SI-2, SI-7); VVSG 2.0 2.1-C

1.5.4 – Input validation and error defense

The EPB system must:

1. monitor I/O operations;
2. validate all input against expected parameters, such as data presence, length, type, format, uniqueness, or inclusion in a set of whitelisted values;
3. report any input errors and how they were corrected; and
4. check information inputs to ensure that incomplete or invalid inputs do not lead to irreversible error.

Discussion

Input includes data from any input source: input devices (such as touch screens, keyboards, keypads, and assistive devices), networking port, data port, or file.

References: NIST SP 800-53 rev. 5 (SI-10); VVSG 2.0 2.5.2-A

1.5.5 – Escaping and encoding output

EPB system software output must be properly encoded, escaped, and sanitized.

Discussion

The output of a software module can be manipulated or abused by attackers in unexpected ways to perform malicious actions. Ensuring that outputted data is of an expected type or format assists in preventing this abuse. Additional information about this software weakness can be viewed at *MITRE CWE 116: Improper Encoding or Escaping of Output [MITRE20c]*.

References: VVSG 2.0 2.5.3-A

1.5.6 – Sanitize output

The EPB system must sanitize all output to remove or neutralize the effects of any escape characters, control signals, or scripts contained in the data which could adversely manipulate the output source.

Discussion

Output includes data to any output source: output devices (such as touch screens, LCD screens, printers, and assistive devices), networking port, data port, or file.

References: VVSG 2.0 2.5.3-B

1.5.7 – Stored injection

The EPB system must sanitize all output to files and databases to remove or neutralize the effects of any escape characters, control signals, or scripts contained in the data which could adversely manipulate the system if the stored data is read or imported at a later date by another part of the system.

Discussion

A stored injection attack saves malicious data which is harmless when stored, but which is potent when read later in a different context or when converted to a different format. For example, a malicious script might be written to a file and do no harm to the EPB system, but later be evaluated and harmful when the file is transferred and read by the voter registration system. Input should also be filtered, but sanitizing stored output provides defense in depth.

References: VVSG 2.0 2.5.3-C

1.5.8 – Third-Party Code and Libraries

The EPB system documentation must identify and list all third-party code and libraries in a way that allows users to track against CVE listings. This should include software name, version, and manufacturer.

References: NIST SP 800-53 rev. 5 (SI-2)

1.5.9 – Application allowlisting

The EPB system must only run applications that have been verified against an allowlist.

Discussion

This requirement helps ensure only authorized applications run on the EPB system.

References: NIST SP 800-53 rev. 5 (SA-8); VVSG 2.0 14.3.2-C

1.5.10 – Integrity protection for software allowlists

The EPB system must protect the integrity and authenticity of the allowlist configuration files.

Discussion

If the allowlist is improperly modified, the software allowlisting mitigation can be defeated. The most common way of providing allowlist configuration file protection could be a digital signature.

References: VVSG 2.0 14.3.2-D

1.5.11 – Documentation of media sanitization procedures

The EPB system documentation must include instructions on the proper sanitization of storage media prior to transfer or disposal of equipment.

References: NIST SP 800-53 rev. 5 (MP-6)

Section 1.6 – Logging

The EPB system must be configured to log records for:

- General system usage
- Operational maintenance activity
- Resolving system issues
- Validating system integrity
- Generating reports

1.6.1 – General system usage

The EPB system must be configured to log records of general system usage including, but not limited to:

- Account management
- User logon attempts
- Application execution

References: NIST SP 800-53 rev. 5 (AU-2, AU-3, AU-6)

1.6.2 – Operational maintenance activity

The EPB system must be configured to log records including, but not limited to:

- Software updates or patching
- System startup and shutdown
- Changes in system configuration

References: NIST SP 800-53 rev. 5 (AU-2, AU-3, AU-6)

1.6.3 – Application errors

The EPB system must be configured to log all application errors. The system documentation must contain descriptions of error codes and messages for use in troubleshooting.

References: NIST SP 800-53 rev. 5 (AU-2, AU-3, AU-6)

1.6.4 – System integrity

The EPB system must be configured to log records including, but not limited to:

- EDR alerts
- Antivirus alerts
- File integrity monitoring
- Physical tamper alerts (if applicable)

References: NIST SP 800-53 rev. 5 (AU-2, AU-3, AU-6)

1.6.5 – Report Generation

The system must be configured to log the generation of all reports.

Section 1.7 – Supply Chain Risk Management

The EPB system documentation must detail the risk assessments and controls utilized to reduce the potential for supply chain compromises. The documentation must contain:

- List of approved suppliers
- Verification of authenticity of components
- Verification of provenance of system devices

1.7.1 – List of Approved Suppliers

The EPB system documentation must include a list of approved suppliers. If the supplier goes out of business or is purchased by another company, the EPB system documentation must be updated to include current information.

References: NIST SP 800-53 rev. 5 (SR-6)

1.7.2 – Authenticity of Components

The EPB system documentation must detail controls used to determine if the system's software, firmware, hardware, or other system components are authentic and unaltered. For software or firmware, this must include hash validation procedures. For hardware, this must include details on identifying manufacturer approved hardware through checking labeling, tamper evidence, or other characteristics.

References: NIST SP 800-53 rev. 5 (SR-4, SA-19)

1.7.3 – Provenance of Devices

The system documentation must detail the origin and ownership of any software, firmware, or hardware used within the system.

References: NIST SP 800-53 rev. 5 (SR-4)

Section 2 – Accessibility and Usability Requirements

The requirements for e-poll book usability and accessibility are based on the requirements for voting systems in the VVSG 2.0. They have been adapted for e-poll books with changes in wording as well as adding to or removing sections of the original requirement.

There are three groups of requirements:

1. Core functionality for all e-poll books
2. E-poll books with audio output for either election workers or voters
3. E-poll books that support alternative languages

In some cases, new requirements have been added to the end of each group.

Section 2.1 – Core functionality

2.1.1– User-centered design process

The manufacturer must submit a report providing documentation that the system was developed following a user-centered design process.

The report must include, at a minimum:

1. A listing of user-centered design methods used;
2. the types of voters and election workers included in those methods;
3. how those methods were integrated into the overall implementation process; and
4. how the results of those methods contributed to developing the final features and design of the system.

Discussion

The goal of this requirement is to allow the manufacturer to demonstrate, through the report, the way their implementation process included user-centered design methods.

ISO-9241-210:2019 Ergonomics of human-system interaction – Part 210: Human-centered design for interactive systems provides requirements and recommendations for human-centered principles and activities throughout the life cycle of computer-based interactive systems. It includes the idea of iterative cycles of user research to understand the context of

use and user needs, creating prototypes or versions, and testing to confirm that the product meets the identified requirements.

This requirement does not specify the exact user-centered design methods to be used, or their number or timing.

The ISO group of requirements, *Software engineering – Software product quality requirements and evaluation (SQUARE) – Common Industry Format (CIF) for Usability* includes several standards that are a useful framework for reporting on user-centered design activities and usability reports:

- *ISO/IEC TR 25060:2010: General framework for usability-related information*
- *ISO/IEC 25063: 2014: Context of use description*
- *ISO/IEC 25062:2006: Usability test reports*
- *ISO/IEC 25064:2013: User needs report*
- *ISO/IEC 25066:2016: Evaluation report*

References: 2.1.36, 2.1.37, VVSG 2.0 (2.2-A), ISO-9241-210:2019, ISO/IEC TR 25060:2010, ISO/IEC 25063:2014, ISO/IEC 25062:2006, ISO/IEC 25064:2013, ISO/IEC 25066:2016

2.1.2– Vote records

All records produced by the e-poll book must have the information required to support auditing by election workers and others who can only read English.

References: VVSG 2.0 (5.1-C), WCAG 2.0, and Section 508

2.1.3– Accessibility documentation

As part of the overall system documentation, the manufacturer must include descriptions and instructions for all accessibility features that describe:

- Recommended procedures for supporting the use of the system by voters with disabilities
- How the e-poll book system supports those procedures

Discussion

The purpose of this requirement is for the manufacturer not simply to deliver system components, but also to describe the accessibility scenarios they are intended to support, so that election offices have the information they need to effectively make accessibility features available to voters with disabilities.

References: VVSG 2.0 (5.1-F), WCAG 2.0, and Section 508

2.1.4 – Sound cues

Sound and visual cues must be coordinated so that sound cues are accompanied by visual cues.

Discussion

The equipment might beep if the election worker or voter makes an error. If so, there has to be an equivalent visual cue, such as the appearance of an icon or blinking element.

Audio output also supports non-written languages, voters with low literacy, or voters with low vision.

References: VVSG 2.0 (5.2-E), WCAG 2.0, and Section 508

2.1.5 – Reset to default settings

If the adjustable settings of an e-poll book have been changed by the election worker, the system must automatically reset to the default setting when the election worker signs out.

Discussion

This ensures that the system presents the same initial appearance to each election worker.

This requirement covers all settings that can be adjusted, including font size, color, contrast, audio volume, rate of speech, turning on or off audio or video, and enabling alternative input devices.

References: VVSG 2.0 (7.1-A)

2.1.6 – Reset by election worker

There must be a way for the election worker to restore the default settings while preserving the current state of any transaction or activity that the election worker is engaged in.

Discussion

This requirement allows a voter or election worker who has adjusted the system to an undesirable state to reset all settings with the information presented to the voter including any data already entered.

References: VVSG 2.0 (7.1-B)

2.1.7 – Default contrast

The default contrast ration must be at least 10:1 for all elements that visually convey information such as text, controls, and infographics or icons.

1. For electronic displays for voters and election workers, this is measured as a luminosity contrast ratio between the foreground and background colors of at least 10:1.
2. For paper records, the contrast ratio will be at least 10:1 as measured based on ambient lighting of at least 300 lx.

Discussion

This applies to information such as voter names or informational icons identifying election worker selections or other information.

Purely decorative elements that do not communicate meaning do not have to meet this requirement.

A 10:1 luminosity contrast ratio provides enough difference between the text and background to enable people with most color vision deficiencies to read the screen. This is higher than the highest contrast requirements of 7:1 in WCAG 2.0 Checkpoint 1.4.6 (Level AAA) to accommodate a wider range of visual disabilities. There are many free tools available to test color luminosity contrast using the WCAG 2.0 algorithm.

References: VVSG 2.0 (7.1-C), WCAG 2.0, and Section 508

2.1.8 – Contrast options

The e-poll book must provide options for high and low contrast displays, including the alternative display contrast options as listed below:

1. A high contrast option with a white background and dark text, with a luminosity contrast ratio of at least 20:1.
2. A high contrast option with a black background (between #000000 and #111111) and one of the following foreground options, including:
 - a. yellow text similar to #FFFF00, providing a contrast ratio of at least 17.5:1,
 - b. cyan text similar to #00FFFF, providing a contrast ratio of at least 15:1, and
 - c. white text similar to #FAFAFA, providing a contrast ratio of at least 18:1.
3. A low contrast option, providing a contrast ratio in the range of 4.5:1 to 8:1.

Discussion

This requirement for options for the overall display contrast ensures that there is an option for the visual presentation for people whose vision requires either high or low contrast.

High and low contrast options apply to the entire screen, including decorative elements.

Examples of color combinations for low contrast options include:

- brown text similar to #BB9966 on a black background,
- black text on a background with text similar to #BB9966,
- grey text similar to #6C6C6C on a white background,
- grey/brown text similar to #97967E on a black background, and
- grey text similar to #898989 on a dark background similar to #222222

References: VVSG 2.0 (7.1-D), WCAG 2.0, and Section 508

2.1.9 – Color conventions

The use of color by the e-poll book must follow these common conventions:

1. Green, blue, or white is used for general information or as a normal status indicator;
2. Amber or yellow is used to indicate warnings or a marginal status;
3. Red is used to indicate error conditions or a problem requiring immediate attention.

References: VVSG 2.0 (7.1-E)

2.1.10 – Using color

Color coding must not be used as the only means of communicating information, indicating an action, prompting a response, distinguishing a visual element, or providing feedback on system actions or selections.

Discussion

While color can be used for emphasis, some other non-color design element is also needed. This could include shape, lines, words, text, or style. For example, an icon for “stop” can be red enclosed in an octagon shape. Or a background color can be combined with a bounding outline and a label to group elements on the screen.

References: VVSG 2.0 (7.1-F)

2.1.11 – Text size (electronic display)

An e-poll book’s electronic display for check-in screens must be capable of showing all information in a range of selectable text sizes, with a default text size at least 4.8 mm (based on the height of the uppercase I), allowing the text to both increase and decrease in size.

The e-poll book may meet this requirement in one of the following ways:

1. Provide continuous scaling with a minimum increment of 0.5 mm that covers the full range of text sizes from 3.5 mm to 9.0 mm.
2. Provide at least four discrete text sizes, in which the main options fall within one of these ranges:
 - a. 3.5-4.2 mm (10-12 points)
 - b. 4.8-5.6 mm (14-16 points)
 - c. 6.4-7.1 mm (18-20 points)
 - d. 8.5-9.0 mm (24-25 points)

Discussion

The sizes are minimums. These ranges are not meant to limit the text on the screen to a single size. The text can fall in several of these text sizes. For example, primary instructions might be in the 4.8-5.6 mm range, secondary information in the 3.5-4.2 mm range, and titles or button labels in the 6.4-7.1 mm range.

References: VVSG 2.0 (7.1-G), WCAG 2.0, Section 508

2.1.12 – Text size (paper)

If the e-poll book provides printed materials to the voter, they must have a font size of at least 3.5 mm (10 points).

Discussion

Although the system can be capable of printing in several font sizes, local or state laws and regulations can also govern the use of various font sizes.

If the system includes a large-print display option, a good range for the text size is 6.4-7.1 mm matching the size in 2.1.11 – *Text size (electronic display)*.

References: VVSG 2.0 (7.1-I), WCAG 2.0, Section 508

2.1.13 – Scaling and zooming

When the text size is changed, all other information in the interface, including informational icons, screen titles, buttons, and entry fields, must change size to maintain a consistent relationship to the size of the text. Informational elements in the interface do not have to be scaled beyond the size of the text.

1. When the text is enlarged up to 200% (or 7.1 mm text size), the layout must adjust so that there is no horizontal scrolling or panning of the screen.

Discussion

The intention of this requirement is that all of the informational elements of the interface change size in response to the text size. However, some interface designs include elements that are already large enough that making them larger would distort the layout. In this case, this does not require those elements to grow proportionately beyond the size of the text.

Techniques for managing scaling and zooming an electronic interface while adjusting the layout to fit the new size are sometimes called responsive design or responsive programming.

This requirement does not preclude novel approaches to on-screen magnification such as a zoom lens showing an enlarged view of part of the screen (as long as it meets the requirements for the operability of the controls).

References: VVSG 2.0 (7.1-H), WCAG 2.0

2.1.14 – Toggle keys

The status of all locking or toggle controls or keys (such as the “shift” key) for the e-poll book that are available to the election worker or voter must be visually discernable, and discernable through either touch or sound.

Discussion

This applies to any physical controls or keys that have a locking or toggle function.

References: VVSG 2.0 (7.1-O), WCAG 2.0, Section 508

2.1.15 – Identifying controls

Buttons and controls used to operate the e-poll book must be distinguishable by both shape and color for visual and tactile perception.

Well-known arrangements or groups of keys may be used only for their primary purpose. For example, a full alphabetic keyboard may be used for entering text in a form, or navigation keys on the keyboard may be used by election workers.

Discussion

This applies to buttons and controls implemented either on-screen or in hardware. For on-screen controls, shape includes the label on the button. Redundant cues help those with low vision. They also help individuals who have difficulty reading the text on the screen, those who are blind but have some residual vision, and those who use the controls on a system because of limited dexterity. While this requirement primarily focuses on those with low vision, features such as tactile controls and on-screen controls intended to primarily address one kind of disability often assist others as well. The Trace Center's EZ Access design is an example of button functions distinguishable by both shape and color.

Some examples are:

- Color can be helpful to make different sets of functions visually distinct: groups of buttons can share a color, such as volume up/down.
- Tactile perception requires different shapes, so that finding a control does not rely solely on the layout: all the shapes cannot be squares, but two or four triangles can be used if they point in different directions.
- As a group of well-known keys, a full alphabetic keyboard is acceptable for entering information, but individual keys cannot be used for navigation or selection. Using these keys for functions would require an election worker or voter to see the visual labels or know the arrangement for those functions.

References: VVSG 2.0 (7.1-P), WCAG 2.0, Section 508

2.1.16 – Display and interaction options

The e-poll book must provide at least a visual format with enhanced visual options, supporting full functionality under all visual options.

Discussion

Full functionality includes at least instructions and feedback regarding:

- how to use accessibility features and settings;
- changes in the display format or control options
- navigating the screen
- activating options
- confirming choices

References: VVSG 2.0 (7.2-A), WCAG 2.0, Section 508

2.1.17 – Scrolling

If the amount of information that needs to be shown means that it does not fit on a single screen using the election worker’s visual display preferences, the e-poll book must provide a way to view all of the information.

1. The e-poll book may display the information by:
 - a. Pagination – dividing the list of voters or other information into “chunks,” each filling one screen and providing ways for the election worker to navigate among the different chunks, or
 - b. Scrolling – keeping all of the content on a single long display and providing controls that allow the election worker to scroll continuously through the content.
2. For either display method, the interface must:
 - a. Have a fixed header or footer that does not disappear, so election workers always have access to navigation elements.
 - b. Include easily perceivable cues in every display format to indicate that there is more information available.

Discussion

The ability to scroll through long lists of information on a single logical page can be particularly important when an election worker selects larger text.

Information elements that need not scroll might include instructions and general controls including preference settings or navigation controls.

A scrolling interface that meets this requirement offers election workers a combination of easily perceivable controls or gestures to navigate through long lists or other lengthy content. For example:

- Navigation does not rely on knowledge of any particular computer platform or interface standard.
- Navigation does not only rely on conventional platform scroll bars, which operate differently on two of the major commercial computer platforms.
- Controls have visible labels that include words or symbols.
- Controls are located in the election worker’s visual viewing area at the bottom (or top) of the

scrolling area, for example in the center of a column of names or a paragraph of text. This is especially helpful for people with low digital or reading literacy.

References: VVSG 2.0 (7.2-D), WCAG 2.0, Section 508

2.1.18 – Touch screen gestures

E-poll books may use touch screen gestures (physical movements by the user while in contact with the screen to activate controls) in the interface if the following conditions are met:

1. Gestures are offered as another way of interacting with a touch screen and an optional alternative to the other touch interactions.
2. Gestures work consistently.
3. Gestures are used in a way that does not create accidental activation of an action through an unintended gesture.
4. Gestures are limited to simple, well-known gestures.
5. Gestures do not require sequential, times, or simultaneous actions.

Discussion

In relying on simple and common gestures, this requirement does not intend to fully duplicate the gestures for commercial mobile platforms used with an audio format for accessibility.

Tapping (touching the screen briefly) is the most basic gesture and is used on all touch screens.

Other commonly used gestures include:

- Pinching or spreading fingers to zoom,
- swiping to scroll, and
- pressing and holding to drag.

Examples of gestures that require sequential or simultaneous actions are double-tapping, 2, 3, or 4 finger swiping, touch and hold for a set period of time, or those that require coordinated actions with fingers on both hands. On desktop systems, assistive preference options like Sticky Keys can make these complex gestures accessible, but they require familiarity beyond what is acceptable in an e-poll book system.

Examples of times gestures include differentiating between long and short touches, or which require touching twice in rapid succession to highlight and then activate a button or selection.

References: VVSG 2.0 (7.2-E)

2.1.19 – Accidental activation

Both on-screen and physical controls on the e-poll book must be designed to prevent accidental activation.

Discussion

There are at least two kinds of accidental activation:

- When a control is activated to execute an action as it is being “explored” by the user because the control is overly sensitive to touch.
- When a control is in a location where it can easily be activated unintentionally. For example, when a button is in the very bottom left corner of the screen where a user might hold the unit for support.

The draft for WCAG 2.1, the next version of WCAG 2.0, includes a similar requirement and offers guidelines for preventing accidental activation including that the activation be on the release of the control (an “up-event”) or equivalent, or that the system provides an opportunity to confirm the action.

References: VVSG 2.0 (7.2-H), WCAG 2.1

2.1.20 – Touch area size

If the e-poll book has a touch screen, the touch target areas must:

1. Be at least 12.7 mm (0.5 inches) in both vertical and horizontal dimensions;
2. be at least 2.54 mm (0.1 inches) away from adjacent touch areas; and
3. not overlap another touch area.

Discussion

The requirements for touch size areas are larger than commercial standards for mobile devices:

- to ensure that the touch areas are large enough for users with unsteady hands;
- to ensure that systems allow full adjustment to the most comfortable posture; and
- to allow for touch screens that do not include advanced algorithms to detect the center point of a touch.

The required marking area size is within the sizes suggested in the draft WCAG 2.1 for target areas that accept a touch action.

An MIT Touch Lab study of [Human Fingertips to Investigate the Mechanics of Tactile Sense](#) found that the average human finger pad is 10-14 mm and the average fingertip is 8-10 mm.

References: VVSG 2.0 (7.2-I), WCAG 2.1

2.1.21 – Key operability

Physical keys, controls, and other manual operations on the system must be operable with one hand and not require tight grasping, pinching, or twisting of the wrist. The force required to activate controls and keys must be no greater than 5 lbs. (22.2 N).

Discussion

Users can operate controls without excessive force. This includes operations such as inserting a smart card or swiping magnetic stripe cards.

This does not apply to on-screen controls.

References: VVSG 2.0 (7.2-K), WCAG 2.0, Section 508

2.1.22 – Bodily contact

The e-poll book controls must not require direct bodily contact or for the body to be part of any electrical circuit. If some form of contact is required, a stylus or other device with built-in permanent tips will be supplied to activate capacitive touch screens.

Discussion

This requirement ensures that controls and touch screens can be used by individuals using prosthetic devices or that it is possible to use a stylus on touch screens for either greater accuracy or limited dexterity input.

One type of touch screen – capacitive touch panels – rely on the user’s body to complete the circuit. They can be used if manufacturers supply a stylus or other device that activates the capacitive screen.

References: VVSG 2.0 (7.2-L), WCAG 2.0, Section 508

2.1.23 – No repetitive action

E-poll book keys or controls must not have a repetitive effect when they are held in an active position.

Discussion

This is to preclude accidental activation. For instance, if a user is typing a name, depressing and holding the “e” key results in only a single “e” added to the name.

References: VVSG 2.0 (7.2-M), WCAG 2.0, Section 508

2.1.24 – System response time

The e-poll book must complete a visual response or display in no more than 1 second or displays an indicator that a response is still being prepared.

Discussion

This is to allow the user to quickly perceive that an action has been detected by the system and is being processed. The user never gets the sense of dealing with an unresponsive or “dead” system.

References: VVSG 2.0 (7.2-N)

2.1.25 – System-related errors

The e-poll book must help election workers complete their duties accurately and effectively, ensuring that the features of the system do not lead to election workers making errors.

Discussion

This requirement is meant to encourage innovation in meeting usability principles while ensuring that any new design features not hinder election workers in understanding and completing their duties effectively.

References: VVSG 2.0 (7.3-A)

2.1.26 – Feedback

The e-poll book must provide unambiguous feedback confirming each election worker action.

References: VVSG 2.0 (7.3-E)

2.1.27 – Warnings, alerts, and instructions

Warning, alerts, and instructions issued by the e-poll book must be distinguishable from other information.

1. Warnings and alerts must clearly state, in plain language:
 - a. The nature of the issue or problem,
 - b. whether the election worker has performed or attempted an invalid operation or whether the e-poll book itself has malfunctioned in some way, and
 - c. the responses available to the election worker.
2. Each step in an instruction or item in a list of instructions must be separated:
 - a. Spatially in visual formats, and
 - b. with a noticeable pause in audio formats.

Discussion

For instance, “Do you need more time? Select ‘Yes’ or ‘No’.” rather than “System detects imminent timeout condition.” In case of an equipment failure, the only action available to the voter might be to get assistance from an election worker.

References: VVSG 2.0 (7.3-K), WCAG 2.0, Section 508

2.1.28 – Icon labels

When an icon label is used in the electronic interface to convey information, indicate an action, or prompt a response, it must be accompanied by a corresponding label that uses text.

Discussion

While icons can be used for emphasis when communicating with a user, they are not to be the

only means by which information is conveyed since there is no widely accepted “iconic” language, and therefore, not all users might understand a given icon.

References: VVSG 2.0 (7.3-L), ADA Standards for Accessible Design (Chapter 7)

2.1.29 – Instructions for election workers

The e-poll book must include clear, complete, and detailed instructions and messages for setup, check-in, shutdown, and how to use accessibility features.

1. The documentation required for normal operation must be:
 - a. Presented at a level appropriate for election workers who are not experts in e-poll books and computer technology, and
 - b. in a format suitable for use in the polling place.
2. Printed procedural instructions, and on-screen instructions and messages must enable the election workers to verify that the e-poll book:
 - a. Has been setup correctly (setup),
 - b. is in correct working order to check-in voters (polling), and
 - c. has been shut down correctly (shutdown).

Discussion

This requirement covers documentation for those aspects of system operation normally performed by election workers and other “non-expert” operators. It does not address inherently complex operations such as device configuration. The instructions are usually in the form of a written manual, but can also be presented on other media, such as a DVD or video. In the context of this requirements, “message” means information delivered by the system to the election workers as they attempt to perform setup, polling, or shutdown operations.

For instance, the documentation should not presuppose familiarity with personal computers. A single large reference manual that simply presents details of all possible operations would be difficult to use, unless accompanied by aids such as a simple “how-to” guide.

It is especially important that election workers and other non-expert workers know how to set up accessibility features which are not used frequently.

Overall, election workers should not have to guess whether a system has been setup correctly. The documentation should make it clear what the system “looks like” when correctly configured.

References: VVSG 2.0 (7.3-O)

2.1.30 – Plain language

Information and instructions for voters and election workers must be written clearly, following the best practices for plain language. This includes messages generated by the e-poll book for election workers in support of the operation, maintenance, or safety of the system.

Discussion

The plain language requirements apply to instructions that are inherent to the e-poll book system or that are generated by default.

Any legally required text is an exception to this plain language requirement.

Plain language best practices are guidelines for achieving clear communications and include:

- Using familiar, common words and avoiding technical or specialized words that election workers are unlikely to understand. For example, “There is additional information on the other side” rather than “Additional information is presented on the reverse.”
- Issuing instructions on the correct way to perform actions, rather than telling election worker what not to do. For example, “Select a voter to strike them off” rather than “If the voter is not selected, they will not be stricken.”
- Addressing the election worker directly rather than using passive voice when giving instructions. For example: “Insert activation card” rather than “the activation card must be inserted.”
- Stating a limiting condition first, followed by the action to be performed when an instruction is based on a condition. For example: “In order to select a voter, do X”, rather than “Do X, in order to select a voter.”
- Avoiding the use of gender-based pronouns. For example: “Select the voter directly on the tablet” rather than “Select his name directly on the tablet.”

References: VVSG 2.0 (7.3-P)

2.1.31 – Electronic display screens

If the e-poll book uses an electronic display screen, the display must have the following characteristics:

1. For all electronic display screens:
 - a. Antiglare screen surface that shows no distinct virtual image of a light source or a means of physically shielding the display from such reflections, and
 - b. Minimum uniform diffuse ambient contrast ratio for 500 lx luminance : 10 :1.
2. If the display is the primary visual interface for e-poll book functions:
 - a. minimum display resolution: 1920 x 1080 pixels.

Discussion

This requirement does not apply to non-primary display screens such as those used by peripheral devices such as printers or signature pads.

References: VVSG 2.0 (8.1-A), WCAG 2.0, Section 508

2.1.32 – Flashing

If the e-poll book emits light in flashes, there must be no more than three flashes in any one-second period.

References: VVSG 2.0 (8.1-B), WCAG 2.0, Section 508

2.1.33 – Secondary ID and biometrics

If the e-poll book uses biometric measures for identifying or authenticating election workers, it must provide an alternative that does not depend on the same biometric capabilities.

Discussion

For example, if fingerprints are used for identification, another mechanism will be provided for users without usable fingerprints.

References: VVSG 2.0 (8.1-D), WCAG 2.0, Section 508

2.1.34 – Eliminating hazards

The e-poll book and all associated devices must be certified in accordance with the requirements of *IEC/UL 62368-1, Edition 3: Standard for Audio/video, Information and Communication Technology Equipment – Part 1: Safety Requirements* by a certification organization accredited by the Department of Labor, Occupational Safety and Health Administration's Nationally Recognized Testing Laboratory program.

The certification organization's scope of accreditation is acceptable if it includes *IEC/UL 62368-1*.

Discussion

IEC/UL 62368-1 is a comprehensive standard for IT equipment.

References: VVSG 2.0 (8.1-K), IEC/UL 62368-1

2.1.35 – Federal standards for accessibility

E-poll books and their software must meet federal standards for accessibility, including the version of *Section 508 Information and Communication Technology (ICT) Final Standards and Guidelines*, in effect as of January 18, 2018, and the *WCAG 2.0 Level AA checkpoints* included in that standard.

Discussion

Section 508 standards apply to electronic and information technology, including computer hardware and software, websites, multimedia, and other technology such as video, phone systems, and copiers. This requirement also supports the ADA.

References: VVSG 2.0 (8.2-A), WCAG 2.0, Section 508

2.1.36 – Usability testing with voters

The manufacturer must conduct usability tests on the e-poll book system with voters using the system to complete any actions to be taken by voters.

1. The tests must include checking-in participant voters who represent the following:
 - a. General population
 - b. Voters who are native speakers of the language being tested or for each language defined as being supported in the manufacturer's documentation
 - c. Blind voters
 - d. Voters with low vision
 - e. Voters with limited dexterity
2. The manufacturer must submit a report of the results of their usability tests, including effectiveness, efficiency, and satisfaction measures, as part of their documentation using ISO/IEC 25062:2006: Common Industry Format (CIF) for usability test reports.

Discussion

E-poll book system developers are required to conduct realistic usability tests on their product before submitting the system to conformance testing. This is to ensure that the user-centered design process required for quality implementation has produced a usable and accessible system.

References: VVSG 2.0 (8.3-A), ISO/IEC 25062:2006: Common Industry Format (CIF) for Usability Test Reports

2.1.37 – Usability testing with election workers

The manufacturer must conduct usability tests of the e-poll book setup, operation during voting, and shutdown as documented by the manufacturer, with representative election workers, to demonstrate that election workers can learn, understand, and perform these tasks successfully.

The test must include handling all variations in voter check-in conditions and other tasks for election workers using the e-poll book at a voting location, including:

1. Setup and opening for polling
2. Operation during voting
3. Use of assistive technology or language options that are part of the system
4. Shutdown at the end of a voting day during a multi-day early voting period, if supported by the e-poll book
5. Setting up the e-poll book to use different display formats and interaction modes.

The test participants must include election workers representing a range of experience.

The manufacturer must submit a report of the results of their usability tests as part of their documentation using ISO/IEC 25062:2006: Common Industry Format (CIF) for Usability Test Reports.

Discussion

In the usability testing plan from the 2016 report *Usability testing for e-pollbooks: A test protocol* outlines a method for efficiently testing an e-poll book using scenarios for checking in voters that cover variations in this task. The same scenarios can be adapted for usability testing with voters in 1.36 – *Usability testing with voters*.

The report, *Checklists for usability and accessibility of electronic pollbooks*, includes checks for a heuristic review of the poll worker interface.

References: VVSG 2.0 (8.4-A), ISO/IEC 25062:2006: Common Industry Format (CIF) for Usability Test Reports

2.1.38 – Physical manipulation

The check-in steps of the e-poll book must allow for assistance from the election worker if the voter needs to manipulate or use any aspect of the e-poll book, including attached devices.

Section 2.2 – Requirements for e-poll books supporting audio

2.2.1 – Information in all modes

Instructions, warnings, and messages must be presented to election workers in the display formats and interaction modes supported by the system.

Discussion

For audio mode, this requirement can be met with audio that includes cues to help users know what to expect. For example, announcing the number of voters in the list makes it easier to jump from one item to another without waiting for the audio to complete. Audio cues can also ensure the election worker is aware of notifications or error conditions.

References: VVSG 2.0 (5.2-C), WCAG 2.0, Section 508

2.2.2 – Audio synchronized

The e-poll book must provide the option for synchronized audio output to convey the same information that is displayed visually to the election worker or voter.

Discussion

This requirement covers all information, including information entered by an election worker or voter unless the information is not easily readable, such as a voter's signature.

This requirement applies to any audio output, whether it is recorded or generated as text-to-speech.

Any differences between audio and visual information are for functional purposes only, with variations only based on differences in the display format and interaction mode, especially for instructions.

This feature can assist voters with cognitive disabilities.

References: VVSG 2.0 (5.2-D), WCAG 2.0, Section 508

2.2.3 – Audio settings

The e-poll book’s audio format interface must meet the following requirements:

1. The settings for volume and rate of speech are followed regardless of the technical means of producing audio output.
2. The default volume for each election worker’s log-in session is set between 60 and 70 dB SPL.
3. The volume is adjustable from a minimum of 20 dB SPL up to a maximum of 100dB SPL, in increments no greater than 10dB.
4. The rate of speech is adjustable throughout a voter check-in transaction while preserving the current state, with 6 to 8 discrete steps in the rate.
5. The default rate of speech is 120 to 125 words per minute (wpm).
6. The range of speech rates supported is from 60-70 wpm to 240-250 wpm (or 50% to 200% of the default rate), with no distortion.
7. Adjusting the rate of speech does not affect the pitch of the voice.

Discussion

The top speech rate is slower than some audio users prefer for narrative reading to ensure that names are pronounced clearly and distinctively.

Note that the calculation of rate of speech can vary based on the length of the words in the sample, so requirements are stated as a small range.

Speech rates as slow as 50 wpm and as fast as 300 wpm can be included if this can be done without distortion or flanging.

This requirement is intended to be tested using “real ear” measurements, not simply measurements at the point of the audio source.

According to an explanation written by the Trace Center, 60dB SPL is the volume of ordinary conversation.

FCC regulations for hearing aids, *47 CFR Parts 20 and 68: Hearing Aid Standard*, includes useful information about how to test audio volume and quality.

References: VVSG 2.0 (7.1-K), WCAG 2.0, Section 508

2.2.4 – Speech frequencies

The e-poll book’s audio format interface must be able to reproduce frequencies over the audible speech range of 315 Hz to 10 KHz.

Discussion

The required frequencies include the range of normal human speech. This allows the reproduced speech to sound natural.

This is not a requirement for the capability of the system so that it is possible to create intelligible audio.

References: VVSG 2.0 (7.1-L), WCAG 2.0, Section 508

2.2.5 – Audio comprehension

The e-poll book’s audio format interface must be capable of presenting audio content so that it is comprehensible to people who have normal hearing and are proficient in the language with:

1. Proper enunciation, normal intonation, accurate pronunciation in the context of the information, and the capability to pronounce voter names as intended;
2. low background noise; and
3. recording or reproduction in dual-mono, with the same audio information in both ears.

Discussion

This requirement covers both recorded and synthetic speech. It applies to those aspects of the audio content that are inherent to the system or that are generated by default. To the extent that election officials determine the audio presentation, it is beyond the scope of this requirement.

Support for non-written languages and low literacy includes audio output that is usable by voters who can see the screen.

The International Telecommunications Union (ITU) provides a set of freely available test signals for testing audio quality in *Rec. ITU-T P.50 Appendix I*.

References: VVSG 2.0 (7.1-M), WCAG 2.0, Section 508, ITU-T (P.50 Appendix I)

2.2.6 – Audio control

The e-poll book must allow the election worker to control the audio format either through custom controls or using the platform or device controls, including:

1. Pausing and resuming the audio; and
2. repeating any information.

Discussion

These features can also be useful for users with cognitive disabilities.

References: VVSG 2.0 (7.2-G)

2.2.7 – Standard audio connectors

If audio output is supported by the system, the e-poll book hardware platform must provide its audio signal for the audio format interface through an industry standard connector using a 3.5 mm (1/8 inch) stereo headphone jack to allow voters and election workers to use their own audio assistive devices for private listening.

References: VVSG 2.0 (8.1-E)

Section 2.3 – Requirements for e-poll books supporting additional languages

2.3.1 – Languages

The e-poll book must be capable of displaying and printing all the information contained in the e-poll book and e-poll book instructions in all languages the manufacturer has declared the system supports, in visual formats, and in audio formats for e-pollbooks that support audio formats.

Discussion

Both written and unwritten languages are within the scope of this requirement.

The system will be tested in all languages that the manufacturer claims it is capable of supporting.

References: VVSG 2.0 (5.1-B), Voting Rights Act

2.3.2 – Presenting content in all languages

All information that is presented to the election worker and information presented to the voter in English must also be capable of being presented in all other languages that are supported, whether the language is in visual or audio format (for e-poll books that include audio). This includes instructions, warnings, and messages.

Discussion

It is not sufficient simply to present options in an alternative language. All of the supporting information election workers or voters need to complete their tasks is also covered in this requirement.

References: VVSG 2.0 (5.1-B), Voting Rights Act

2.3.3 – Language selections

It must be possible to select languages separately for the election worker screens and for screens or information presented to the voter.

1. Changing the language for the election worker must not cause any language changes in the e-poll book interface or attached devices that are viewed by voters.
2. Changing the language used for any voter-facing interface of the e-poll book or by attached devices must not cause any language changes to the interface used by election workers.

Discussion

It is possible for an election worker to use a translator or other assistance while helping a voter check-in. Additionally, a voter may understand an election worker's instructions but feel more comfortable with written instructions requiring a signature to be provided in their native language.

References: VVSG 2.0 (5.1-B), Voting Rights Act

DRAFT



United States Election Assistance Commission
633 3rd St. NW, Suite 200
Washington, DC 20001
www.eac.gov

Voting System Testing and Certification

VVSG Lifecycle Policy

Contents

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1. Introduction

- 1.1. **Introduction:** In late 2002, Congress passed the Help America Vote Act of 2002 (HAVA), which created the U.S. Election Assistance Commission (EAC) and vested it with the responsibility of setting voting system standards and for providing for the testing and certification of voting systems. This mandate represented the first time the Federal government provided for the voluntary testing, certification, and decertification of voting systems nationwide. In response to this HAVA requirement, the EAC has developed the Voting System Testing and Certification Program (Program).
- 1.2. **Authority.** HAVA requires that the EAC certify and decertify voting systems. Section 231(a)(1) of HAVA specifically requires the EAC to "... provide for the certification, decertification and re-certification of voting system hardware and software by accredited laboratories." The EAC has the sole authority to grant certification or withdraw certification at the federal level, including the authority to grant, maintain, extend, suspend, and withdraw the right to retain or use any certificates, marks, or other indicators of certification.
- 1.3. **Scope.** This document provides the Voluntary Voting System Guidelines (VVSG) lifecycle policy. Participation in the program is voluntary, but if voting system manufacturers decide to participate then they and their products will be subject to the VVSG lifecycle policy. This document supersedes any previous policy from the EAC concerning VVSG lifecycles.
- 1.4. **Purpose.** The intent of this policy is to help facilitate migration to revised VVSG standards by providing guidance on deprecation of obsolete standards and establishing consistent periodic review, update, and versioning of future standards.
- 1.5. **Feedback:** The EAC will engage voting system manufacturers and Voting System Test Laboratory (VSTL)s when implementing revised VVSG standards, beginning with informing them of the differences between VVSG versions, obtaining information about practical implementation timelines for the new standard, and to address questions or concerns they may have.

2. VVSG Version Convention

- 2.1. **Types of Version Change:** This section defines major and minor standard changes. After consultation with stakeholders and a proposed VVSG update has been drafted, the EAC will determine whether a version change is major or minor.
- 2.2. **Major Version Changes:** Major changes to the VVSG will cause the primary number to increment by one and the secondary number to reset to zero. For instance, the new version number for VVSG 2.0 with major changes would be VVSG 3.0. In general, major version changes will require new hardware or other upgrades that render equipment certified under the prior major version to become obsolete.
- 2.3. **Minor Version Changes:** Minor changes to the VVSG will cause the secondary number to increment by one. For instance, the new version number for VVSG 2.0 with minor changes

would be VVSG 2.1. In general, minor version changes will not require new hardware or other upgrades that render equipment certified under the same major version to become obsolete.

- 2.4. **Voting System Test Laboratory (VSTL) Accreditation:** The need for lab accreditation will be based on consultation between the EAC and National Institute of Standards and Technology (NIST) National Voluntary Laboratory Accreditation Program (NVLAP), and metrics such as a change in core or non-core competencies, required skills, or any other criteria deemed necessary by the EAC that are the result of the standard update.

Major VVSG version changes may require VSTL accreditation for that change and minor VVSG version changes will not require VSTL accreditation for that change.

3. VVSG Standard Deprecation

- 3.1. **Overview:** Avoiding the certification of voting systems to obsolete standards is a key element in the transition to new and updated VVSG standards. Manufacturers submitting new systems must submit them to the most recently adopted and implemented VVSG version. Updated VVSG versions must move forward while not stranding users of systems certified to older VVSG versions from being able to receive critical updates.
- 3.2. **Deprecation Definition:** For the purposes of this policy, deprecation means the testing to a standard will be discontinued, outside of certain conditions detailed below. Deprecation is not the same as decertification. Fielded voting systems that are certified to any VVSG standard will not be decertified by the EAC based solely on the standard it was certified to. Decertification of voting systems can only take place following the process detailed in the EAC Testing and Certification Program Manual.
- 3.3. **Previous VVSG Version Deprecation:** Once there is a path to certification of voting system equipment to a new major revision to the VVSG with at least one VSTL accredited to test, then obsolete major VVSG versions will be deprecated 12 months after the date of that accreditation. Once obsolete standards are deprecated, manufacturers will be required to submit voting systems to the latest VVSG standard. In certain limited circumstances, changes may be made to voting systems certified to deprecated versions.

Deprecation of a VVSG standard does not affect the EAC certification of systems to the deprecated standard. Those systems shall maintain their status and jurisdictions may continue to acquire these as EAC certified systems.

- 3.4. **Maintenance of Systems certified to deprecated standards:** To address the subject of maintenance of fielded systems, changes to systems certified to a deprecated standard will be accepted within a narrow definition. These changes may be requested through application for a system modification or as an engineering change order for qualifying requests.
 - 3.4.1. A change to a system certified to a deprecated standard must be in one or more of the following categories:

- 3.4.1.1. **Security update.** Software patches or hardware mitigations to address known security vulnerabilities and exploits. Software patches may include code authored by voting system manufacturers.
- 3.4.1.2. **Bug fix.** Fixes to correct anomalies reported to and approved by the EAC. Examples include critical functional discrepancies or issues that are part of an EAC certified system. Enhancements are not considered a fix.
- 3.4.1.3. **COTS replacement.** Replacement of commercial-off-the-shelf equipment that has reached end-of-life. Any significant changes to specifications or functionality in the replacement are discouraged and must be evaluated and approved by the Testing and Certification Program Director and a VSTL.
- 3.4.1.4. **Jurisdictional rule change.** Changes that are legally required in a jurisdiction already fielding the system due to some form of change in statute, rule, directive, or other publication that places requirements on a jurisdiction. This type of change must be supported by a chief election official, electoral board, or certification body where this system is state certified or fielded.
- 3.4.1.5. **Updating and adding new components compliant to the current VVSG standard.** Changes to one or more components outside of 3.4.1.1 through 3.4.4.4 may be permitted provided the proposed changes meet the most current VVSG standard. This may include changes to components necessary to integrate new software, firmware, and hardware (devices) into the system. In this instance, the overall system certification would be to the system's baseline (deprecated) standard.
- 3.4.2. **Modifications outside these categories will not be accepted.** Voting systems that feature changes that are outside these categories will only be accepted for testing and certification to a non-deprecated version. When a manufacturer applies for a modification to a voting system that is certified to a deprecated standard, they must clearly state under which category they are applying and must supply supporting documentation for this claim.
- 3.4.3. EAC staff will make the determination on acceptance of modifications to maintenance systems to deprecated standards and will communicate the decision to the manufacturer and appropriate voting system test laboratory. This decision will be posted on the EAC website. Decisions will be made within five business days of receiving all necessary supporting documentation. Manufacturers are encouraged to contact the EAC in advance of applying for voting system testing for a modification to get a non-binding opinion on whether a modification would be considered in any of the categories enumerated in section 3.4.1 of this policy. Non-binding decisions will be provided to the manufacturer in writing within five business days.

4. VVSG Review and Update Process

- 4.1. **Overview:** More frequent iteration of standards is the result of a continuous improvement process that closely matches modern agile software and hardware development cycles. All

updates to the VVSG will adhere to the established practice of public review and comment, agency review and comment, and consideration by the commissioners, as described in HAVA.

- 4.2. **Timeline:** There will be a 12-month cycle for each review for revisions to the VVSG. It is understood that the time taken to complete the review and update process will vary due to several factors, including but not limited to number of changes proposed, number of comments received from stakeholders and the public, complexity of changes, and time taken to develop requirements and test assertions.
- 4.3. **Scope:** Updates to the standards during this cycle may incorporate items such as requests for interpretation, notices of clarification, errata, and other administrative changes. Additionally, requirements may be added or adjusted to support more voting system functions or other updates to accommodate new technologies or standards. Stakeholders are encouraged to submit proposed changes as part of the VVSG review process.
- 4.4. **VVSG Review:** The EAC Testing and Certification Program will engage with the Technical Guidelines Development Committee (TGDC), the Standards Board, and the Board of Advisors annually to identify and propose changes to the VVSG including adding requirements, modifying existing guidelines and requirements, and rolling in Requests for Interpretation, Notices of Clarification, or other clarifying information from the program. An annual 90-day period of public comment will allow all stakeholders to submit comments to the EAC. Public comments will be posted on the EAC website.

The EAC Testing and Certification Program Director will provide an annual report to the Executive Director at the end of the fiscal year detailing recommendations for updates to the VVSG that have been collected throughout the prior fiscal year from various stakeholders. This report will be shared with the Technical Guidelines Development Committee (TGDC), the Standards Board, and the Board of Advisors. Feedback from this process will inform the decision to make updates to the VVSG. This annual cycle will continue, without regard to whether the Executive Director makes the decision to pursue a new version of the VVSG, initiating the steps detailed in section 4.5.

- 4.5. **VVSG Update Process:** When the Executive Director determines that a new version of the VVSG should be published based on feedback from section 4.4, the process detailed in section 222 of HAVA will be followed. The EAC expects that key stakeholders will be involved throughout this update process.
 - 4.5.1. The EAC will work with NIST and the TGDC to address relevant proposed changes gathered from section 4.4 and draft revisions to the sections of the VVSG affected by the proposed changes.
 - 4.5.2. The Executive Director will submit the draft revised VVSG to the EAC's Board of Advisors and Standards Board Executive Board for review and comment. The draft revised VVSG will also be posted for public comment.
 - 4.5.3. The EAC will collaborate with NIST to review and address all comments. Comments will be posted to the EAC website once addressed. Concurrently, the Testing and Certification Program Director will draft updates to relevant sections of the program manuals and test

assertions, if necessary. Program manuals for the new standards will be posted for public comment.

- 4.5.4. The Testing and Certification Program Director will submit the updated VVSG and program documentation to the Executive Director. The Executive Director will forward all revised VVSG documentation to the Commissioners, and will publish redline versions on the EAC website.
- 4.5.5. The Commissioners may meet with stakeholders and shall hold a public hearing prior to voting on the revised VVSG. This vote may not take place less than 90 days from the date the Executive Director submits the draft revised VVSG to the Board of Advisors and Standards Board Executive Board as described in section 4.5.2.
- 4.5.6. The Commissioners will vote on whether to adopt the updated VVSG. For the purposes of this policy, (1) “adopted” means that the Commission has accepted this copy of the VVSG as the final version and further edits, additions, or deletions outside of minor errata published to the EAC website cannot be made without incrementing the version; and (2) “implemented” means one calendar year has passed since a VSTL has added the new version to its scope of accreditation.

If an updated scope of accreditation is not necessary, the new VVSG version will be implemented with the Commissioner’s vote of adoption. It is important to note that there may be a considerable period between adoption and implementation, depending on the magnitude of the change to the VVSG and the work required for a VSTL to update its scope of accreditation.

- 4.6. **Commissioner Quorum:** In the event the EAC is without a quorum of Commissioners and adoption of a new VVSG standard is not possible, section 4.4 will be executed on an annual basis, and sections 4.5.1 through 4.5.3 will be executed, as necessary. Recommendations provided to the EAC for standard updates or changes will continue to be collected, evaluated, and drafted in accordance with the process in HAVA. The EAC can hold public meetings without quorum, however, adoption of updated standards cannot be accomplished without quorum. Once a quorum of Commissioners is reestablished, the process will proceed through sections 4.5.4, 4.5.5, and 4.5.6, as applicable, including all changes recommended previously up to section 4.5.3 in the process.

Tracking the Implementation of Voter Education Programs Across the States

Thessalia Merivaki, Mississippi State University and Mara Suttman-Lea,
Connecticut College

March 30, 2023

1 Project description

This project aims to document variation in voter education programs and resources allocated for voter education at the state level, as well as specific voter education activities and modes of outreach. With the support and guidance of the United States Election Assistance Commission (U.S. EAC), we conducted in-depth interviews with select election officials (Phase One), which informed the design of a survey to be administered to state election offices by the summer of 2023 (Phase Two). The survey responses will help the U.S. EAC develop structures for effective and efficient reporting of voter education activities, particularly those funded by federal and state resources. In the next phase of this this project we will focus on better understanding how local election jurisdictions implement and innovate insofar as educating voters.

2 Research questions and survey design

The Help America Vote Act of 2002 allocated resources for states to design and implement voter education and outreach programs. As the EAC reports, all states have established a program since 2003, but there is substantial [variation](#) in how institutionalized these programs are, and how they

are tracked and assessed. As of now, we have **no systematic method** to track how states "do" voter education.

Recognizing that there is notable variation across and within states in how elections are run, our research aims to answer the following questions:

One: What are states doing to educate voters about how to vote, how elections are run and kept secure, and how post-election processes are conducted? **Two:** Which resources do state chief election officers have at their disposal in terms of staff, state, federal, and private funds, as well as support from federal and state agencies, and other organizations? **Three:** How do states assess the effectiveness of their voter education efforts, both in terms of voter participation but also inoculation against misinformation?

With these questions in mind, we conducted a series of in-depth interviews with select election officials at the beginning of 2023, which informed the design of our survey. The questionnaire has been reviewed and approved by the U.S. EAC, and Mississippi State University and Connecticut College Institutional Review Boards.

3 Why should states participate?

Whereas participation in the survey is voluntary, we strongly encourage state election offices to complete it. This effort will highlight state innovations in voter education practices, as well as document how states actualize their voter education strategies in the context of their state election laws and needs of their electorate. It will also allow us to support states in assessments of their programs through our ongoing research.

To preview the survey, click [here](#). You can alternatively copy and paste the following link into your browser: `https://msstate.co1.qualtrics.com/jfe/preview/previewId/71c6d0e3-2fa1-462a-a97c-7eb79092907b/SV3EsxBe9rJvNvhNI?QC HL = previewQ_SurveyVersionID = current`.

4 Researcher Bios

Thessalia (Lia) Merivaki is an Assistant Professor of American politics at Mississippi State University. **Mara Suttman-Lea** is an Assistant Professor of American Politics at Connecticut

college. Drs. Merivaki and Suttmann-Lea have extensive background on voter education policy research across U.S. states and localities, and have published a series of papers on the subject matter. Their work has been funded by the Social Science Research Council and the Massachusetts Institute of Technology. This project is funded by the U.S. Election Assistance Commission.

From: Kimberly Smith
Sent: Monday, April 10, 2023 6:03 AM AKDT
To: abramb@chq.gov; Andrew Dowd; afontes@azsos.gov; agrandjean@OhioSOS.Gov; Andrew Buller; Anthony Albence; Jocelyn Benson; beredondo@cee.pr.gov; Brad King; Bradford Raffensperger; Brenda Cabrera; bret.kelly@ncsbe.gov; brian.kruse@douglascounty-ne.gov; Brian Sleeth; bryan.caskey@ks.gov; bthompson@co.hunterdon.nj.us; Brittany Westfall; Brian Wood; Beecher, Carol L (GOV); Carol Morris; Caroline Fawkes; Carri Crum; Charles Holiday; Jay Ashcroft; cisco@sos.nv.gov; C.J. Garrison; Douglas Kellner; David Maeda; Dana Corson; Debby Erickson; Derrin Robinson; dixonl@hillcounty.us; Sandra Pinsonault; D. Pliner; Dwight Shellman; ejohnsrud@co.mckenzie.nd.us; erika.white58501@gmail.com; gabe.roseberg@ct.gov; Guy Mickley; Heidi Burhans; Heather Hawthorne; Howard Knapp; Timaka James-Jones; Melanie Clark; Jason Hancock; James Boggs; Jeff Hancock; Jenni Scutchfield; jesse.naiman1@wyo.gov; john.thurston@sos.arkansas.gov; joldfield@elections.il.gov; Janine Petty; jroebuck@miottawa.org; jshew@douglascountyks.org; julie.flynn@maine.gov; kingram@sos.texas.gov; Kathleen Montejo; Kori House; kplacencia@sos.ri.gov; kristen.e.yueda@hawaii.gov; kwhite@co.albany.wy.us; Kyle Ardoin; Lauren Zyriek; Lori Larsen; LR Booth; Mandy.Vigil@state.nm.us; marengoprobate@gmail.com; Maria.Matthews@DOS.myflorida.com; maria.pangelinan@gec.guam.gov; mark.goins@tn.gov; Diane Meadows; meagan.Wolfe@wi.gov; Monica Evans; Michael.Dickerson@mecklenburgcountync.gov; michael.watson@sos.ms.gov; Thompson, Michaela R (GOV); Michelle.Tassinari@sec.state.ma.us; mike.spence@caddoclerk.com; Molly Woon (molly.woon@sos.oregon.gov); Nancy Boren; Nicole Browne; Norma Figueroa Morales; nikki.charlson@maryland.gov; Nicholas Lima; pat.nakamoto@hawaiicounty.gov; Patricia Piecuch; pattyweeks@co.nezperce.id.us; Paul Lux; Rachel.Soulek@state.sd.us; Ralph Artigliere; rloy@deltacounty.com; robertd@pointing.com; RogerMillsCounty@elections.ok.gov; Rozan Mitchell; Batina Dodge; Shelly Jackson; stottlerl@janesevillewi.gov; Stuart Holmes; Susan Beals; Susan Lapsley; tami.spero@humboldtcountynv.gov; taranisha07_poa@yahoo.com; Timothy DeCarlo; Tonia Fernandez; vange.tauoa@gmail.com; viadm@aol.com; Guam; Wes Allen; Will Senning
CC: Thomas Hicks; Benjamin Hovland; Christy McCormick; Donald Palmer; Steven Frid; Amanda Joiner; Kristen Muthig; Kristen Lee; Heather Ford; Robin Sargent
Subject: Standards Board Committees and Reminders

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Standards Board Members,

All members interested in serving on a Standards Board committee can complete the following survey: <https://survey.alchemer.com/s3/7294477/Standards-Board-Committee-Interest>. The Executive Board will consider committee assignments at their **April 18** meeting, and all are encouraged to submit their interest to the Board via the survey along with their top choice and any previous committee experience.

For members who are attending the in-person meeting – please contact me as soon as possible if your flights have not been booked. Additionally, please remember to register for the optional tours by **Friday, April 14**: <https://survey.alchemer.com/s3/7291862/Standards-Board-Option-Tours-Registration>.

For members who are not attending the in-person meeting – if you have not already submitted a proxy, you may do so until the first day of the meeting. Proxies may be submitted to the Chair via Standards Board ADFO Kim Smith at ksmith@eac.gov.

Please do not hesitate to reach out to us with any questions or concerns.

Kimberly Smith | Alternate Designated Federal Officer (ADFO), EAC Standards Board
U.S. Election Assistance Commission
633 3rd Street NW, Suite 200 | Washington, DC 20001
www.eac.gov

From: Hamlin, Shane
Sent: Wednesday, April 12, 2023 1:03 PM AKDT
To: Hamlin, Shane
CC: Haas, Ericka; Whitt, Sarah
Subject: Reminder - NVRA records request from PILF re: EBU-related records
Importance: High

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

****Sent to the ERIC Board of Directors and Secondary Points of Contact.****

Members,

A couple of more of members recently reached out to let me know they had received the below referenced records request from the Public Interest Legal Foundation (PILF). The response/guidance I sent in February still stands. That said, here are a couple of additional points:

1. While PILF's request does not appear to implicate any data protected under federal law, and therefore does not implicate a protected ERIC report, it would be appropriate to consult with your legal counsel to determine what, if any, records you have that are responsive and subject to disclosure based on your office's own legal analysis.
2. From an operations perspective, it would be helpful to receive a copy of your response to PILF. Please forward such responses to me. Thank you.
3. As members, you do not submit records for known noncitizens to ERIC; ERIC cannot filter these individuals out of the EBU or other reports we provide. As members, if you have access to data for known noncitizens, you should take steps to run it against the EBU report and remove such individuals as part of your work to prepare the EBU mailing list. This is like any other filtering you do to remove individuals you believe are not eligible based on other data you may have that is not shared with ERIC, e.g., ineligible felons.

Thank you to all the members who received the PILF request and notified me. As part of standard protocol, if you have received the request and haven't informed me, please do so. Thank you!

Finally, as a friendly reminder, for more information on which reports are public and which are protected, etc., check out this [chart](#), read [FAQ C.5](#), or review [Section 3 of the ERIC Membership Agreement](#) (starts on page 14).

Thanks,

-Shane

Shane Hamlin
Executive Director
ERIC | Electronic Registration Information Center
www.ericstates.org

From: Hamlin, Shane

Sent: Wednesday, February 22, 2023 4:19 PM

To: Hamlin, Shane <shane.hamlin@ericstates.org>

Cc: Whitt, Sarah <sarah.whitt@ericstates.org>; Haas, Ericka <ericka.haas@ericstates.org>

Subject: NVRA records request from PILF re: EBU-related records

Importance: High

***Sent to the ERIC Board of Directors and Secondary Points of Contact. ***

Hello,

I'm writing to let you know a couple of members have received a request from PILF for a range of EBU-related records pertaining to how the members handle these reports relative to identifying noncitizens included in the EBU data, the number of noncitizens identified, and internal/external communications regarding noncitizens that may be identified in an EBU report. To be clear – PILF did not request the actual EBU report. ERIC has evaluated the request and it is our view that it does not implicate federally protected ERIC data.

Although the request does not implicate protected ERIC/Member data, please follow our established protocol by letting me know if you also receive the request. We'd be happy to jump on call to discuss it if that would be helpful to you.

Please let me know if you have any questions.

Thanks,

-Shane

Shane Hamlin | Executive Director
ERIC | Electronic Registration Information Center
1201 Connecticut Ave NW, Suite 600
Washington, DC 20036
(202) 695-3464

www.ericstates.org

From: Chuck Burnham
Sent: Thursday, April 13, 2023 11:00 AM AKDT
To: Beecher, Carol L (GOV)
Subject: RE: Legislative Research: Termination of ERIC membership

You don't often get email from chuck.burnham@akleg.gov. [Learn why this is important](#)

Thank you, Carol. That is what we expected but wanted to confirm.

Chuck Burnham
(907) 465-6608

From: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Sent: Thursday, April 13, 2023 10:37 AM
To: Chuck Burnham <Chuck.Burnham@akleg.gov>
Subject: RE: Legislative Research: Termination of ERIC membership

Hello Chuck,

There are no legal impediments to resigning from ERIC. I've provided Section 7 of the bylaws below. More information on ERIC is available at this link: [About - Eric States](#)

Please let me know if you have any other questions.

Thanks,

Carol Beecher
Director
Alaska Division of Elections



Section 7. Resignation. A member may resign by mailing or delivering written notice to the Executive Director, who shall, in turn, notify the Membership. 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 Membership 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.

From: Chuck Burnham <Chuck.Burnham@akleg.gov>
Sent: Thursday, April 13, 2023 9:46 AM
To: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Subject: Legislative Research: Termination of ERIC membership

You don't often get email from chuck.burnham@akleg.gov. [Learn why this is important](#)

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Director Beecher – We were asked by an Alaska legislator if there are any legal, contractual, or other impediments to terminating Alaska’s membership in the Electronic Registration Information Center (ERIC). We are aware of Article II, Section 7, of the [ERIC bylaws](#) regarding the process for resignation of members. Are there any other factors or steps that would need to be addressed or taken to terminate membership of which you are aware?

Thank you in advance,

Chuck Burnham
Manager
Legislative Research Services
Alaska State Legislature
(907) 465-6608

CONFIDENTIAL. If you received this message in error, please inform the sender and delete it immediately.

From: Montemayor, Tiffany (GOV)
Sent: Thursday, April 13, 2023 12:08 PM AKDT
To: Beecher, Carol L (GOV)
Subject: FW: ERIC followup

Is there a certain response you'd like me to reply with? We also received a similar inquiry from politifact that I'm going to write up some answers for you to review and I'll send it over to you.

-Tiff

Tiffany Montemayor
Public Relations Manager, Division of Elections
Office of the Lieutenant Governor
907.465.4611



From: James Brooks <jbrooks@alaskabeacon.com>
Sent: Wednesday, April 12, 2023 9:22 AM
To: MEDIA, GOV ELEC (GOV sponsored) <GOV.elec.media@alaska.gov>; Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>
Subject: ERIC followup

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning, Tiffany:

Has the Division of Elections made any decision about whether to leave ERIC, and if so, what was the decision?

--
James Brooks
Reporter, [Alaska Beacon](#)
jbrooks@alaskabeacon.com
907-419-7732 (cell)

From: Montemayor, Tiffany (GOV)
Sent: Thursday, April 13, 2023 12:54 PM AKDT
To: Beecher, Carol L (GOV)
Subject: FW: questions about ERIC - PolitiFact
Attachments: ERIC Stats Cost Report.xlsx

My answers for your review are in red below...

Tiffany Montemayor
Public Relations Manager, Division of Elections
Office of the Lieutenant Governor
907.465.4611



From: Amy Sherman <asherman@poynter.org>
Sent: Thursday, April 13, 2023 10:12 AM
To: Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>
Subject: questions about ERIC - PolitiFact

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Tiffany: I am working on a story about states that have dropped out of ERIC or may drop out of ERIC.

-
-
- Is this_
- [cost data correct](#) and was it provided by the Division
- of Elections?

DP

-
-
- Has Beecher made a decision about whether to remain in ERIC or drop
- out, or does she expect to reach a decision by a particular date?

DP

-
-
- Was 2016 the first year Alaska joined ERIC? Since that time, how

- many voters has Alaska removed with the assistance of ERIC?

DP

-
- If Alaska drops out, how will it maintain its voter rolls and remove
- such voters that would have been flagged with the help of ERIC?

DP

Thanks - Amy

--

Amy Sherman

PolitiFact staff writer fact-checking claims about voting, elections and democracy

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Electronic Registration Information Center (ERIC)
Cost Statistics Report

Year	Eligible But Not Registered Notice Sent (household)	In-State Move Notices Sent	Cross-State Move Notices Sent	Cross-State Cancel Registration Received	Cross-State Remain Registered Received	Voters Removed Deceased	Duplicate Voting Records Merged	Annual Membership Fees & Dues	Printing & Mailing Costs	Comments	
2016 Pew Grant									\$29,000.00	One-time grant for Printing and Mailing Costs.	
2016	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$25,000.00		One-Time Membership Fee	
2016	77,127	N/A	N/A	N/A	N/A	N/A	N/A	\$11,747.00	\$21,627.18	Dues (pro-rated) Jun '16- Dec '16	
2017	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$19,232.50		Dues Jan '17- Dec '17	
2018	25,122	21,305	18,855	3,748	143	603	79	\$18,463.50	\$23,051.71	Dues Jan '18 - Dec '18 Cross-State = \$11,802.10 In-State Move = \$5,441.87 Not Registered = \$5,807.74	
2019	N/A	6,761	14,942	3,131	114	188	68	\$16,759.50	\$10,339.36	Dues Jan '19 - Dec '19 Cross State = \$8,483.06 In-State Move = \$1,856.30	
2020	17,690	5,362	10,939	2,263	102	209	92	\$16,669.50	\$12,186.82	Dues Jan '20 - Dec '20	
2021	N/A	5,180	30,395	4,009	252	452	8	\$16,416.00	\$23,855.13	Dues Jan '21 - Dec '21 Cross-State #1 = \$15,791.48 Cross-State #2 = \$5250.90 In-State Move = \$2,812.75	
2022	16,532	6,037	7,140	850	104	113	2	\$21,185.00	\$14,874.17	Dues Jan '22 - Dec '22 Cross-State Q1 = \$4343.49 EBU & In-State = \$10,462.20	
2023			14,393					\$12,980.00	\$12,255.27	Dues to date: Jan '23 - Jul '23 Cross-State Q1 = \$12,155.27	
Total:	136,471	44,645	96,664	14,001	715	1,565	249	\$158,456.00	\$118,121.17		
									Overall Program Costs:	\$247,577.17	


2016 - EBU mailing was sent during National Voter Registration Day, media postings, and Facebook outreach. During this period, the division added **9,395** new voters to our rolls.

2018 - EBU and In-State Move mailing was sent during National Voter Registration Day, media postings, and Facebook outreach. During this period of September 20 - October 7, 2018, the division added **2,525** new voters to our rolls and updated **13,942** voter records.

1  **Forrest, Sharon A (GOV)**

Notes:

The ERIC dues are paid by fiscal year. This figure is only the cost billed up to 6/30. Once we receive the next FY24 invoice, that needs to be added.

2  **Forrest, Sharon A (GOV)**

Notes:

More mailings will occur in 2023 to increase this figure.

2016 - EBU mailing was sent during National Voter Registration Day, media postings, and Facebook outreach. During this period, the division added 9,395 new voters to our rolls.

2018 - EBU and In-State Move mailing was sent during National Voter Registration Day, media postings, and Facebook outreach. During this period of September 20 - October 7, 2018, the division added 2,525 new voters to our rolls and updated 13,942 voter records.

From: Beecher, Carol L (GOV)
Sent: Thursday, April 13, 2023 1:39 PM AKDT
To: Montemayor, Tiffany (GOV)
Subject: RE: questions about ERIC - PolitiFact
Attachments: DOE HSTA 03.30.23 Responses.pdf

From: Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>
Sent: Thursday, April 13, 2023 12:55 PM
To: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Subject: FW: questions about ERIC - PolitiFact

My answers for your review are in red below...

Tiffany Montemayor
Public Relations Manager, Division of Elections
Office of the Lieutenant Governor
907.465.4611



From: Amy Sherman <asherman@poynter.org>
Sent: Thursday, April 13, 2023 10:12 AM
To: Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>
Subject: questions about ERIC - PolitiFact

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Tiffany: I am working on a story about states that have dropped out of ERIC or may drop out of ERIC.

-
-
- Is this
- [cost data correct](#) and was it provided by the Division
- of Elections?

DP

-
-

- Has Beecher made a decision about whether to remain in ERIC or drop out, or does she expect to reach a decision by a particular date?

DP

-
-

- Was 2016 the first year Alaska joined ERIC? Since that time, how many voters has Alaska removed with the assistance of ERIC?

DP

- If Alaska drops out, how will it maintain its voter rolls and remove such voters that would have been flagged with the help of ERIC?

DP

Thanks - Amy

--

Amy Sherman

PolitiFact staff writer fact-checking claims about voting, elections and democracy

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April 7, 2023

The Honorable Laddie Shaw, Chair
House State Affairs Committee
Alaska State Legislature
State Capitol Room 403
Juneau AK 99801-1182

Via email: Representative.Laddie.Shaw@akleg.gov

Dear Representative Shaw:

This letter serves as the Division of Elections' ("the division") written response to questions asked during the March 30, 2023, meeting of the House State Affairs Committee.

1. The Committee asked that the division provide a list of sources used to maintain the voter registration list. The chart below lists the sources, timeframes, and actions taken by the division.

SOURCE	FREQUENCY	ACTION
Voters	As received	Create, update, or cancel a registration at voters' request. Voters can cancel by email, phone, or in person at any division office.
Alaska Courts	Weekly	Remove voters convicted of certain felonies
Obituaries – published	Weekly	Remove deceased voters
Bureau of Vital Statistics	Monthly	Remove deceased voters
ERIC Deceased Voter Report	Quarterly	Remove deceased voters
Family, City clerks	As received	Remove deceased voters
Duplicate Registrations	Monthly	DOE's system searches for and merges duplicate registrations
Other States	As received	Voters who have registered to vote in other states are removed
Returned Mail	Daily	Flag voter records with undeliverable addresses and send list maintenance notices
DMV	Daily	Add new voter registrations and update addresses
PFD	Annual	Add new voter registrations and update addresses
ERIC Cross State Movers Report	Quarterly	Identifies voters who appear to have moved from one ERIC state to another using Voter registration data and Motor Vehicle data

SOURCE	FREQUENCY	ACTION
ERIC In-State Movers Report	Yearly	Identifies voters who appear to have moved within the state using voter registration and Motor Vehicle data
ERIC Duplicate Report	As received	Identifies voters with duplicate registrations in the same state using Voter Registration data
List Maintenance Notices	Yearly	Notices are sent to voters as required by AS 15.07.130. Additionally, voter registrations are cancelled if the requirements of this statute are met

2. Representative Vance mentioned the Interstate Voter Registration Crosscheck (IVRC) as a free entity Alaska could join to share voter registration information across states. Crosscheck was shuttered in 2019 and is no longer operational. Currently, the only multi-state consortium for sharing voter data between states is the Electronic Registration Information Center (ERIC) which has 26 states, including Alaska, and the District of Columbia as members.
3. The U.S. Election Assistance Commission provides a list of certified systems by manufacturer: <https://www.eac.gov/voting-equipment/certified-voting-systems>. Voting Works is not on this list of manufacturers with certified systems, so it would not currently satisfy the requirements of HB 131. It is also unclear whether Voting Works could provide the software necessary for ranked choice voting, partial counts, manual data entry and other requirements for a voting system in Alaska.
4. For HB 132, the Committee asked for the basis of the \$140,000 estimated cost for ballot printing. This was derived from the estimated cost provided by our ballot printer for the special paper needed for a watermark, which would require all the ballot stock to be reprinted using the new paper.
5. The Committee asked a few questions about the division's contract with Dominion Voting Systems. A copy of the contract and an amendment to the contract are attached. The contract expires on August 4, 2024, and does not include a clause making it subject to appropriations by the Legislature. If the Legislature did not appropriate funds for Dominion or passed a law requiring Dominion to either make its software open source or forcing the division to terminate its contract with Dominion, that could implicate Article 1, Section 15 of the state constitution, which prohibits laws that substantially impair contracts.
6. The Committee asked several questions about the residency requirements for voters and the definition of "intent to return." The residency requirements are contained in AS 15.05.020, a copy of which is attached at the request of Representative Allard. Under this statute, a voter's residence is "that place in which the person's habitation is fixed, and to which, whenever absent, the person has the intention to return." This means a voter "does not lose residence if the person leaves home and goes to another country, state, or place

in this state for temporary purposes only and with the intent of returning.” A voter’s “intent to return” is not otherwise defined by state law, although it has been interpreted by the Alaska Supreme Court, in cases including *Lake & Peninsula Borough Assembly v. Oberlatz*, 329 P.3d 214 (Alaska 2014).

The division assumes that voters are residents at the Alaska residence addresses they provide and assumes they intend to return to those addresses. Under AS 15.05.020(8), “The address of a voter as it appears on the official voter registration record is presumptive evidence of the person’s voting residence. This presumption is negated only if the voter notifies the director in writing of a change of voting residence.” Voters also swear their residence addresses are accurate when they register to vote and sign other documents. Under current law, the division does not ask voters about their intent to return, track this information, or investigate voters’ addresses before it registers them to vote. If a voter has an undeliverable mailing address, the division will send a notice requesting address confirmation under AS 15.07.130, but it will not remove the voter from the voter list.

The Committee asked about Alaska voters living overseas. If these voters indicate they intend to return and provide a residence address in Alaska, they may register and vote. If a voter living overseas was domiciled in Alaska but does not intend to return, they may still register and vote, but only in federal elections, as explained in AS 15.05.011. Under federal law, out-of-state service members and their spouses are also exempt from the intent-to-return requirement, and they may vote in federal and state elections.

The Committee asked about the division’s chain of custody procedures for election materials. Chain of custody documentation must be completed and signed by election officials or division employees anytime ballots or voting materials are in their possession. Election officials ensure that all security seals and tamper-evident seals are verified and applied, and material transfer logs are signed prior to transportation. Attached is an infographic that explains the chain of custody practices of the division. Additionally, attached are the job cards that are provided to election offices at polling places that instruct the chain of custody procedures for securing and returning voted ballots, securing, and returning unused ballots and stubs, and the process for handling spoiled ballots.

Thank you for the opportunity to provide this information in response to these questions.

Sincerely,



Carol Beecher
Director

Cc: Laura Stidolph, Legislative Director, Office of the Governor

House State Affairs Committee

April 7, 2023

Page 4 of 4

Josh Applebee, Chief of Staff, Office of the Lieutenant Governor

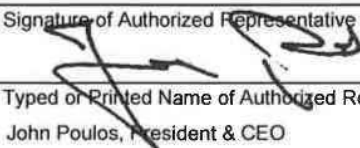


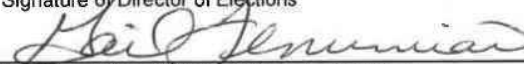
Attachments:

- A. Dominion Contract (27 pages)
- B. Dominion Contract Amendment #1 (1 page)
- C. AK Ballot Chain of Custody Infographic (1 page)
- D. Secure Voted Ballots – Closing Job Card (2 pages)
- E. Unused Ballots & Stubs – Closing Job Card (1 page)
- F. Ballot Issuing Spoiled Ballots – Voting Job Card (1 page)
- G. Alaska Statute 15.05.020 (1 page)

**DIVISION OF ELECTIONS 03/30/2023 HSTA RESPONSE
ATTACHMENT A**

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their Appendices

1. Agency Contract Number CT 190001019	2. DGS Solicitation Number RFP 190000050	3. Financial Coding 018500000	4. Agency Assigned Encumbrance Number n/a
5. Vendor Number DOV10260	6. Project/Case Number	7. Alaska Business License Number BL #2085701	
This contract is between the State of Alaska,			
8. Department of Office of the Lieutenant Governor		Division Division of Elections hereafter the State, and	
9. Contractor Dominion Voting Systems, Inc. hereafter the Contractor			
Phone: 775-223-7230 dana.latour@dominionvoting.com			
Mailing Address.	Street or P.O. Box	City	State ZIP+4
1201 18 th Street, Suite 210, Denver, CO 80202			
10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.			
ARTICLE 2. Performance of Service:			
2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.			
2.2 Appendix B sets forth the liability and insurance provisions of this contract.			
2.3 Appendix C sets forth the services to be performed by the contractor.			
ARTICLE 3. Period of Performance: The period of performance for this contract begins: <u>August 5, 2019</u> , and ends <u>August 4, 2024</u> .			
ARTICLE 4. Considerations:			
4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$ <u>4,409,808.45</u> in accordance with the provisions of Appendix D.			
4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:			
11. Department of Office of the Lieutenant Governor		Attention: Division of Division of Elections	
Mailing Address P.O. Box 110017, Juneau, AK 99801		Attention: Accounts Payable	
12. CONTRACTOR			
Name of Firm Dominion Voting Systems			
Signature of Authorized Representative 		Date 8/6/2019	
Typed or Printed Name of Authorized Representative John Poulos, President & CEO			
Title Contractor			
13. CONTRACTING AGENCY			
Department/Division OOLG/Division of Elections		Date 8/8/19	Signature of Head of Contracting Agency or Designee 
Signature of Project Director 		Date 8/9/19	
Typed or Printed Name R. Shawn Henderson, Administrative Director			
Typed or Printed Name of Project Director Gail Fenumiai		Signature of Director of Elections 	
Title Project Director		Typed or Printed Name of Director of Elections Gail Fenumiai	

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

**DIVISION OF ELECTIONS 03/30/2023 HSTA RESPONSE
ATTACHMENT A**

Contract #19000050

Dominion Voting Systems, Inc

**APPENDIX A
GENERAL PROVISIONS**

Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes.

- 3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

**DIVISION OF ELECTIONS 03/30/2023 HSTA RESPONSE
ATTACHMENT A**

Contract #190000050

Dominion Voting Systems, Inc

Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed specifically for the State of Alaska in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

Article 15. Compliance.

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

Article 16. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

Article 17. Use By Political Entities within the State of Alaska.

Contractor agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every public procurement unit, and special district within the State of Alaska, which entity is purchasing under substantially the same terms and conditions in this Contract. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to Contractor, and the State shall in no way be responsible to Contractor for other entities' purchases.

**APPENDIX B¹
INDEMNITY AND INSURANCE**

Article 1. Indemnification

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

Article 2. Insurance

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per claim.

2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per claim.

**APPENDIX C
SCOPE OF SERVICES**

The Contractor, Dominion Voting Systems, Inc., shall provide implementation, installation, testing and training of a new voting and ballot tabulation system, software and hardware, in accordance with the terms and conditions set forth in Request for Proposals (RFP) 190000050. The requirements and specifications set forth in the RFP, including the Program Requirements and Miscellaneous Specifications outlined in Attachment 1 and 2 of the RFP, the Contractor's proposal, including Appendix E (Hardware Maintenance and Software Licensing Agreements), are hereby incorporated into this contract and are binding upon the Parties.

In any case in which the terms of these documents differ or conflict, then pursuant to Appendix A, Article 12, and the General Provisions of this contract supersede any provisions in other appendices. Services to be provided by the Contractor shall include but shall not be limited to the following:

1. **Deliverables:** The Contractor shall provide all software, hardware, firmware, equipment, supplies, support and services for a complete, turn-key voting and ballot tabulation system that will be used to support elections, that provides for both precinct-based ballot counting and central (Regional Office) ballot counting and that provides for HAVA compliant, accessible voting that meets Alaska's requirements and that maximizes accessibility for all Alaskans eligible to vote, including rural and urban voters, voters with disabilities and voters requiring language assistance under Section 203 of the Voting Rights Act (VRA).

The turn-key system shall include:

- A. Precinct-based voting solution for 304 precincts to include ballot counting at the precinct level and HAVA compliant accessible voting.
- B. HAVA compliant accessible voting solution for 137 hand-count precincts and at least 5 early vote stations.
- C. Central ballot counting at Regional Offices for absentee/questioned/early ballots (using scanners that can be loaded with multiple ballots and that do not require feeding ballots one at a time).
- D. Manual entry at Regional Offices for hand-count precinct election results. The system must allow for simultaneous data entry of hand-count results as outlined below:
 - a. Region I – at least 2 users entering results.
 - b. Region III – at least 2 users entering results.
 - c. Region IV – at least 3 users entering results.
- E. Upload of election results from precincts and Regional Offices to central server located in the Director's Office.
- F. Tabulating/Reporting of election results.

The Contractor shall accomplish the work and present the deliverables described in the RFP. Each deliverable must be formally accepted by the DOE before sign-off. The Contractor is responsible for scheduling acceptance "walk through" sessions to present each deliverable to DOE's Project Manager. The division will sign-off on the deliverable, or provide a report documenting why the deliverable is not acceptable within 10 business days (close of business), unless otherwise specified, of the formal walk through.

The division's review time will begin upon receipt of the Contractor's deliverables. Review

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dates and times for subsequent project deliverables shall be set when the project plan is approved.

2. **Project Management:** Within 30 days of executing this contract, the Contractor, will finalize and obtain approval from DOE for the complete project schedule, following the below phases, that includes specific tasks, milestones and deliverables. The final schedule must reflect a completion date that allows DOE to successfully administer the August 18, 2020 Primary Election.

Phase	Activities Expected	Deliverable
Phase 1	Project Planning	<ol style="list-style-type: none"> 1. Kick-off Meeting 2. Complete Project Schedule 3. Logistical Delivery Plan
Phase 2	Equipment Delivery, Installation and Testing – Director’s Office and Regional Offices	<ol style="list-style-type: none"> 1. Acceptance Testing Scripts 2. Testing Complete/Sign Off
Phase 3	Equipment Delivery and Testing – Precinct Voting Solution (ICP, ICX)	<ol style="list-style-type: none"> 1. Acceptance Testing Scripts 2. Testing Complete/Sign Off
Phase 4	Training and Documentation	<ol style="list-style-type: none"> 1. System, Operator and User Manuals, Poll Worker Instructions 2. Onsite Training for DOE Staff 3. Logic and Accuracy Test Scripts
Phase 5	Software/Complete System Test (end-to-end) – Mock election	<ol style="list-style-type: none"> 1. Mock Election
Phase 6	Product Implementation/ Election Support Services	<ol style="list-style-type: none"> 1. Completed Installation – System Ready for Election 2. Completed Acceptance Testing – All unresolved items resolved 3. Election database setup/ballot setup 4. Logic & Accuracy Testing 5. Onsite support during Elections
Phase 7	Ongoing Support year 2 (Software & Hardware Licensing, Warranty/Maintenance)	<ol style="list-style-type: none"> 1. Annual Software License and Hardware Warranty/Maintenance year 2
Phase 8	Ongoing Support years 3-5 (Software & Hardware Licensing, Warranty/Maintenance)	<ol style="list-style-type: none"> 1. Annual Software License and Hardware Warranty/Maintenance years 3-5

The contractor must assign a project manager to oversee and coordinate the ballot tabulation system delivery, implementation, training and support within 30 days of signing the contract. The assigned project manager shall provide services to ensure the successful delivery and deployment of the system and will be required to provide updates at least weekly to the DOE project manager regarding equipment delivery, installation, implementation training and support, technical difficulties and all other related matters.

3. **Shipping and Delivery:** The contractor shall provide for the shipping, tracking and delivery of all system components required for the proposed system to the appropriate offices

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(Director's and Regional/Satellite) for installation. In addition, the components for the precinct-based solution must be shipped to the appropriate Regional/Satellite Office.

4. **Installation:** The contractor must complete the initial installation of the equipment in each Regional/Satellite Office and the Director's Office. Installation will include:
 - a. System installation and configuration plan for the system installed in the Director's Office and in each Regional/Satellite Office.
 - b. Preparation of the system to ensure the system is secure and operating properly and ready for election use.
 - c. Installation of all components to fully conduct elections.
 - d. Initial acceptance testing to ensure all system components and precinct-based solution components are operating according to specifications. As part of the acceptance testing, the contractor must provide user-friendly acceptance testing scripts and must provide onsite support for DOE staff when performing acceptance testing.
 - e. Once all equipment is delivered and installed, the contractor must work with DOE to conduct a "mock" election to be used for end-to-end and load testing to verify that all installed components operate properly, and operate as a complete, fully-functioning system, including the upload of mock election results. The contractor must provide a demonstration election and ballots to support the mock election as well as test scripts for logic and accuracy testing.

5. **Documentation:** The contractor must provide documentation specific to the hardware and software implemented, including:
 - a. User Procedures, including documentation for precinct-based components as well as central scanning and data-entry of hand-count results at regional offices;
 - b. shipping requirements to meet USPS standards and contractor's warranty;
 - c. election administrator documentation;
 - d. system documentation;
 - e. preventative maintenance plans and procedures; and
 - f. training materials specific to the installation, including setup/takedown processes for precinct-based solution.

6. **Training:** The contractor must provide complete, comprehensive training of the entire system for DOE staff, that covers at a minimum:
 - a. System software and all aspects of preparing the election database (including import/export features, generating ballot files, downloading election database to memory devices, uploading and reporting of election results, backing-up of the database, preparing for logic and accuracy testing);
 - b. operation of regional scanning solution (including software and hardware);
 - c. regional office procedures for data entry of hand-count results;
 - d. preparation, set-up and takedown processes for precinct-based solution (all components); and
 - e. processes for uploading election results from precincts and Regional/Satellite Offices.

7. **Support:** The contractor must provide election support.
 - a. Onsite and offsite database review and programming support during election setup during the first primary and general election the system is in use.

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- b. Onsite support at Regional Offices and Director's Office during the first primary and general election the system is in use. Onsite support will be 3 days, consisting of the day prior, day of, and the day after the election.
 - c. During the two weeks prior through two weeks after election day, real time support during Alaska business hours, including weekends.
 - d. U.S. based customer support provided by customer service employees residing within the United States.
 - i. The successful vendor agents will be required to be in compliance with the state's security standards, which may include background checks.
8. **Repair and Maintenance:** The contractor must provide equipment repair and preventative maintenance recommendations, including recommendations for storage and off-cycle preventative maintenance requirements.

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**APPENDIX D
PAYMENT PROVISIONS**

In full consideration of the Contractor's performance under this contract, the State shall pay the Contractor a total sum not to exceed \$ **4,409,808.45**. This amount includes all hardware, software, licensing, annual maintenance/support, installation/onsite training, travel, labor, and all other miscellaneous cost associated with contract performance.

Billing Procedures and Payment Method: The contractor shall submit an itemized invoice for the services provided and deliverables completed as outlined below and shall be submitted within 30 days after the division has approved and accepted all work. The agency head, designee, or Project Director must accept the deliverables before the payment will be authorized.

Approximately 5% of the total contract price (\$199,111.91) will be withheld from the initial cost of the Democracy Suite Standard, Adjudication Module and Communication Manager software as outlined Item #1 of the Contractor's cost proposal. The amount withheld will be paid within 30 days following successful completion of the first general election conducted using the new system.

PAYMENT SCHEDULE	Deliverable	Initial Payment (does not include the system wide discount portion for each phase)	Hold Back
Phase 1 – Project Planning	<ol style="list-style-type: none"> 1. Kick-off Meeting 2. Complete Project Schedule 3. Logistical Delivery Plan 		
Phase 2 – Director's Office /Regional Office Hardware Delivery and Installation	<ol style="list-style-type: none"> 1. Acceptance Testing Scripts 2. Testing Complete/Sign Off 	\$434,380.00	0
Phase 3a – Precinct Voting Solution (ICP, ICX) Delivery	<ol style="list-style-type: none"> 1. Acceptance Testing Scripts 2. Testing Complete/Sign Off 	\$2,739,802.50	0
Phase 3b – Precinct Voting Solution (Peripherals)	<ol style="list-style-type: none"> 1. Acceptance Testing Scripts 2. Testing Complete/Sign Off 	\$462,608.00	0
Phase 3c – Shipping	<ol style="list-style-type: none"> 1. Equipment Delivery 	\$178,675.00	0
Phase 4 – Training & Documentation Democracy Suite System, ICC Operator, ICC Adjudication, ICP and ICX Operator	<ol style="list-style-type: none"> 3. System, Operator and User Manuals, Poll Worker Instructions 4. Onsite Training for DOE Staff 5. Logic and Accuracy Test Scripts 	\$61,500.00	0

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and Train the Trainer (for Poll Workers)			
Phase 5 – Software/Complete System Test(end-to-end)	1. Mock Election	\$175,888.10	\$199,111.91
Phase 6 –Product Implementation & Election Support Services	<ol style="list-style-type: none"> 1. Completed Installation – System Ready for Election 2. Completed Acceptance Testing – All unresolved items resolved 3. Election database setup/ballot setup 4. Logic & Accuracy Testing 5. Onsite support during Elections 	\$197,000.00	0
Phase 7 – Ongoing support year 2	1. Annual Software License and Hardware Warranty/Maintenance year 2	Annual Cost \$252,408.00	0
Phase 8 – Ongoing support years 3-5	1. Annual Software License and Hardware Warranty/Maintenance years 3-5	Annual Cost Year 3: \$265,028.40 Annual Cost Year 4: \$278,279.82 Annual Cost Year 5: \$292,193.81	0
System wide Discount		(\$1,560,767.49)	
TOTAL 5-YEAR CONTRACT		\$3,976,108.05	
Phase 9 – Optional Items	To be determined when items are needed	\$433,700.41	0
TOTAL –YEAR CONTRACT AND OPTIONAL ITEMS		\$4,409,808.45	

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ITEMIZED CONTRACT COSTS:

Hardware/Software

The Contractor is to provide the equipment listed below per the associated costs. Specifically, the Contractor will provide the below listed hardware and software and optional items, subject to adjustment, not to exceed the contract price:

1. PRECINCT EQUIPMENT (Phase 3a):

Product Name	Description	Qty	Unit Price	Extension
ImageCast Precinct Tabulator (321C)	Includes Tabulator/Scanner, Internal Battery,, Thermal Printer with Paper Roll, 12 Month Hardware Warranty, 12 Month Firmware Software Application License, two 16GB Flash Memory Cards, two I-Buttons, RJ11 Phone Cable 25'	304	\$3,900.00	\$1,185,600.00
ImageCast X Kit – Prime VVPAT DRE	Includes ICX Prime 21" tablet, VVPAT printer, VVPAT power cable, VVPAT USB cable, 8GB flash drive, three voter smart cards	167	\$3,500.00	\$584,500.00
ImageCast X Kit – Prime BMD	Includes ICX Prime 21" tablet with one backup battery. Ballot marking printer, three voter smart cards, 6' USB A to B Cable, 12-month hardware warranty, 12 month firmware application license	277	\$3,500.00	\$969,500.00
ImageCast X Prime Technician Smart Card – Generic		25	\$8.10	\$202.50
Total				\$2,739,802.50

2. DIRECTOR'S OFFICE "HOST" SITE AND 5 REGIONAL OFFICE HARDWARE (ELECTION MANAGEMENT HARDWARE) (Phase 2):

Product Name	Description	Qty	Unit Price	Extension
EMS Standard Server Kit (R630/WS2012/SS2016)	Includes PowerEdge R630 rack server, 24 port switch, 24" monitor, keyboard/mouse, patch cable, Cepstral, Avast	6	\$17,000.00	\$102,000.00
EMS Client Workstation Kit	Includes Dell T3420, 24" monitor, iButton programmer, high speed media reader, patch cable, smart card reader/writer	12	\$1,700.00	\$20,400.00
EMS Adjudication Workstation Kit	Includes Dell T3420, 24" monitor, SQL Server 2016, CAL, cables, Windows 10 Pro	12	\$1,700.00	\$20,400.00
Smart UPS 1500 (rack mountable)		6	\$800.00	\$4,800.00
EMS Standard Listener Server Kit		1	\$6,495.00	\$6,495.00
Firewall Protection – M200		1	\$2,700.00	\$2,700.00
RAS Server Kit		1	\$4,650.00	\$4,650.00
SIIG USB 3.0 9-Port Hub & 2.1A Charging Port		3	\$145.00	\$435.00
EMS Report Printer – LBP6230DW		6	\$125.00	\$750.00

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External Dial Up USB Modem		30	\$225.00	\$6,750.00
ImageCast Central Kit – G1130	Includes Canon Model DR-G1130, Computer w/23" monitor, keyboard/mouse, one 8GB USB Flash Drive & one I-Button, patch cable	10	\$25,000.00	\$250,000.00
ImageCast Central Kit – M160ii	Includes Canon M160ii, Computer w/23" monitor, keyboard/mouse, one 8GB USB Flash Drive & one I-Button, patch cable	2	\$7,500.00	\$15,000.00
Total				\$434,380.00

3. BALLOT TABULATION SOFTWARE (Phase 5):

Product Name	Description	Qty	Unit Price	Extension
Democracy Suite Standard (400K – 600K)		1	\$295,000.00	\$295,000.00
Adjudication Module (400K – 600K)		1	\$50,000.00	\$50,000.00
Communications Manager (400K – 600K)		1	\$30,000.00	\$30,000.00
Total				\$375,000.00

4. PERIPHERALS (Phase 3b):

Product Name	Description	Qty	Unit Price	Extension
ATI Kit – ICX – USB		446	\$375.00	\$167,250.00
ImageCast X Privacy Screen – Standard		446	\$15.00	\$6,690.00
ImageCast Precinct Ballot Box – Plastic Collapsible		287	\$1,000.00	\$287,000.00
Ballot Box – ICP Table Top – Cardboard		36	\$38.00	\$1,368.00
ICP – I-Button Technician Key – Blue		12	\$25.00	\$300.00
Total				\$462,608.00

5. SUPPORT SERVICES (Phase 4 and Phase 6):

Product Name	Description	Days	Unit Price	Extension
Product Implementation & Support		50	\$2,000.00	\$100,000.00
System Acceptance Testing		20	\$1,500.00	\$30,000.00
Logic & Accuracy Testing		10	\$1,500.00	\$15,000.00
Training (/day)		20	\$1,500.00	\$30,000.00
Train The Trainer: Poll Worker		3	\$1,500.00	\$4,500.00
Democracy Suite Full System Training		10	\$1,500.00	\$15,000.00
ImageCast Central Operator Training		4	\$1,500.00	\$6,000.00
ImageCast Central Adjudication Training		2	\$1,500.00	\$3,000.00
ImageCast X Operator Training		2	\$1,500.00	\$3,000.00
Election Setup/Ballot Setup		2	\$3,500.00	\$7,000.00
On-Site Services – Election Day		10	\$4,500.00	\$45,000.00
Total				\$258,500.00

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6. ANNUAL LICENSES AND WARRANTIES (Phase 7 and Phase 8):

Product Name	Annual Cost
Year 2 Annual Software Licenses	
1 Democracy Suite Standard Annual License Fee (400K – 600K)	
1 Adjudication Annual Software License Fee (400K – 600K)	
1 Communications Manager Module – Software License Fee (400K – 600K)	
10 ImageCast Central Annual Firmware License – G1130	
2 ImageCast Central Annual Firmware License – M160ii	
444 ImageCast X Annual Firmware License – Prime	
304 ImageCast Precinct Annual Firmware License – 320C	
Total Year 2 Annual Licenses	\$174,024.00
Year 2 Hardware Warranty	
10 ImageCast Central Annual Hardware Warranty – G1130	
2 ImageCast Central Annual Hardware Warranty – M160ii	
444 ImageCast X Annual Hardware Warranty – Prime	
304 ImageCast Precinct Annual Hardware Warranty – 320C	
	\$78,384.00
Total Year 2 Hardware Warranty	
TOTAL YEAR 2 ANNUAL LICENSE AND WARRANTY	\$252,408.00

Product Name	Annual Cost
Year 3 Annual Software Licenses	
1 Democracy Suite Standard Annual License Fee (400K – 600K)	
1 Adjudication Annual Software License Fee (400K – 600K)	
1 Communications Manager Module – Software License Fee (400K – 600K)	
10 ImageCast Central Annual Firmware License – G1130	
2 ImageCast Central Annual Firmware License – M160ii	

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444 ImageCast X Annual Firmware License – Prime	
304 ImageCast Precinct Annual Firmware License – 320C	
Total Year 3 Annual Licenses	\$182,725.20
Year 3 Hardware Warranty	
10 ImageCast Central Annual Hardware Warranty – G1130	
2 ImageCast Central Annual Hardware Warranty – M160ii	
444 ImageCast X Annual Hardware Warranty – Prime	
304 ImageCast Precinct Annual Hardware Warranty – 320C	
Total Year 3 Hardware Warranty	\$82,303.20
TOTAL YEAR 3 ANNUAL LICENSE AND WARRANTY	\$265,028.40

Product Name	Annual Cost
Year 4 Annual Software Licenses	
1 Democracy Suite Standard Annual License Fee (400K – 600K)	
1 Adjudication Annual Software License Fee (400K – 600K)	
1 Communications Manager Module – Software License Fee (400K – 600K)	
10 ImageCast Central Annual Firmware License – G1130	
2 ImageCast Central Annual Firmware License – M160ii	
444 ImageCast X Annual Firmware License – Prime	
304 ImageCast Precinct Annual Firmware License – 320C	
Total Year 4 Annual Licenses	\$191,861.46
Year 4 Hardware Warranty	
10 ImageCast Central Annual Hardware Warranty – G1130	
2 ImageCast Central Annual Hardware Warranty – M160ii	
444 ImageCast X Annual Hardware Warranty – Prime	

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304 ImageCast Precinct Annual Hardware Warranty – 320C	
Total Year 4 Hardware Warranty	\$86,418.36
TOTAL YEAR 4 ANNUAL LICENSE AND WARRANTY	\$278,279.82

Product Name	Annual Cost
Year 5 Annual Software Licenses	
1 Democracy Suite Standard Annual License Fee (400K – 600K)	
1 Adjudication Annual Software License Fee (400K – 600K)	
1 Communications Manager Module – Software License Fee (400K – 600K)	
10 ImageCast Central Annual Firmware License – G1130	
2 ImageCast Central Annual Firmware License – M160ii	
444 ImageCast X Annual Firmware License – Prime	
304 ImageCast Precinct Annual Firmware License – 320C	
Total Year 5 Annual Licenses	\$201,454.53
Year 5 Hardware Warranty	
10 ImageCast Central Annual Hardware Warranty – G1130	
2 ImageCast Central Annual Hardware Warranty – M160ii	
444 ImageCast X Annual Hardware Warranty – Prime	
304 ImageCast Precinct Annual Hardware Warranty – 320C	
Total Year 5 Hardware Warranty	\$90,739.28
TOTAL YEAR 5 ANNUAL LICENSE AND WARRANTY	\$292,193.81

TOTAL PURCHASE COST OF 1-6 ABOVE				\$5,358,200.53
SHIPPING				\$178,675.00
LESS DISCOUNT				(\$1,560,767.49)
GRAND TOTAL				\$3,976,108.04

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7. OPTIONAL ITEMS (Phase 9):

Product Name	Description	Qty	Unit Price	Extension
ICP External Wireless Modem Kit		282	\$299.00	\$84,318.00
Remote UOCAVA Module (400K – 600K) Software		1	\$30,000.00	30,000.00
Mobile Ballot Printing Module (400K-600K) Software		1	\$15,000.00	\$15,000.00
MBP Kit #2 Portable High Volume	Includes OKI C712dn, Dell e3480 Laptop, USB printer cable, 19" printer tray.	20	\$5,800.00	\$116,000.00
ImageCast X Kit – Prime BMD	Includes ICX Prime 21" tablet with one backup battery, Ballot marking printer, three voter smart cards, 6' USB A to B cable, 12-month hardware warranty, 12-month firmware application license	25	\$3,500.00	\$87,500.00
ImageCast Precinct Tabulator (321C)	Includes Tabulator/Scanner, Internal battery, thermal printer with paper roll, 12-month hardware warranty, 12-month firmware software application license, 2 16GB Flash memory cards, 2 I-Buttons, RJ11 phone cable 25'.	25	\$3,900.00	\$97,500.00
System Acceptance Testing		8	\$1,500.00	\$12,000.00
Training		2	\$1,500.00	\$3,000.00
Estimated Shipping				\$25,000.00
TOTAL PURCHASE COST				\$470,318.00
LESS DISCOUNT				(\$133,595.40)
Year 1 Purchase Total				\$336,722.60

OPTIONAL ITEMS ANNUAL LICENSES AND WARRANTY

Product Name	Annual Cost
Year 2 Optional Items Annual License	
1 Mobile Ballot Printing Annual Software License Fee (400K-600K)	
1 Remote UOCAVA Module Annual Software License Fee (400K-600K)	
25 ImageCast X Annual Firmware License – Prime	
25 ImageCast Precinct Annual Firmware License – 320C	
Total Year 2 Annual Licenses	\$12,100.00

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Year 2 Optional Items Warranty	
25 ImageCast X Annual Hardware Warranty - Prime	
25 ImageCast Precinct Annual Hardware Warranty – 320C	
20 MBP #2 OKI C712 Annual Hardware Warranty	
Total Year 2 Warranty	\$10,400.00
TOTAL YEAR 2 ANNUAL LICENSE AND WARRANTY	\$22,500.00

Product Name	Annual Cost
Year 3 Optional Items Annual License	
1 Mobile Ballot Printing Annual Software License Fee (400K-600K)	
1 Remote UOCAVA Module Annual Software License Fee (400K-600K)	
25 ImageCast X Annual Firmware License – Prime	
25 ImageCast Precinct Annual Firmware License – 320C	
Total Year 3 Annual Licenses	\$12,705.00
Year 3 Optional Items Warranty	
25 ImageCast X Annual Hardware Warranty - Prime	
25 ImageCast Precinct Annual Hardware Warranty – 320C	
20 MBP #2 OKI C712 Annual Hardware Warranty	
Total Year 3 Warranty	\$10,920.00
TOTAL YEAR 3 ANNUAL LICENSE AND WARRANTY	\$23,625.00

Product Name	Annual Cost
Year 4 Optional Items Annual License	
1 Mobile Ballot Printing Annual Software License Fee (400K-600K)	
1 Remote UOCAVA Module Annual Software License Fee (400K-600K)	
25 ImageCast X Annual Firmware License – Prime	
25 ImageCast Precinct Annual Firmware License – 320C	

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Total Year 4 Annual Licenses	\$13,340.25
Year 4 Optional Items Warranty	
25 ImageCast X Annual Hardware Warranty - Prime	
25 ImageCast Precinct Annual Hardware Warranty – 320C	
20 MBP #2 OKI C712 Annual Hardware Warranty	
Total Year 4 Warranty	\$11,466.00
TOTAL YEAR 4 ANNUAL LICENSE AND WARRANTY	\$24,806.25

Product Name	Annual Cost
Year 5 Optional Items Annual License	
1 Mobile Ballot Printing Annual Software License Fee (400K-600K)	
1 Remote UOCAVA Module Annual Software License Fee (400K-600K)	
25 ImageCast X Annual Firmware License – Prime	
25 ImageCast Precinct Annual Firmware License – 320C	
Total Year 5 Annual Licenses	\$14,007.26
Year 5 Optional Items Warranty	
25 ImageCast X Annual Hardware Warranty - Prime	
25 ImageCast Precinct Annual Hardware Warranty – 320C	
20 MBP #2 OKI C712 Annual Hardware Warranty	
Total Year 5 Warranty	\$12,039.30
TOTAL YEAR 5 ANNUAL LICENSE AND WARRANTY	\$26,046.56

TOTAL COST OPTIONAL ITEMS, ANNUAL LICENSE AND WARRANTY				\$433,700.41
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Total Contract Price	\$4,409,808.45
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**APPENDIX E
HARDWARE MAINTENANCE AND SOFTWARE LICENSE AGREEMENTS**

HARDWARE MAINTENANCE AGREEMENT

1. Definitions.

- 1.1. "Party" or "Parties" Dominion and Customer may hereinafter be referred to individually as a Party and collectively as the Parties.
- 1.2. "Hardware" means the Dominion hardware as described in Section 3.1 herein, including all documentation therefore.
- 1.3. "Specifications" means descriptions and data regarding the features, functions and performance of the Hardware, as set forth in user manuals or other applicable documentation provided by Dominion.
- 1.4. "Third-Party Products" means any software or hardware obtained from third-party manufacturers or distributors and provided by Dominion hereunder.

2. SCOPE OF SERVICE

2.1 Services. Dominion shall repair or replace the Hardware so that each item thereof operates in conformity in all material respects with its Specifications, so long as such Hardware is operated with its designated software and with Third-Party Products (if applicable) approved by Dominion for use with the Hardware. If any Hardware items listed in Section 3.1 fails to operate in conformity with the Specifications during the Agreement term, Dominion shall fully repair or, at Dominion's sole option, replace the Hardware.

The following conditions apply to the Services:

2.1.1 Customer shall bear the shipping costs to return the malfunctioning item of Hardware to Dominion, and Dominion shall bear the costs for ground-shipping the repaired or replaced item of Hardware to Customer. Shipping costs are based on ground service rates. If faster shipping service is required, the shipping cost shall be at the Customer's expense.

2.1.2 Repairs will be conducted and parts replaced at the Dominion repair depot, followed by a preventative maintenance inspection.

2.1.3 The following services are among those not covered by this Agreement, but may be available at Dominion's current time and material rates:

- a. Replacement of consumable items including but not limited to batteries, paper rolls, ribbons, seals, smart cards, and removable memory devices, disks, etc.;
- b. Repair or replacement of Hardware damaged by accident, disaster, theft, vandalism, neglect, abuse, or any improper usage;
- c. Repair or replacement of Hardware modified by any person other than those expressly authorized in writing by Dominion;

- d. Repair or replacement of Hardware products from which the serial numbers have been removed, defaced or changed.

2.1.4 In the event Dominion discovers that the Hardware returned by the Customer is not malfunctioning and is working in compliance with its Specification, Customer shall be responsible for the cost of shipping the item back to the Customer and for repayment of the time and material required to examine the Hardware at Dominion's then current rates.

3. TERM AND TERMINATION

3.1 Term. Subject to earlier termination as described below, and unless otherwise agreed in writing by the Parties, this Agreement shall have a term of two (2) years commencing on the Effective Date of July 29, 2019 and ending on the second anniversary of the Effective Date. The customer may request a one-year extension in writing to the company, 30 days prior to anniversary and subject to a price increase.

3.2 Termination. Either Party may terminate this Agreement prior to the expiration of its term if the other Party has materially breached any provision of this Agreement and such breach has remained uncured for at least thirty (30) days following written notice thereof.

4. WARRANTIES DISCLAIMER, LIMITATIONS OF LIABILITY

4.1 Warranties Disclaimer. Except as specifically described in Section 2.1 of this agreement, Dominion disclaims all warranties whether written, oral, express, implied or statutory with respect to the products or services, including all warranties and conditions of merchantability and fitness for a particular purpose, or arising from a course of dealing, usage or trade practice.

4.2 Limitation of Liability. Dominion's total aggregate liability for any loss, damage, costs or expenses under or in connection with this Agreement, howsoever arising, including without limitation, loss, damage, costs or expenses caused by breach of contract, negligence, strict liability, breach of statutory or any other duty shall in no circumstances exceed the total dollar amount of the Agreement. Except as set forth in Appendix B, neither party shall be liable for any loss of profits, loss of business, loss of data, loss of use or any other indirect, incidental, special or consequential loss or damage whatsoever, howsoever arising, incurred by the other party or any third party, whether in an action in contract, negligence or other tort, even if the parties or their representatives have been advised of the possibility of such damages.

5. GENERAL PROVISIONS

5.1 Severability. If any provision hereof should be held invalid, illegal or unenforceable in any respect in any jurisdiction, then, to the fullest extent permitted by law, (i) all other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of the Parties as nearly as may be

possible and (ii) such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of such provision in any other jurisdiction.

5.2 Notices. Any notice by a Party under this Agreement shall be in writing and either personally delivered, delivered by email, facsimile or sent via reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested. Notices shall be sent to the address of the Parties set forth in the first paragraph hereof, or in any case to such other address of which either Party may from time to time notify the other in accordance with this Section 6.3. All notices shall be deemed effective on the date of actual receipt.

5.3 Governing Law and Jurisdiction. The validity, construction and interpretation of this Agreement, and the rights and duties of the Parties, shall be governed by and construed in accordance with the laws of the Customer's state identified on Page 1 of this Agreement.

5.4 No Waiver. The waiver by either Party of a breach of a default of any provision of this Agreement by the other Party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by such Party.

5.5 Section Headings. Captions and section headings hereof are for reference purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

5.6 Force Majeure. Neither Party shall be liable in damages, or shall be subject to termination of this Agreement by the other Party, for any delay or default in performing any obligation hereunder if that delay or default is due to any force majeure event, including without limitation any natural disaster, act of any government or other authority or statutory undertaking, act of terrorism, industrial dispute, fire, explosion, accident, power failure, flood, riot or war (declared or undeclared); provided that, in order to excuse its delay or default hereunder, a Party shall notify the other of the force majeure event, specifying the nature and particulars thereof and the expected duration thereof; and provided, further, that within fifteen (15) calendar days after the termination of force majeure event, such Party shall give notice to the other Party specifying the date of termination thereof.

5.7 Third-Party Beneficiary. No person shall be a third-party beneficiary pursuant to this Agreement. No obligation of Dominion or Customer may be enforced against Dominion or Customer, as applicable, by any person not a party to this Agreement.

5.8 Execution in Counterparts. This Agreement may be executed in counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument.

SOFTWARE LICENSE AGREEMENT

1. Definitions.

1.1. "Party" or "Parties" Licensor and Licensee may hereinafter be referred to individually as a Party and collectively as the Parties.

1.2. "Software" means software and firmware licensed by Licensor hereunder, in object code form, including all documentation therefore.

1.3. "Specifications" means descriptions and data regarding the features, functions and performance of the Software, as set forth in user manuals or other applicable documentation provided by Licensor.

1.4. "Third-Party Products" means any software or hardware obtained from third-party manufacturers or distributors and provided by Licensor hereunder.

2. **Term.** This Agreement is effective as of the Effective Date and expires on the day before the first anniversary of the Effective Date ("Initial Period"), unless earlier terminated or extended as provided herein. After the Initial Period, Licensee may extend the effectiveness of this Agreement for up to four (4) years ("Software Renewal Term") by paying the Annual Software License Fee set forth in Schedule A of the Agreement within thirty (30) days of receiving an invoice from Licensor. The period during which this Agreement is in effect is referred to herein as the "Term". On expiration of the Term (a) the licenses granted in this Agreement will automatically terminate, (b) Licensee shall cease any further use of the Software, and (c) return the Software pursuant to Section 12 herein. Notwithstanding such expiration or termination, Section 4 (Payment) to the extent any payment is due and Section 7 (Confidential Information) will survive any expiration or termination of this Agreement in accordance to their respective terms. The terms of this Agreement that do not survive expiration or termination will nonetheless be effective in determining the Parties' rights and obligations for events taking place before such expiration or termination.

3. License Terms.

3.1. License to Software. Subject to the terms of this Agreement, Licensor grants Licensee a non-exclusive, non-transferrable license to use the Software solely for the Licensee's own internal business purposes and solely in conjunction with the Software and hardware. This License shall only be effective during the Term and cannot be transferred or sublicensed. This License includes the types and numbers of copies specified in Schedule A of the Software identified therein.

3.2. Print Copyright License. Subject to the Print Copyright License terms and conditions as defined in Schedule B to this Agreement, Licensor grants to Licensee a non-exclusive, non-transferable print copyright license as defined in Schedule B.

3.3. Third-Party Products. Subject to the terms of this Agreement and when applicable, Licensor agrees to sublicense any software that constitutes or is contained in Third-Party Products, in object code form only, to Licensee for use during the Term as part of the System for the purposes described in Section 3.1 of

this Agreement. This sublicense is conditioned on Licensee's continued compliance with the terms and conditions of the end-user licenses contained on or in the media on which such software is provided.

3.4. **No Other Licenses.** Other than as expressly set forth in this Agreement, (a) Licensor grants no licenses, expressly or by implication, and (b) Licensor's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party. Without limiting the foregoing sentence, Licensee agrees to use each copy of the Software outlined in Schedule A hereto, with which the copy is supplied, agrees not to use any Software as a service bureau for elections outside the Licensee's jurisdiction and agrees not to reverse engineer or otherwise attempt to derive the source code of any Software. The Licensee shall have no power to transfer or grant sub-licenses for the Software. Any use of all or any portion of the Software not expressly permitted by the terms of this Agreement is strictly prohibited.

4. Payment. In consideration of the grant of the license, the Licensee shall pay Licensor the Annual Software License Fee set forth in Schedule A of the Agreement within thirty (30) days of receiving an invoice from Licensor. Licensee is responsible for all sales, excise, personal property or other taxes or duties on the amounts paid or products or services provided under this Agreement. If Licensee is exempt from such taxes or duties, Licensee shall provide Licensor with a tax exemption certificate.

5. Upgrades and Certification. During the Term, Licensor may provide upgrades to Licensee under the following terms and conditions.

5.1. **Upgrades.** In the event that Licensor, at its sole discretion, certifies a software upgrade under the applicable provisions of the election laws and regulations of the Licensee's State, Licensor may make the certified software upgrade available to the Licensee. The Licensee shall bear the costs and labor of installing the software upgrade.

5.2. **Certification Requirement.** Notwithstanding any other terms of this Agreement, Licensor shall not provide, and shall not be obligated to provide under this Agreement any upgrade, enhancement or other software update that has not been certified under the applicable provisions of the election laws and regulations of the Licensee's State.

6. Warranties. The following warranties will apply to all Software during the Term.

6.1. **Software.** Licensor warrants that the Software, for a period of one (1) year following delivery to the Licensee, will function substantially in accordance with the Specification. If the Licensee believes that the Software is not functioning substantially in accordance with the Specifications, the Licensee shall provide Licensor with written notice of the material failure within thirty (30) days of discovering the material failure, provided that the Licensee can reproduce the material failure to Licensor. The Licensee's exclusive remedy under this warranty shall be, at Licensor's sole option (a) return of the Annual Software License Fee set forth in Schedule A paid by the Licensee (if any) for the Software, or (b) Licensor shall use reasonable efforts to correct the material failure of the Software. The

foregoing warranty shall be void in the event of the Software (i) having been modified by any party other than Licensor or (ii) having been used by the Licensee for purposes other than those for which the Software was designed by Licensor. If Licensor establishes that the reported material failure is not covered by the foregoing warranty, the Licensee shall be responsible for the costs of Licensor's investigative and remedial work at Licensor's then current rates.

6.2. Third-Party Products. The warranties in this Section 6 do not apply to any Third-Party Products. However, to the extent permitted by the manufacturers of Third-Party Products, Licensor shall pass through to Licensee all warranties such manufacturers make to Licensor regarding the operation of such Third-Party Products.

6.3. NO OTHER WARRANTIES. LICENSOR DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

7. Confidential Information. Licensee acknowledges that the Software and related documentation (collectively, the "Information") (i) constitutes confidential and proprietary trade secrets, disclosure of which would materially injure Licensor's business and competitive position, and (ii) is exempt from disclosure under, the terms of any applicable freedom of information, open public records act or similar statute ("FOIA Statute"). Licensee therefore agrees, to the maximum extent permitted by law, to keep confidential and not to disclose any of the Information to any other person or entity, or use such Information for any purpose other than as expressly permitted by this Agreement. Licensee shall limit disclosure to employees of Licensee having a need to know to perform their duties to Licensee who have agreed in writing to be bound by the restrictions of this Section 7. In the event Licensee receives a request for Information under the FOIA Statute, Licensee shall inform Licensor of such request within ten (10) days of Licensee's knowledge or such shorter period as necessary under the FOIA Statute to avoid prejudice to Licensor's ability to oppose disclosure. In the event Licensee is nonetheless required by law to disclose any of the Information, Licensee shall give written notice to Licensor at the earlier of (i) twenty (20) business days prior to disclosure or (ii) such longer period as may be required by applicable law.

8. Prohibited Acts. The Licensee shall not, without the prior written permission of Licensor:

8.1. Transfer or copy onto any other storage device or hardware or otherwise copy the Software in whole or in part except for purposes of system backup;

8.2. Reverse engineer, disassemble, decompile, decipher or analyze the Software in whole or in part;

8.3. Alter or modify the Software in any way or prepare any derivative works of the Software or any part of parts of the Software;

8.4. Alter, remove or obstruct any copyright or proprietary notices from the Software, or fail to reproduce the same on any lawful copies of the Software.

9. Limitation of Liability. Licensor's total aggregate liability for any loss, damage, costs or expenses under or in connection with this Agreement and in connection with the Software howsoever arising, including without limitation loss, damage, costs or expenses caused by breach of contract, negligence, strict liability, breach of statutory or any other duty shall in no circumstances exceed the License fee paid by the Licensee to Licensor under this Agreement. Except as set forth in Appendix B, neither party shall be liable for any loss of profits, loss of business, loss of data, loss of use or any other indirect, incidental special or consequential loss or damage whatsoever, howsoever arising, incurred by either Party or any third party, whether in an action in contract, negligence or other tort, even if the parties or their representatives have been advised of the possibility of such damages.

10. Force Majeure. Licensor's obligations hereunder will be suspended so long as its performance is impeded or prevented by causes beyond Licensor's reasonable control, including natural disasters, embargoes, acts of war (including terrorist attacks), labor disturbances and acts or regulations of governmental entities.

11. Termination for Cause. If either Party materially breaches this Agreement and does not cure the breach within 30 days after receiving written notice of the breach from the non-breaching Party, the non-breaching Party may terminate this Agreement as of a termination date specified in that notice or in a subsequent notice delivered within the 30-day period. If the breach cannot be completely cured within the 30-day period, no default will occur if the Party receiving the notice begins curative action within the 30-day period and thereafter proceeds with diligence and in good faith to cure the breach as soon as practicable.

12. Return of Software. Upon termination or expiration of this Agreement, Licensee shall (i) forthwith return to Licensor all Software in its possession or control, or, if so requested by Licensor, destroy all such Software from any electronic media, and certify in writing to Licensor that it has been destroyed.

13. Miscellaneous.

13.1. Assignment. Neither Party may assign any rights or delegate any obligations under this Agreement without the prior written consent of the other Party; provided that Licensor may subcontract Services upon 30 days' prior written notice to Licensee. Any attempted assignment in violation of this Section 13.1 will be null and void.

13.2. Severability. If any term of this Agreement is held to be unenforceable, the other terms of this Agreement will be enforced to the fullest extent permitted by law.

13.3. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

13.4. Governing Law. This Agreement will be construed under the laws of the Customer's state identified on Page 1 of this Agreement, and the state and federal courts within the Customer's state shall have non-exclusive jurisdiction for all actions to enforce this Agreement.

13.5. Waiver. No waiver or failure by a Party to assert any right under this Agreement on any one occasion will operate as a waiver of any other right on that occasion or any right on any other occasion.

13.6. Notices. All notices under this Agreement will be delivered personally, email, sent by nationally recognized express courier or sent by certified or registered U.S. mail, return receipt requested, to the addresses set forth on Page 1. Notices will be deemed effective on personal receipt, receipt of such electronic facsimile confirmation, two days after such delivery by courier or such mailing by U.S. mail.

13.7. Interpretation. This Agreement, including all Schedules, is the complete and final expression of the Parties' agreement regarding its subject matter and supersedes all prior or contemporaneous communications or agreements, written or oral, by the Parties regarding such subject matter. In the event of any conflict between these Terms and Conditions and any provisions set forth in any other part of this Agreement, these Terms and Conditions will prevail. No amendment or supplement to this Agreement is effective unless in writing and signed by both Parties' authorized representatives. The word "include" (or any of its derivatives) is deemed to be followed in all contexts by the words "without limitation." Headings are included for convenience and will be ignored in interpreting this Agreement.

13.8. No Third Party Beneficiaries. Licensor and Licensee agree that this Agreement is for the benefit of the parties hereto and is not intended to confer any rights or benefits on any third party, and that there are no third-party beneficiaries of this Agreement or any part or specific provision of this Agreement, and no third party shall have any right to enforce this Agreement or any provision hereof.

PRINT COPYRIGHT LICENSE TERMS AND CONDITIONS

1. Definitions.

- 1.1. "Derivative Works" shall mean any work that is based upon or derived from the Licensor's voting systems' ballots, including without limitation, sample ballots and voting booklets.
- 1.2. "Voting Systems' Ballots" shall mean any ballot created for use with any voting system owned or licensed by the Licensor.

2. Print Copyright License and Use.

- 2.1. Copyright License Grant. Licensor grants to the Licensee a non-exclusive, non-transferable copyright license to print, reproduce, distribute or otherwise copy the Licensor's Voting Systems' Ballots or any Derivative Works (collectively the "Materials") pursuant to the terms and conditions of this Schedule A.
- 2.2. Copyright License Use. Other than as expressly set forth herein, (a) Licensor grants no other licenses, expressly or by implication, (b) Licensor's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party, and (c) the copyright license granted herein cannot be transferred or sublicensed and the Voting Systems' Ballots or Derivative Works cannot be reproduced by any third party without the prior written consent of the Licensor, including without limitation:
 - (i) any commercial or non-commercial printer
 - (ii) any third party vendor using ballot on demand system.
- 2.3. Rights and Interests. All right, title and interest in the Material, including without limitation, any copyright, shall remain with the Licensor.

3. No Copyright Warranties. LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

STATE OF ALASKA

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

1. Agency Contract Number CT 190001019
2. IRIS or DGS Solicitation Number (if used) RFP 190000050/UAE RAP 2022 0001 4971
3. Optional Renewal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Years remaining _____
4. Agency Unit and Appropriation Code
5. IRIS GAE Number (if used)
6. Amendment No. One

This agreement is between the State of Alaska,

7. Department of
Office of the Lieutenant Governor, Division of Elections hereafter the State, and

8. Contractor
Dominion Voting Systems, Inc. hereafter the Contractor

Mailing Address Street or P.O. Box City State ZIP Code
1201 18th Street, Suite 210, Denver, CO 80202

9. Original period of performance FROM: August 5, 2019 TO: August 4, 2024

10. Amended period of performance FROM: August 5, 2019 TO: August 4, 2024

11. Previous amount of contract to date: \$4,409,808.45

12. Amount of this amendment: \$336,600.00

13. This amended contract shall not exceed a total of \$4,746,408.45

14. In accordance with the provisions of the above referenced contract, the parties to that contract agree that the services to be performed by the contractor under the contract are amended as follows: All other terms and conditions of the contract remain in effect. (Use reverse for continuation of amended provisions if necessary.)

In full consideration of the contractor's performance under and including this amendment, the State shall pay the contractor a new total not to exceed \$4,746,408.45.

This amendment is for the procurement of election management software to enhance the existing Democracy Suite Election Management Software with a Ranked Choice Voting (RCV) module. The amendment amount of \$336,600.00 is made up of the following items: Rank Choice Voting Module Support Services – On-site Services Non-Election Day (4), On-site Services – Election Week (1), Training (2), Rank Choice Voting Annual Software License Fee for Year 2 and Year 3.

All original contract terms and conditions still remain in effect.

IN WITNESS WHEREOF the parties hereto have executed this amendment.

NOTICE! This amendment has no effect until signed by the head of the contracting agency, procurement officer or designee.

15. CONTRACTOR		17. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815 - .820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm Dominion Voting Systems, Inc.			
Signature of Authorized Representative 	Date 9/27/21		
Typed or Printed Name of Authorized Representative John Poulos			
Title President & CEO		Signature of Head Contracting Agency or Designee 	
16. CONTRACTING AGENCY		Date 10/11/2021	
Department/Division OOLG/Division of Elections		Typed or Printed Name of Authorizing Official R. Shawn Henderson	
Signature of Project Director 	Date 10/5/2021	Title Administrative Services Director	
Typed or Printed Name of Project Director Gail I-enumai			
Title Project Director			

BALLOT CHAIN OF CUSTODY- URBAN PRECINCTS

Chain of custody documentation must be completed and signed by bipartisan teams of at least two election officials or division employees anytime ballots or voting materials are in their possession. Election officials ensure that all security seals and tamper-evident seals are verified and applied, and material transfer logs are signed prior to transportation. Chain of custody and security logs are maintained according to the division's record retention schedule.

Director's Office sends encrypted ballot images and ballot stub numbers to certified print shop



Regional Election Supervisor receives ballots from printer and verifies stub numbers



Precinct chairperson picks up materials and completes Official Ballot Receiving Checklist



Ballots are issued to verified voters



Marked ballots are secured inside ballot box until polls close



Poll workers complete Ballot Accountability Report numbers

- Ballots issued by Regional Elections Supervisor
- People who voted
- Ballots used, unused, and spoiled
- Voter signatures

Ballots are transferred to Regional Election Supervisor



Ballots picked up by contracted courier and sent on the next flight to the Director's Office in Juneau



Chain of custody information is verified



Chain of custody maintained



REMOTE PRECINCTS

Ballots used in remote precincts are sent and received via USPS. Materials are sealed in tamper-evident envelopes and locked in containers. We utilize:

- signature receipt confirmation
- package tracking
- signed check-in log for ballots and materials

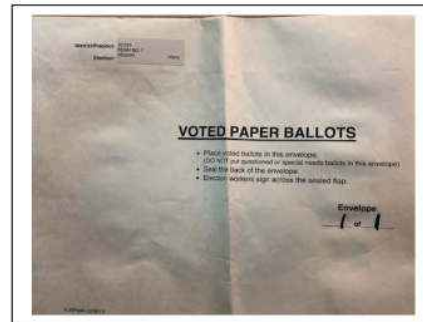
SECURE VOTED BALLOTS - HANDCOUNT

(Precincts that scan results turn this card over)

Have results been counted, recorded, and called in? (Closing Job Card 4)

Step 1: Place all voted paper ballots into the envelope labeled "VOTED PAPER BALLOTS".

- **Seal the Voted Ballot Envelope** - All election officials **MUST SIGN** across the SEALED FLAP.
- **Number the Voted Ballot Envelope(s)**
Example: (1 of 1) or (1 of 2 and 2 of 2).



Step 2: Place all sealed Voted Paper Ballot envelope(s) into the appropriate canvas bag.

- Precincts that return supplies by mail secure the Voted Paper Ballot envelope(s) in the **GREEN** bag and return as instructed.

CLOSING JOB CARD 5
SECURING VOTED BALLOTS

SECURE VOTED BALLOTS – PRECINCT SCANNER

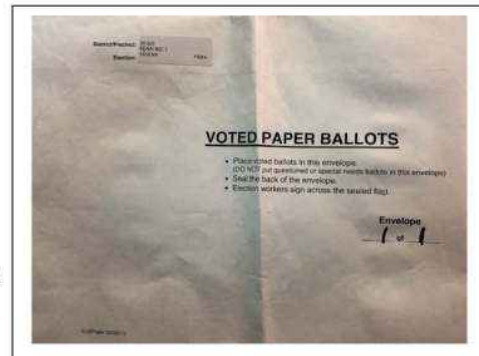
(Precincts that hand count results turn this card over)

Once all your unused ballots for destruction are secured and your ballot stubs are placed in the ballot stub envelope (**Closing Job Card 1**), you may open the ballot box and secure your voted ballots.

Step 1: Check emergency bin and scan those ballots. If any ballot won't scan, place it in the Uncounted Ballot Envelope.

Step 2: Remove all voted scanned ballots from the main ballot box compartment and place into the envelope labeled "VOTED PAPER BALLOTS."

- **Seal the Voted Ballot Envelope** - All election officials **MUST SIGN** across the SEALED FLAP.
- **Number the Voted Ballot Envelope(s)**
Example: (1 of 1) or (1 of 2 and 2 of 2).



Step 3: Place all sealed Voted Ballot envelope(s) into the appropriate canvas bag.

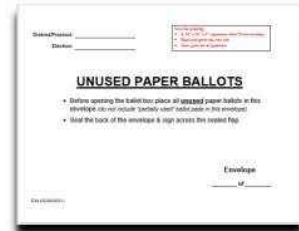
- Precincts that return supplies by mail secure the Voted Ballot envelopes in the **GREEN** bag and return.
- Precincts that return supplies to a HUB Site or Regional Office location secure their Voted Ballots in the **BLACK** duffle bag.

SECURE UNUSED BALLOTS & STUBS

Step 1. Provide the First Unused Ballot Stub Number and the Last Ballot Stub Number Used to the Election Official who is completing the Closing Job Card **Ballot Accountability Job Card 7**

Step 2. Completely Unused Ballot Pads

- Return by Mail Precincts:** For the pads of ballots that have not had any ballots removed, seal these into the E34 Unused Ballot Envelope (return in the **RED** bag). For large quantities, place Unused ballots back in the box they were shipped in and place a postage paid return label on the box, tape shut and mail.
- Return in Person Precincts:** Tape the box closed and secure with a **Tamper Proof Seal** and return to the election supervisor.



Step 3. Preparing Ballot Stubs

Completely Used Ballot Pads:

- Return the top narrow stub from the pads where all ballots were used.

Partially Used Ballot Pads:

- Return the stubs from partially used ballot pads. Keep the partially used pad available for completing the Ballot Accountability. Tear the bottom half of the ballots off the pad and discard the bottom half. Put the top half of the ballots, still attached to the narrow stub, in the Ballot Stubs envelope.
- Seal the envelope and sign across the flap.

Return by Mail Precincts: Place sealed Ballot Stub envelope into the **GREEN** bag if you mail back your supplies.

Return in Person Precincts: Place the sealed Ballot Stub envelope into the **RED** or **BLUE** supply bag if your precinct returns your materials in person to the election supervisor or Hub location.

Spoiled Ballots MUST be recorded.

If a voter makes an error on their ballot the voter may receive a replacement ballot. A voter may only be issued up to **two** replacement ballots of any combination (paper or voting tablet).

Step 1: Record that the ballot was spoiled on the "Spoiled Ballot Envelope Log".

Step 2: Instruct the voter to tear up the spoiled or mismarked ballot and place it into the Spoiled Ballot Envelope.

Step 3: Issue the voter a new ballot. Only issue one replacement ballot at a time.

Spoiled Ballot Envelope Log
(Place *ONLY* torn Spoiled Ballots in this envelope)

Election: 20GENR
District/Precinct: 01-446 AURORA

1. Make a check mark in the appropriate Ballot Spoiled column, either a regular (preprinted stubbed) ballot or a voting tablet ballot.
2. After the polls are closed, add up the total of spoiled ballots (*Exception Do Not Include the Voting Tablet Ballots*) and write that number on line (5) of the Ballot Accountability.

Official Initials	Regular Ballots ✓	Voting Tablet Ballots ✓
AJM	✓	
jj	✓	
AR		✓
Total Spoiled Ballots	2	

E11 (03/06/21)

DIVISION OF ELECTIONS 03/30/2023 HSTA RESPONSE
ATTACHMENT G

_Sec. 15.05.020. Rules for determining residence of voter.

For the purpose of determining residence for voting, the place of residence is governed by the following rules:

(1) A person may not be considered to have gained a residence solely by reason of presence nor may a person lose it solely by reason of absence while in the civil or military service of this state or of the United States or of absence because of marriage to a person engaged in the civil or military service of this state or the United States, while a student at an institution of learning, while in an institution or asylum at public expense, while confined in public prison, while engaged in the navigation of waters of this state or the United States or of the high seas, while residing upon an Indian or military reservation, or while residing in the Alaska Pioneers' Home or the Alaska Veterans' Home.

(2) The residence of a person is that place in which the person's habitation is fixed, and to which, whenever absent, the person has the intention to return. If a person resides in one place, but does business in another, the former is the person's place of residence. Temporary work sites do not constitute a dwelling place.

(3) A change of residence is made only by the act of removal joined with the intent to remain in another place. There can only be one residence.

(4) A person does not lose residence if the person leaves home and goes to another country, state, or place in this state for temporary purposes only and with the intent of returning.

(5) A person does not gain residence in any place to which the person comes without the present intention to establish a permanent dwelling at that place.

(6) A person loses residence in this state if the person votes in another state's election, either in person or by absentee ballot, and will not be eligible to vote in this state until again qualifying under AS 15.05.010.

(7) The term of residence is computed by including the day on which the person's residence begins and excluding the day of election.

(8) The address of a voter as it appears on the official voter registration record is presumptive evidence of the person's voting residence. This presumption is negated only if the voter notifies the director in writing of a change of voting residence.

From: Kimberly Smith
Sent: Friday, April 14, 2023 4:45 AM AKDT
To: Beecher, Carol L (GOV); Thompson, Michaela R (GOV); taranisha07_poa@yahoo.com; vange.tauoa@gmail.com; afontes@azsos.gov; Janine Petty; Dwight Shellman; rloy@deltacounty.com; gabe.rosenberg@ct.gov; Timothy DeCarlo; Anthony Albence; Monica Evans; Maria.Matthews@DOS.myflorida.com; Paul Lux; Nancy Boren; maria.pangelinan@gec.guam.gov; Guam; pattyweeks@co.nezperce.id.us; Brad King; Nicole Browne; D. Pliner; bryan.caskey@ks.gov; jshew@douglascountyks.org; Jenni Scutchfield; Jeff Hancock; Kyle Ardoin; nikki.charlson@maryland.gov; Andrew Dowd; Timaka James-Jones; Batina Dodge; dixonl@hillcounty.us; Andrew Buller; brian.kruse@votedouglascounty-ne.gov; tami.spero@humboldtcountynv.gov; Patricia Piecuch; Lauren Zyriek; bthompson@co.hunterdon.nj.us; Mandy.Vigil@state.nm.us; Douglas Kellner; abramb@chqgov.com; Michael.Dickerson@mecklenburgcountync.gov; erika.white58501@gmail.com; ejohnsrud@co.mckenzie.nd.us; agrandjean@ohiosos.gov; Brian Sleeth; Carol Morris; RogerMillsCounty@elections.ok.gov; molly.woon@sos.oregon.gov; Derrin Robinson; Kori House; Norma Figueroa Morales; beredondo@cee.pr.gov; kplacencia@sos.ri.gov; Nicholas Lima; Rachel.Soulek@state.sd.us; Carri Crum; mark.goins@tn.gov; Shelly Jackson; Rozan Mitchell; Caroline Fawkes; viadm@aol.com; Brenda Cabrera; Stuart Holmes; Lori Larsen; Lori Stottler
Subject: Optional Tour Registration Reminder

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Standards Board Members,

Friendly reminder that today is the last day to register for the optional tour of the Maricopa County Tabulation & Elections Center and Runbeck's facility. Register here: <https://survey.alchemer.com/s3/7291862/Standards-Board-Option-Tours-Registration>. We look forward to seeing you all next week and please let us know if you have any questions.

Thank you,
Kim

Kimberly Smith | Alternate Designated Federal Officer (ADFO), EAC Standards Board
U.S. Election Assistance Commission
633 3rd Street NW, Suite 200 | Washington, DC 20001
www.eac.gov

From: Beecher, Carol L (GOV)
Sent: Friday, April 14, 2023 8:17 AM AKDT
To: Thompson, Michaela R (GOV)
Subject: FW: ERIC report ready for certification

Hi Michaela,

Has this been assigned to you in the past? I'd like to have you (or whomever does it) walk me through it – next time. 😊

Thanks,
cb

From: Whitt, Sarah <sarah.whitt@ericstates.org>
Sent: Friday, April 14, 2023 8:11 AM
To: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>; Thompson, Michaela R (GOV) <michaela.thompson@alaska.gov>
Cc: Haas, Ericka <ericka.haas@ericstates.org>; Hamlin, Shane <shane.hamlin@ericstates.org>
Subject: ERIC report ready for certification

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Hi Carol and Michaela. We have a new process for certifying compliance with contact requirements in the ERIC Membership Agreement for Cross State and In State Update reports. Instead of the quarterly surveys we did previously, we will ask you to certify each report individually. We will still use Survey Monkey for the process, and will send you the survey link at the time the report is sent.

We just started this in April, so we need to catch up for reports sent out earlier this year. You received a Cross State report on January 9, 2023 and we are asking that you please certify that report now using the link below. The survey will ask you what month you received the report so we can track what report is being certified. If you plan on getting reports more than once this year, you can feel free to bookmark the survey as we will use the same links all year.

We ask that you do the certification as soon as possible. Technically under the membership agreement the certification for this report is due 4/19, but we realize we are a late in sending you the certification. So please just do your best to complete it as soon as you can.

Certification:

The ERIC membership agreement requires that you initiate contact with at least 95% of the voters on this report, to account for any records that you remove for being out of date or not applicable, within 90 days of requesting the report. You have until 10 days after the 90 days to certify you have met this requirement. Please use the link(s) below to provide this certification. Make sure to specify the month you received the report so we know which report is being certified.

- Cross State Survey: <https://www.surveymonkey.com/r/TDLL96D>

Thanks!!

Sarah Whitt
Systems and Data Specialist
Electronic Registration Information Center (ERIC)
202-993-3618
sarah.whitt@ericstates.org

From: Thompson, Michaela R (GOV)
Sent: Friday, April 14, 2023 8:40 AM AKDT
To: Beecher, Carol L (GOV)
Subject: RE: ERIC report ready for certification

I usually do this and I can take care of it. I can walk you through the next one. We are scheduled to get another cross state mailer report at the end of this month. It is a very simple report where we just tell them how many mailers we sent out.

Michaela R. Thompson

Administrative Operations Manager
State of Alaska, Division of Elections
Absentee and Petition Office
Phone: (907) 270-2700
Fax: (907) 270-2780



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From: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Sent: Friday, April 14, 2023 8:17 AM
To: Thompson, Michaela R (GOV) <michaela.thompson@alaska.gov>
Subject: FW: ERIC report ready for certification

Hi Michaela,

Has this been assigned to you in the past? I'd like to have you (or whomever does it) walk me through it – next time. 😊

Thanks,
cb

From: Whitt, Sarah <sarah.whitt@ericstates.org>
Sent: Friday, April 14, 2023 8:11 AM
To: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>; Thompson, Michaela R (GOV) <michaela.thompson@alaska.gov>
Cc: Haas, Ericka <ericka.haas@ericstates.org>; Hamlin, Shane <shane.hamlin@ericstates.org>
Subject: ERIC report ready for certification

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Hi Carol and Michaela. We have a new process for certifying compliance with contact requirements in the ERIC Membership Agreement for Cross State and In State Update reports. Instead of the quarterly surveys we did previously, we will ask you to certify each report individually. We will still use Survey Monkey for the process, and will send you the survey link at the time the report is sent.

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- Cross State Survey: <https://www.surveymonkey.com/r/TDLL96D>

Thanks!!

Sarah Whitt
Systems and Data Specialist
Electronic Registration Information Center (ERIC)
202-993-3618
sarah.whitt@ericstates.org

From: Beecher, Carol L (GOV)
Sent: Friday, April 14, 2023 8:41 AM AKDT
To: Thompson, Michaela R (GOV)
Subject: RE: ERIC report ready for certification

Sounds good. Thanks, Michaela.

cb

From: Thompson, Michaela R (GOV) <michaela.thompson@alaska.gov>
Sent: Friday, April 14, 2023 8:40 AM
To: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Subject: RE: ERIC report ready for certification

I usually do this and I can take care of it. I can walk you through the next one. We are scheduled to get another cross state mailer report at the end of this month. It is a very simple report where we just tell them how many mailers we sent out.

Michaela R. Thompson

Administrative Operations Manager
State of Alaska, Division of Elections
Absentee and Petition Office
Phone: (907) 270-2700
Fax: (907) 270-2780



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From: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Sent: Friday, April 14, 2023 8:17 AM
To: Thompson, Michaela R (GOV) <michaela.thompson@alaska.gov>
Subject: FW: ERIC report ready for certification

Hi Michaela,

Has this been assigned to you in the past? I'd like to have you (or whomever does it) walk me through it – next time. 😊

Thanks,
cb

From: Whitt, Sarah <sarah.whitt@ericstates.org>

Sent: Friday, April 14, 2023 8:11 AM

To: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>; Thompson, Michaela R (GOV) <michaela.thompson@alaska.gov>

Cc: Haas, Ericka <ericka.haas@ericstates.org>; Hamlin, Shane <shane.hamlin@ericstates.org>

Subject: ERIC report ready for certification

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Hi Carol and Michaela. We have a new process for certifying compliance with contact requirements in the ERIC Membership Agreement for Cross State and In State Update reports. Instead of the quarterly surveys we did previously, we will ask you to certify each report individually. We will still use Survey Monkey for the process, and will send you the survey link at the time the report is sent.

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- Cross State Survey: <https://www.surveymonkey.com/r/TDLL96D>

Thanks!!

Sarah Whitt
Systems and Data Specialist
Electronic Registration Information Center (ERIC)
202-993-3618
sarah.whitt@ericstates.org

Subject: ERIC Summer 2023 Meeting
Start: Friday, July 28, 2023 4:30 AM AKDT
End: Friday, July 28, 2023 9:00 AM AKDT
Location: South Carolina/Zoom (details enclosed)
Show Time As: Tentative
Organizer: Hamlin, Shane
Attendees: Hamlin, Shane, Adkins, Christina (TX), Albence, Anthony (DE), Beals, Susan (VA), Beecher, Carol L (GOV), Brater, Jonathan (MI), Choate, Judd (CO), Connor, Colleen (AZ), Cowley, Ryan (UT), Evans, Blake (GA), Evans, Monica (DC), Haas, Ericka, Holmes, Stuart (WA), Knapp, Howard (SC), Lamone, Linda (MD), Maeda, David (MN), Marks, Jonathan (PA), Matthews, Bernadette (IL), Packard, Melissa (ME), Placencia, Kathy (RI), Rosenberg, Gabe (CT), Sellers, Karen (KY), Senning, Will (VT), Tassinari, Michelle (MA), Vigil, Mandy (NM), Whitt, Sarah, Wlaschin, Mark (NV), Wolfe, Meagan (WI), Woon, Molly (OR), Zyriek, Lauren (NJ), Belant, Luke (OR), Belton, Shelly (MI), Bjornlund, Lori (VT), Brown, Taylor (KY), Burrows, Stacy (DC), Chybowski, Faith (RI), Dorsey, Melissa (MD), Flynn, Julie (ME), Giampola, Brittany (NJ), Hale, Wade (NJ), Harris, Jesse (GA), Hart, Kristi (TX), Kehoe, Robert (WI), Kelly, Amy (IL), Kirk, Jeremy (IL), Leach, Brian (SC), McBurney, Gregory (RI), McElyea, Staci (NV), Mitchell, Mark (UT), Morales, Yolanda (AZ), Paradise, Brett (MD), Scutchfield, Jenni (KY), Sink, Tammy (VT), Spikula, Deanna (NV), Stecklein, Vicky (CO), Steffen, Sally, Strother, Julie (MN), Stroud, Terri (DC), Swanger, Zane (PA), Thompson, Michaela R (GOV), Vitcenda, Jodi (WI), Whitmire, Chris (SC)

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Members,

The Executive Committee has set the summer ERIC meeting for July 28, 2023. We will convene in person in South Carolina the day after the NASED summer conference ends. A Zoom option is available for those who cannot attend in person (see below), but for those traveling to NASED we strongly encourage you to extend your stay by one night and attend our meeting in person.

Several of you will need an agenda to secure travel authorization. I will aim to get a tentative agenda out by early May.

Additional information and meeting materials for this meeting will be distributed as we get closer to July 28.

Finally, the start and end time may move a little, depending on the agenda conference hotel availability.

Thanks,

-Shane

Join Zoom Meeting

<https://us02web.zoom.us/j/84055884703?pwd=dUdSRHFpL3JKMTZ5aEwyVke4b3pGQT09>

Meeting ID: 840 5588 4703

Passcode: 393444

One tap mobile

+12532158782,,84055884703# US (Tacoma)

+12532050468,,84055884703# US

Dial by your location

- +1 253 215 8782 US (Tacoma)
- +1 253 205 0468 US
- +1 669 444 9171 US
- +1 669 900 6833 US (San Jose)
- +1 719 359 4580 US
- +1 346 248 7799 US (Houston)
- +1 408 638 0968 US (San Jose)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 646 876 9923 US (New York)
- +1 646 931 3860 US
- +1 689 278 1000 US
- +1 301 715 8592 US (Washington DC)

Meeting ID: 840 5588 4703

Find your local number: <https://us02web.zoom.us/j/kcDIzWX7Bz>

From: Montemayor, Tiffany (GOV)
Sent: Friday, April 14, 2023 10:58 AM AKDT
To: bbohrer@ap.org; Beecher, Carol L (GOV)
Subject: RE: Media request

Hi Becky,

The Division is still reviewing our membership in ERIC and no decisions have been made. We do not have a particular date set for a decision to be made.

Best,
Tiffany

Tiffany Montemayor
Public Relations Manager, Division of Elections
Office of the Lieutenant Governor
907.465.4611



From: Bohrer, Becky <bbohrer@ap.org>
Sent: Friday, April 14, 2023 10:55 AM
To: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>; Montemayor, Tiffany (GOV) <tiffany.montemayor@alaska.gov>
Subject: Media request

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Carol, Tiffany:

Has there been any decision made by the division at this time on the state's continued participation in ERIC?

Thank you.

Becky



Becky Bohrer
Juneau correspondent, The Associated Press
Office: 907-586-1515

Cell: 907-229-0371

Twitter: @beckybohrerap

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From: Kimberly Smith
Sent: Saturday, April 15, 2023 9:40 AM AKDT
To: abramb@chqgov.com; Andrew Dowd; afontes@azsos.gov; agrandjean@OhioSOS.Gov; Andrew Buller; Anthony Albence; Jocelyn Benson; Brad King; Bradford Raffensperger; bredondo@cee.pr.gov; Brenda Cabrera; bret.kelly@ncsbe.gov; brian.kruse@douglascounty-ne.gov; Brian Sleeth; bryan.caskey@ks.gov; bthompson@co.hunterdon.nj.us; Brittany Westfall; Brian Wood; cadkins@sos.texas.gov; Beecher, Carol L (GOV); Carol Morris; Caroline Fawkes; Carri Crum; Charles Holiday; Jay Ashcroft; cisco@sos.nv.gov; C.J. Garrison; Douglas Kellner; David Maeda; Dana Corson; Debby Erickson; Derrin Robinson; dixonl@hillcounty.us; Sandra Pinsonault; D. Pliner; Dwight Shellman; ejohnsrud@co.mckenzie.nd.us; erika.white58501@gmail.com; gabe.roseberg@ct.gov; Guy Mickley; Heidi Burhans; Heather Hawthorne; Howard Knapp; Timaka James-Jones; Melanie Clark; Jason Hancock; James Boggs; Jeff Hancock; Jenni Scutchfield; jesse.naiman1@wyo.gov; john.thurston@sos.arkansas.gov; joldfield@elections.il.gov; Janine Petty; jroebuck@miottawa.org; jshew@douglascountyks.org; julie.flynn@maine.gov; Kathleen Montejo; Kori House; kplacencia@sos.ri.gov; kristen.e.uyeda@hawaii.gov; kvarvel@azsos.gov; kwhite@co.albany.wy.us; Kyle Ardoin; Lauren Zyriek; Lori Larsen; LR Booth; Mandy.Vigil@state.nm.us; marengoprobate@gmail.com; Maria.Matthews@DOS.myflorida.com; maria.pangelinan@gec.guam.gov; mark.goins@tn.gov; Diane Meadows; meagan.Wolfe@wi.gov; Monica Evans; Michael.Dickerson@mecklenburgcountync.gov; michael.watson@sos.ms.gov; Thompson, Michaela R (GOV); Michelle.Tassinari@sec.state.ma.us; mike.spence@caddoclerk.com; Molly Woon (molly.woon@sos.oregon.gov); mupshaw@azsos.gov; Nancy Boren; Nicole Browne; Norma Figueroa Morales; nikki.charlson@maryland.gov; Nicholas Lima; pat.nakamoto@hawaiicounty.gov; Patricia Piecuch; pattyweeks@co.nezperce.id.us; Paul Lux; Rachel.Soulek@state.sd.us; Ralph Artigliere; rloy@deltacounty.com; robertd@pointing.com; RogerMillsCounty@elections.ok.gov; Rozan Mitchell; Batina Dodge; Shelly Jackson; stottlerl@janesvillewi.gov; Stuart Holmes; Susan Beals; Susan Lapsley; tami.spero@humboldtcountynv.gov; taranisha07_poa@yahoo.com; Timothy DeCarlo; Tonia Fernandez; ttunnell@azsos.gov; vange.tauoa@gmail.com; viadm@aol.com; Guam; Wes Allen; Will Senning
CC: Robin Sargent; Kristen Muthig
Subject: Standards Board Travel Information
Attachments: Parking Map.pptx

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Hello Standards Board Members,

In preparation for your trip to the Standards Board annual meeting, please review the following information:

AIRLINE FLIGHTS: National Travel began issuing tickets Wednesday, April 12. **In case of flight cancellation, delay, change, etc., please do not contact the airline directly -- Contact National Travel at 800-347-9779 or Robin Sargent at 202-360-2144.**

Ground Transportation: Helpful information on travel from Phoenix Sky Harbor International Airport to Downtown can be found here: <https://www.skyharbor.com/ground-transportation/>. Additional information on travel around downtown Phoenix is here: <https://www.visitphoenix.com/meetings/booking-a-meeting/convention-center/downtown-transportation/>.

Hotel: [Hyatt Regency Phoenix](#), 122 North Second Street, Phoenix, AZ 85004

Hotel Parking: See the attached map. **For overnight guests**, please stop at the valet for a pass to enter and exit the garage.

Agenda:
https://www.eac.gov/sites/default/files/standards_board/2023_Annual_Meeting_Agenda_PUBLIC.pdf

Hotel Meeting Area Floorplan:

<https://assets.hyatt.com/content/dam/hyatt/hyattdam/documents/2020/08/03/0957/Hyatt-Regency-Phoenix-Floor-Plans-English.pdf> Registration and all sessions on Tuesday, April 18 will be held on the first floor in the Regency Ballroom Foyer and Regency Ballroom. Those registered for optional tours should also plan to meet at the Regency Ballroom Foyer approximately 15 minutes prior to scheduled departure (Maricopa County Tour departs at 1:00pm and Runbeck tour at 1:30pm).

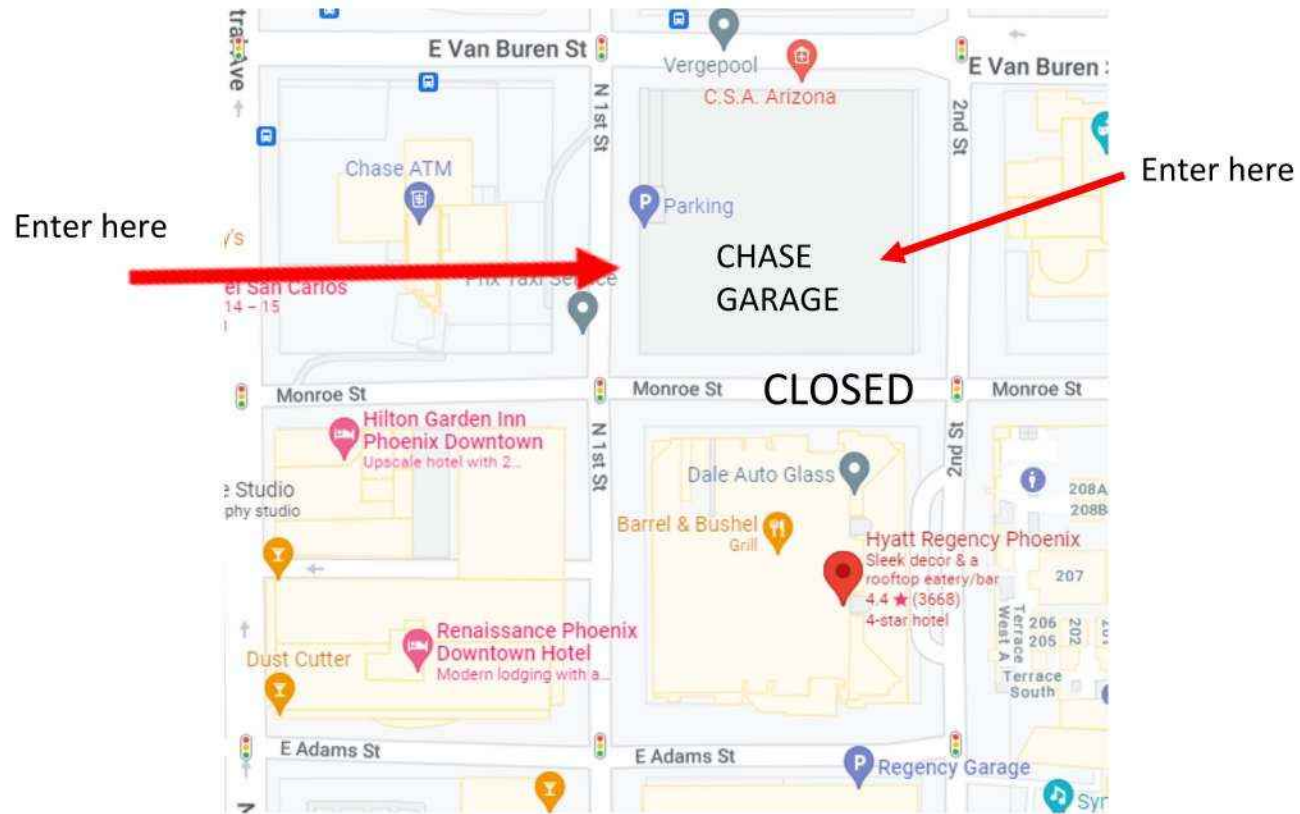
Local Attractions: <https://www.hyatt.com/en-US/hotel/arizona/hyatt-regency-phoenix/phxrp/area-attractions>

Important Note: EAC support staff will be onsite and available beginning Sunday, April 16 thru Thursday, April 20. Should you have any questions, please contact:

Kim Smith: 202-868-0353 – EAC staff
Sara Brady: 202-308-1809 – EAC staff
Kammi Foote: 202-740-7244 – EAC staff
Peter Bowles: 202-924-0820 – IT Specialist

Safe travels and we look forward to seeing you in Arizona!

Chase Garage – 201 North 1st St. Phoenix, AZ 85004



From: Kimberly Smith
Sent: Monday, April 17, 2023 4:52 AM AKDT
To: abramb@chqgov.com; Andrew Dowd; afontes@azsos.gov; agrandjean@OhioSOS.Gov; Andrew Buller; Anthony Albence; Jocelyn Benson; Brad King; Bradford Raffensperger; bredondo@cee.pr.gov; Brenda Cabrera; bret.kelly@ncsbe.gov; brian.kruse@douglascounty-ne.gov; Brian Sleeth; bryan.caskey@ks.gov; bthompson@co.hunterdon.nj.us; Brittany Westfall; Brian Wood; cadkins@sos.texas.gov; Beecher, Carol L (GOV); Carol Morris; Caroline Fawkes; Carri Crum; Charles Holiday; Jay Ashcroft; cisco@sos.nv.gov; C.J. Garrison; Douglas Kellner; David Maeda; Dana Corson; Debby Erickson; Derrin Robinson; dixonl@hillcounty.us; Sandra Pinsonault; D. Pliner; Dwight Shellman; ejohnsrud@co.mckenzie.nd.us; erika.white58501@gmail.com; gabe.roseberg@ct.gov; Guy Mickley; Heidi Burhans; Heather Hawthorne; Howard Knapp; Timaka James-Jones; Melanie Clark; Jason Hancock; James Boggs; Jeff Hancock; Jenni Scutchfield; jesse.naiman1@wyo.gov; john.thurston@sos.arkansas.gov; joldfield@elections.il.gov; Janine Petty; jroebuck@miottawa.org; jshew@douglascountyks.org; julie.flynn@maine.gov; Kathleen Montejo; Kori House; kplacencia@sos.ri.gov; kristen.e.uyeda@hawaii.gov; kvarvel@azsos.gov; kwhite@co.albany.wy.us; Kyle Ardoin; Lauren Zyriek; Lori Larsen; LR Booth; Mandy.Vigil@state.nm.us; marengoprobate@gmail.com; Maria.Matthews@DOS.myflorida.com; maria.pangelinan@gec.guam.gov; mark.goins@tn.gov; Diane Meadows; meagan.Wolfe@wi.gov; Monica Evans; Michael.Dickerson@mecklenburgcountync.gov; michael.watson@sos.ms.gov; Thompson, Michaela R (GOV); Michelle.Tassinari@sec.state.ma.us; mike.spence@caddoclerk.com; Molly Woon (molly.woon@sos.oregon.gov); mupshaw@azsos.gov; Nancy Boren; Nicole Browne; Norma Figueroa Morales; nikki.charlson@maryland.gov; Nicholas Lima; pat.nakamoto@hawaiicounty.gov; Patricia Piecuch; pattyweeks@co.nezperce.id.us; Paul Lux; Rachel.Soulek@state.sd.us; Ralph Artigliere; rloy@deltacounty.com; robertd@pointing.com; RogerMillsCounty@elections.ok.gov; Rozan Mitchell; Batina Dodge; Shelly Jackson; stottlerl@janesvillewi.gov; Stuart Holmes; Susan Beals; Susan Lapsley; tami.spero@humboldtcountynv.gov; taranisha07_poa@yahoo.com; Timothy DeCarlo; Tonia Fernandez; ttunnell@azsos.gov; vange.tauoa@gmail.com; viadm@aol.com; Guam; Wes Allen; Will Senning
CC: Thomas Hicks; Benjamin Hovland; Christy McCormick; Donald Palmer; Steven Frid; Amanda Joiner; Kristen Muthig; Kristen Lee; Heather Ford; Robin Sargent
Subject: Standards Board Committees

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Standards Board Members,

All members are encouraged to indicate their interest in serving on Standards Board committees via the committee interest survey: <https://survey.alchemer.com/s3/7294477/Standards-Board-Committee-Interest>. Members do not need to be present at the annual meeting to participate in committees. If you have not already, please complete the survey by **COB on Tuesday, April 18**.

Thank you,
Kim

Kimberly Smith | Alternate Designated Federal Officer (ADFO), EAC Standards Board
U.S. Election Assistance Commission
633 3rd Street NW, Suite 200 | Washington, DC 20001
www.eac.gov

From: Beecher, Carol L (GOV)
Sent: Monday, April 17, 2023 4:14 PM AKDT
To: Kimberly Smith; abramb@chqgov.com; Andrew Dowd; afontes@azsos.gov; agrandjean@OhioSOS.Gov; Andrew Buller; Anthony Albence; Jocelyn Benson; Brad King; Bradford Raffensperger; bredondo@cee.pr.gov; Brenda Cabrera; bret.kelly@ncsbe.gov; brian.kruse@douglascounty-ne.gov; Brian Sleeth; bryan.caskey@ks.gov; bthompson@co.hunterdon.nj.us; Brittany Westfall; Brian Wood; cadkins@sos.texas.gov; Carol Morris; Caroline Fawkes; Carri Crum; Charles Holiday; Jay Ashcroft; cisco@sos.nv.gov; C.J. Garrison; Douglas Kellner; David Maeda; Dana Corson; Debby Erickson; Derrin Robinson; dixonl@hillcounty.us; Sandra Pinsonault; D. Pliner; Dwight Shellman; ejohnsrud@co.mckenzie.nd.us; erika.white58501@gmail.com; gabe.roseberg@ct.gov; Guy Mickley; Heidi Burhans; Heather Hawthorne; Howard Knapp; Timaka James-Jones; Melanie Clark; Jason Hancock; James Boggs; Jeff Hancock; Jenni Scutchfield; jesse.naiman1@wyo.gov; john.thurston@sos.arkansas.gov; joldfield@elections.il.gov; Janine Petty; jroebuck@miottawa.org; jshew@douglascountyks.org; julie.flynn@maine.gov; Kathleen Montejo; Kori House; kplacencia@sos.ri.gov; kristen.e.uyeda@hawaii.gov; kvarvel@azsos.gov; kwhite@co.albany.wy.us; Kyle Ardoin; Lauren Zyriek; Lori Larsen; LR Booth; Mandy.Vigil@state.nm.us; marengoprobate@gmail.com; Maria.Matthews@DOS.myflorida.com; maria.pangelinan@gec.guam.gov; mark.goins@tn.gov; Diane Meadows; meagan.Wolfe@wi.gov; Monica Evans; Michael.Dickerson@mecklenburgcountync.gov; michael.watson@sos.ms.gov; Thompson, Michaela R (GOV); Michelle.Tassinari@sec.state.ma.us; mike.spence@caddoclerk.com; Molly Woon (molly.woon@sos.oregon.gov); mupshaw@azsos.gov; Nancy Boren; Nicole Browne; Norma Figueroa Morales; nikki.charlson@maryland.gov; Nicholas Lima; pat.nakamoto@hawaiicounty.gov; Patricia Piecuch; pattyweeks@co.nezperce.id.us; Paul Lux; Rachel.Soulek@state.sd.us; Ralph Artigliere; rloy@deltacounty.com; robertd@pointing.com; RogerMillsCounty@elections.ok.gov; Rozan Mitchell; Batina Dodge; Shelly Jackson; stottlerl@janesvillewi.gov; Stuart Holmes; Susan Beals; Susan Lapsley; tami.spero@humboldtcountynv.gov; taranisha07_poa@yahoo.com; Timothy DeCarlo; Tonia Fernandez; ttunnell@azsos.gov; vange.tauoa@gmail.com; viadm@aol.com; Guam; Wes Allen; Will Senning
CC: Robin Sargent; Kristen Muthig
Subject: Re: Standards Board Travel Information

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From: Kimberly Smith <KSmith@eac.gov>
Sent: Saturday, April 15, 2023 10:40:04 AM
To: abramb@chqgov.com <abramb@chqgov.com>; Andrew Dowd <Adowd@town.northborough.ma.us>; afontes@azsos.gov <afontes@azsos.gov>; agrandjean@OhioSOS.Gov <agrandjean@OhioSOS.Gov>; Andrew Buller <Andrew.buller@nebraska.gov>; Anthony Albence <Anthony.Albence@delaware.gov>; Jocelyn Benson <bensonj4@michigan.gov>; Brad King <bking@iec.in.gov>; Bradford Raffensperger <brad@sos.ga.gov>; bredondo@cee.pr.gov <bredondo@cee.pr.gov>; Brenda Cabrera <brenda.cabrera@fairfaxva.gov>; bret.kelly@ncsbe.gov <bret.kelly@ncsbe.gov>; brian.kruse@douglascounty-ne.gov <brian.kruse@douglascounty-ne.gov>; Brian Sleeth <brian.sleeth@warrencountyohio.gov>; bryan.caskey@ks.gov <bryan.caskey@ks.gov>; bthompson@co.hunterdon.nj.us <bthompson@co.hunterdon.nj.us>; Brittany Westfall <Bwestfall@wvsos.gov>; Brian Wood <bwood@putnamwv.org>; cadkins@sos.texas.gov <CAdkins@sos.texas.gov>; Beecher, Carol L (GOV) <carol.beecher@alaska.gov>; Carol Morris <carol.morris@elections.ok.gov>; Caroline Fawkes <caroline.fawkes@vi.gov>; Carri Crum <Carri.crum@claycountysd.org>; Charles Holiday <choliday@chicagoelections.gov>; Jay Ashcroft <chrissey.peters@sos.mo.gov>; cisco@sos.nv.gov <cisco@sos.nv.gov>; C.J. Garrison <CJ.Garrison@hardingcounty.org>; Douglas Kellner <dak@khgflaw.com>; David Maeda <david.maeda@state.mn.us>; Dana Corson <DCorson@mt.gov>; Debby Erickson <debby.erickson@crowwing.us>; Derrin Robinson <derrin.robinson@co.harney.or.us>; dixonl@hillcounty.us <dixonl@hillcounty.us>; Sandra Pinsonault <dorsetclerk@gmail.com>; D. Pliner <dpliner@webstercountyia.org>; Dwight Shellman <Dwight.Shellman@ColoradoSOS.gov>; ejohnsrud@co.mckenzie.nd.us <ejohnsrud@co.mckenzie.nd.us>; erika.white58501@gmail.com <erika.white58501@gmail.com>; gabe.roseberg@ct.gov <gabe.rosenberg@ct.gov>; Guy Mickley <guy.mickley@maryland.gov>; Heidi Burhans <heidi.burhans@sos.iowa.gov>; Heather Hawthorne

<hhawthorne@chamberstx.gov>; Howard Knapp <hknapp@elections.sc.gov>; Timaka James-Jones <humphreyscircuitclerk@yahoo.com>; Melanie Clark <jacksoncountyclerk@gmail.com>; Jason Hancock <jason.hancock@sos.idaho.gov>; James Boggs <jboggs@dcoeb.org>; Jeff Hancock <jeff.hancock@ky.gov>; Jenni Scutchfield <jscutchfield@ky.gov>; jesse.naiman1@wyo.gov <jesse.naiman1@wyo.gov>; john.thurston@sos.arkansas.gov <john.thurston@sos.arkansas.gov>; joldfield@elections.il.gov <joldfield@elections.il.gov>; Janine Petty <jpetty@risc.maricopa.gov>; jroebuck@miottawa.org <jroebuck@miottawa.org>; jshew@douglascountyks.org <jshew@douglascountyks.org>; julie.flynn@maine.gov <julie.flynn@maine.gov>; Kathleen Montejo <kmontejo@lewistonmaine.gov>; Kori House <korhouse@pa.gov>; kplacencia@sos.ri.gov <kplacencia@sos.ri.gov>; kristen.e.uyeda@hawaii.gov <kristen.e.uyeda@hawaii.gov>; kvarvel@azsos.gov <kvarvel@azsos.gov>; kwhite@co.albany.wy.us <KWhite@co.albany.wy.us>; Kyle Ardoin <kyle.ardoin@sos.la.gov>; Lauren Zyriek <lauren.zyriek@sos.nj.gov>; Lori Larsen <llarsen@stevenscountywa.gov>; LR Booth <lrbooth@andersoncountysc.org>; Mandy.Vigil@state.nm.us <Mandy.Vigil@state.nm.us>; marengoprobate@gmail.com <marengoprobate@gmail.com>; Maria.Matthews@DOS.myflorida.com <Maria.Matthews@DOS.myflorida.com>; maria.pangelinan@gec.guam.gov <maria.pangelinan@gec.guam.gov>; mark.goins@tn.gov <mark.goins@tn.gov>; Diane Meadows <meadows.seconda@gmail.com>; meagan.Wolfe@wi.gov <meagan.Wolfe@wi.gov>; Monica Evans <mevans@dcoeb.org>; Michael.Dickerson@mecklenburgcountync.gov <Michael.Dickerson@mecklenburgcountync.gov>; michael.watson@sos.ms.gov <michael.watson@sos.ms.gov>; Thompson, Michaela R (GOV) <michaela.thompson@alaska.gov>; Michelle.Tassinari@sec.state.ma.us <Michelle.Tassinari@sec.state.ma.us>; mike.spence@caddoclerk.com <mike.spence@caddoclerk.com>; Molly Woon (molly.woon@sos.oregon.gov) <molly.woon@sos.oregon.gov>; mupshaw@azsos.gov <mupshaw@azsos.gov>; Nancy Boren <nboren@columbusga.org>; Nicole Browne <nbrowne@co.monroe.in.us>; Norma Figueroa Morales <nfigueroa@cee.pr.gov>; nikki.charlson@maryland.gov <nikki.charlson@maryland.gov>; Nicholas Lima <Nlima@cranstonri.gov>; pat.nakamoto@hawaiicounty.gov <pat.nakamoto@hawaiicounty.gov>; Patricia Piecuch <patricia.piecuch@sos.nh.gov>; pattyweeks@co.nezperce.id.us <pattyweeks@co.nezperce.id.us>; Paul Lux <plux@myokaloosa.com>; Rachel.Soulek@state.sd.us <Rachel.Soulek@state.sd.us>; Ralph Artigliere <ralph.artigliere@delaware.gov>; rloy@deltacounty.com <rloy@deltacounty.com>; robertd@pointing.com <robertd@pointing.com>; RogerMillsCounty@elections.ok.gov <RogerMillsCounty@elections.ok.gov>; Rozan Mitchell <RozanMit@utahcounty.gov>; Batina Dodge <scotland@sos.mo.gov>; Shelly Jackson <shellyjackson@utah.gov>; stottlerl@janesvillewi.gov <stottlerl@janesvillewi.gov>; Stuart Holmes <stuart.holmes@sos.wa.gov>; Susan Beals <susan.beals@elections.virginia.gov>; Susan Lapsley <Susan.Lapsley@sos.ca.gov>; tami.spero@humboldtcountynv.gov <tami.spero@humboldtcountynv.gov>; taranisha07_poa@yahoo.com <taranisha07_poa@yahoo.com>; Timothy DeCarlo <tdecarlo@waterburyct.org>; Tonia Fernandez <tfernandez@eriecountypa.gov>; ttunnell@azsos.gov <ttunnell@azsos.gov>; vange.tauoa@gmail.com <vange.tauoa@gmail.com>; viadm@aol.com <viadm@aol.com>; Guam <vote@gec.guam.gov>; Wes Allen <wes.allen@sos.alabama.gov>; Will Senning <Will.Senning@vermont.gov>
Cc: Robin Sargent <rsargent@eac.gov>; Kristen Muthig <KMuthig@eac.gov>
Subject: Standards Board Travel Information

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Standards Board Members,

In preparation for your trip to the Standards Board annual meeting, please review the following information:

AIRLINE FLIGHTS: National Travel began issuing tickets Wednesday, April 12. **In case of flight cancellation, delay, change, etc., please do not contact the airline directly -- Contact National Travel at 800-347-9779 or Robin Sargent at 202-360-2144.**

Ground Transportation: Helpful information on travel from Phoenix Sky Harbor International Airport to Downtown can be found here: <https://www.skyharbor.com/ground-transportation/>. Additional information on travel around downtown Phoenix is here: <https://www.visitphoenix.com/meetings/booking-a-meeting/convention-center/downtown-transportation/>.

Hotel: [Hyatt Regency Phoenix](#), 122 North Second Street, Phoenix, AZ 85004

Hotel Parking: See the attached map. **For overnight guests**, please stop at the valet for a pass to enter and exit the garage.

Agenda:

https://www.eac.gov/sites/default/files/standards_board/2023_Annual_Meeting_Agenda_PUBLIC.pdf

Hotel Meeting Area Floorplan:

<https://assets.hyatt.com/content/dam/hyatt/hyattdam/documents/2020/08/03/0957/Hyatt-Regency-Phoenix-Floor-Plans-English.pdf> Registration and all sessions on Tuesday, April 18 will be held on the first floor in the Regency Ballroom Foyer and Regency Ballroom. Those registered for optional tours should also plan to meet at the Regency Ballroom Foyer approximately 15 minutes prior to scheduled departure (Maricopa County Tour departs at 1:00pm and Runbeck tour at 1:30pm).

Local Attractions: <https://www.hyatt.com/en-US/hotel/arizona/hyatt-regency-phoenix/phxrp/area-attractions>

Important Note: EAC support staff will be onsite and available beginning Sunday, April 16 thru Thursday, April 20. Should you have any questions, please contact:

Kim Smith: 202-868-0353 – EAC staff

Sara Brady: 202-308-1809 – EAC staff

Kammi Foote: 202-740-7244 – EAC staff

Peter Bowles: 202-924-0820 – IT Specialist

Safe travels and we look forward to seeing you in Arizona!

From: Forrest, Sharon A (GOV)
Sent: Thursday, April 20, 2023 2:05 PM AKDT
To: Peralta, Marylyn C (GOV)
Subject: RE: HAVA Expense and Interest
Attachments: HAVA FFR Reporting History.xlsx

You said you were curious about how I use the interest sheet...it helps me triple check everything.

Here's my federal tracking book. First I compare the numbers you have on your sheet to my FFY23 tab. I've gone through all the expenses and logged them by month.

Then on the 251 or 101 ES tab I transfer all the expenditure numbers into the federal report format.

One thing that maybe we could do a quick audit together in the future is the running totals. We are slightly off between your sheet totals and my ffr cumulative totals. Its not by much, but something we might want to reconcile in the future.



Sharon

From: Peralta, Marylyn C (GOV) <marylyn.peralta@alaska.gov>
Sent: Thursday, April 20, 2023 2:00 PM
To: Forrest, Sharon A (GOV) <sharon.forrest@alaska.gov>
Cc: Bell, Guy B (GOV) <guy.bell@alaska.gov>
Subject: RE: HAVA Expense and Interest

Thank you 😊 I've corrected my copy.

Marylyn

From: Forrest, Sharon A (GOV) <sharon.forrest@alaska.gov>
Sent: Thursday, April 20, 2023 1:52 PM
To: Peralta, Marylyn C (GOV) <marylyn.peralta@alaska.gov>
Cc: Bell, Guy B (GOV) <guy.bell@alaska.gov>
Subject: RE: HAVA Expense and Interest

I made one small fix. One of the formulas was still at 5%; the box is highlighted in red.



Sharon Forrest

Alaska Division of Elections

P: 907.465.3049

From: Peralta, Marylyn C (GOV) <marylyn.peralta@alaska.gov>
Sent: Thursday, April 20, 2023 8:14 AM
To: Forrest, Sharon A (GOV) <sharon.forrest@alaska.gov>
Cc: Bell, Guy B (GOV) <guy.bell@alaska.gov>
Subject: HAVA Expense and Interest

Good morning Sharon,

Here is the HAVA grant expense and interest report thru March 31, 2023.

Thanks,

Marylyn Peralta
Accountant
Division of Administrative Services
Office of Governor Mike Dunleavy


240 Main Street, Ste 300
Court Plaza Building
Juneau, AK 99801
Phone: 907-465-3895
Fax: 907-465-2211
marylyn.peralta@alaska.gov

1  **SAFORREST**

Estimated payroll for LA, A&P, MS = \$101556.95
Estimated additional payroll for interpreters = \$104603.82

2  **SAFORREST**

Estimated payroll for LA, A&P, MS = \$101556.95
Estimated additional payroll for interpreters = \$92603.85

3  **Forrest, Sharon A (GOV)**

Notes for pink:

Expenditures of interest were combined with principal expenditures below. Since this appropriation was no longer valid and reached max spending.

4  **Sharon A. Forrest**

Added an adjustment to bring in line with Guy's interest/expense tracking sheet. Been consistently off \$0.01 in the timeline.

5  **SAFORREST**

As of 10/1/18


Spending Projections

2022 Q3 Jan - Mar	2022 Q4 Apr - June	2022 Q1 Jul - Sep	2022 Q2 Oct - Dec	2023 Q3 Jan - Mar	2023 Q4 Apr - June
<i>Estimated</i>					
	Special "interest" appropriation				
\$ 5,305.05	\$ 1,007.70				
	<i>What to do with interest still being earned for Title II 251 funds? Spend it under AR 0122*?</i>				
\$ (4,297.35)					
\$ 1,007.70					
\$ 1,007.70					
\$ 849,230.97	\$ 775,898.17	Need to determine spending plan for this appropriation. New contract may solidifying spending timeline?			



Spending Projections

Table with columns for fiscal years (9/30/18 to 12/31/21) and rows for various expenditure categories including Personnel, Travel, Contractual, Supplies, and Capital Outlay. Includes sections for VREMS Replacement, Combined Title II 251 Principal Expenditures, Title I 101 Principal (New Grants), and Title I 101 Interest (New Grant).


6  **Forrest, Sharon A (GOV)**

Notes for pink squares:

For Q3 '21 & Q4 '21, these figures are combined expenditures of principal and interest. The balance of the 0187* appropriation for interest was drawn down at this point and so expenditures shifted to this appropriation.

7  **Sharon A. Forrest**

Added an adjustment to bring in line with Guy's interest/expense tracking sheet. Been consistently off \$0.13 in the timeline.


8  **Forrest, Sharon A (GOV)**

Notes:

Deposit of 2020 grant was 4/24.

9  **Sharon A. Forrest**

Missing the data for full encumbrances; used May data.

10  **Forrest, Sharon A (GOV)**

Notes on HB281:

1. An appropriation to the Election Fund (federal funds and GF). Page 141, Section (h). The \$1.2 million. This comports with the Constitutional Requirement that no funds can be received in a state fund other than the general fund (in this case the Election Fund) without a legislative appropriation.


2. An appropriation from the Election Fund for the allowable purpose (federal funds, GF, and anticipated interest). \$1.25 million. See HB281, Page 124, line 10 and page 132, line 30. This comports with the Constitutional Requirement that no funds held by the state can be spent without a legislative appropriation.

Spending Projections

\$	-	
\$	73,332.80	
\$	-	
\$	-	
\$	73,332.80	
\$	289,920.00	
\$	485,978.17	
\$	751,511.27	
\$	-	
\$	73,332.80	
\$	-	
\$	-	
\$	73,332.80	
\$	435,380.00	
\$	242,798.47	
\$	678,178.47	
\$	3,939,246.96	\$ 3,515,435.12
\$	83,633.17	
\$	1,822.16	
\$	330,323.62	
\$	8,032.89	
\$	-	
\$	423,811.84	
\$	934,591.00	
\$	2,580,844.12	
\$	3,515,435.12	
\$	250,871.07	\$ 229,080.58
\$	-	
\$	-	
\$	-	
\$	-	
\$	(21,790.49)	
\$	229,080.58	
\$	229,080.58	
	2022 grant actual deposit = \$	1,200,000.00 11
As of	As of	
3/31/22	6/30/22	
\$	4,430,131.04	\$ 4,188,339.56

How / where can we spend interest? Need new appropriation if P+I exceeds appropriation?



11  **Forrest, Sharon A (GOV)**

Notes:


Depostied into EF 7/22.

Only 1 bill appropriated the match. HB281 in 2022.

Spending Projections

(Stop; cares grant era; data not input on this sheet; need to figure that out?)

2020 grant	\$ 3,600,000.00
------------	-----------------

1  **Forrest, Sharon A (GOV)**

Notes:

Started April 4, 2003.

2  **Sharon A. Forrest**

Missing amounts on narrative breakdown.

3  **Sharon A. Forrest**

- > Procurement of 55 DREs and 45 additional TS units.
- > Expenses for meetings devoted to implementation and training of the new TS units.
- > DOE pause after this to incorporate new verifiable paper record requirements.

4  **Sharon A. Forrest**

- > Ordered another 405 TSX units to comply with requirements.
- > ITB issued for locating a vendor to provide shipping cases.

5  **Sharon A. Forrest**

- > Personnel costs for employees to prepare TSX machines for use in the 2006 elections.
- > Training costs related to the new TSX units.
- > Travel expenses related to coordinators providing in person training throughout the state.
- > Freight/postage costs for TSX transportation.
- > Printing costs for producing new materials for use of the TSX units.
- > Business supplies.

6  **Sharon A. Forrest**

- > negative due to a large postage refund.

7  **Sharon A. Forrest**

- > Expenses to update TSX instructional materials and voter education materials.
- > Travel costs to prepare the materials for printing and training demonstrations.
- > Expenses to test the modems and functionality of the TSX machines.

8  **Sharon A. Forrest**


- > Personnel costs for updating instructional materials for TSX functionality.
- > Printing and shipping costs for materials
- > Cost to provide professional training to staff to program the ballot tabulation system and TSX equipment.
- > Freight/shipping/postage costs for shipping TSX equipment.
- > Telephone line costs for transmitting TSX results.

9  **Sharon A. Forrest**

- > Personnel costs for staff to prepare and conduct functionality on the TSX equipment.
- > freight/postage costs for shipping the TSX units.
- > Telephone line fees for the TSX units.
- > Business supplies.

14  **Sharon A. Forrest**

- > Personnel costs associated with creating forms/posters for ANL items.

15  **Sharon A. Forrest**

Hired our first minority language assistance expert.

16  **Sharon A. Forrest**

- > Interpreter cost for translating a radio announcement for list maintenance.


17  **Sharon A. Forrest**

- > Personnel costs for the LA Program Coordinator.

- > Travel costs associated with the ESM working with the LAPC.
- > Personnel and travel costs for the Yup'ik panel members.
- > Translation time for voter registration and absentee processes, ballot measure info, candidate statements, and bilingual poll worker language assistance.
- > Verification of translated election material.
- > Business supplies.

18  **Sharon A. Forrest**

- > On-going improvements to the LA program.
- > Personnel costs for the LAPC.
- > Finalized the transition of 2010 candidate statements and ballot information.
- > Prepared Yup'ik audio recordings of election material.
- > Travel costs for bilingual training.
- > Ad order costs for translated election notices.
- > Business supplies for LA.
- > Cost to AFN.

19  **Sharon A. Forrest**

- > Personnel costs related to implementing HAVA improvements.

20  **Sharon A. Forrest**

- > Computer services costs
- > Telephone line costs
- > Auditing

21  **Sharon A. Forrest**

- > Regional supervisors attended accessibility training.
- > Division developed a plan to start accessibility surveys. Necessary supplies were purchased for the surveys.
- > Supervisors travels to all the polling place locations to conduct surveys.
- > Hired a consultant to make the website more accessible.

22  **Sharon A. Forrest**

- > Accessibility improvements for polling places; ie ramps, parking signs, cones.
- > Translated radio and newspaper announcements related to election notices.

23  **Sharon A. Forrest**

- > Purchase of handicap ramps for accessibility.

24  **Sharon A. Forrest**

- > Contractor costs for improvements to VREMS to comply with Title III.
- > Travel costs to attend conferences for updating the voter registration system.
- > RFP development for a new voter system.

25  **Sharon A. Forrest**

- > Personnel costs related to HAVA Project Coordinator and staff salary time to attend EAC meetings on election processes.
- > HAVA Systems Manager was hired to work in implementing a new voter registration system.
- > telephone and computer usage costs.

26  **Sharon A. Forrest**

- > Personnel costs for attending the EAC standards board meeting.
- > Travel costs to the meeting.
- > Telephone and computer use costs.

Title I,101
HAVA Title I Section 101
Grant Ledger

2015	2016	2017	2018	2019	2020	2019 Cumulative Revert	2020 Cumulative Revert
\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00	\$ -	\$ -	\$ 5,000,000.00	\$ 5,000,000.00
\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00	\$ -	\$ -	\$ 5,000,000.00	\$ 5,000,000.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00	\$ -	\$ -	\$ 5,000,000.00	\$ 5,000,000.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<hr/>							
\$ 745,814.00	\$ 752,313.00	\$ 758,650.00	\$ 766,742.00	\$ 320,573.38	\$ 320,825.73	\$ 772,694.93	\$ 772,947.28
\$ -	\$ -	\$ 170,655.86	\$ 452,121.55	\$ 224,292.80	\$ 320,825.73	\$ 676,414.35	\$ 772,947.28
\$ 745,814.00	\$ 752,313.00	\$ 587,994.14	\$ 314,620.45	\$ 96,280.58	\$ -	\$ 96,280.58	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 4,200.00	\$ 6,499.00	\$ 6,337.00	\$ 8,092.00	\$ 5,952.93	\$ 252.35	\$ 5,952.93	\$ 252.35
\$ -	\$ -	\$ 170,655.86	\$ 281,465.69	\$ 224,292.80	\$ 96,532.93	\$ 224,292.80	\$ 96,532.93
				Awarded Balance on 10/01/18: \$ 314,620.45		For FFY20 the EAC requested reverting back to a cumulative timeline from the beginning of the grant. Above is the cumulative reset for reporting.	
				Interest earned for the year is added to the starting balance to reset the timeline.			
<hr/>							
<p>Close-out mark at the end of the FFY18 reporting > The EAC closed out all grants through September 30, 2018. Reporting reported after this point in the timeline is rolled over into a new award.</p> <p>Grant balances can no longer be amended prior to this point in the timeline. Closing balance of \$314,620.45 will be rolled into the new awarded grant.</p>							
<hr/>							
				\$ 1,150,000.00	\$ 1,100,000.00	\$ 1,150,000.00	\$ 1,100,000.00



10  **Sharon A. Forrest**

> AAMVA/SSN System Fees.

11  **Sharon A. Forrest**

> AAMVA/SSN System Fees.

12  **Sharon A. Forrest**

> AAMVA/SSN System Fees.

13  **Sharon A. Forrest**

> AAMVA/SSN System Fees.

Title I,101
HAVA Title I Section 101
Grant Ledger


State Plan Management					\$ 4,147		2,597		\$ 4,247		\$ -
Voter Education					263		131		223		\$ -
Voter Registration System	\$ 35,427		67,354	34,642			1,037		2,557		\$ -
Election Administration Improvements	\$ 201,367		1,355,677						163,267	27,677	\$ -
Absentee Office			\$ 423,064.00	\$ 176,612.00	\$ 258,111		42,311		58,911		\$ -
Matsu Office			\$ 373,078.00	\$ 176,711	263,911		107,011		104,311	27,611	\$ -
Kenai Office			\$ 520,829.00	\$ 132,111	(42,711)		-		-		\$ -
Language Assistance											\$ -
Title III: Requirements			\$ 104,587	74,007			\$ 4,307				\$ -
HAVA Project Coordinator			50% of salary	50% of salary							\$ -
HAVA Regional Training Coordinators			Full salary				\$ 26,411		5,611		\$ -

27  **Sharon A. Forrest**

> Personnel costs related to updating the state plan.

28  **Sharon A. Forrest**


> Personnel costs related to updating the state plan.

29  **Sharon A. Forrest**


> Personnel costs related to updating the state plan.

30  **Sharon A. Forrest**

> Presentation costs to municipal clerks to educate them on the voting process.

31  **Sharon A. Forrest**

> retroactive payroll associated with time spent on voter outreach and education.

32  **Sharon A. Forrest**

> Personnel costs for staff working on education and outreach.

33  **Sharon A. Forrest**

> Issued a RFP to solicit vendors to develop a new voter registration system.
> Travel expenses occurred related to review committee meetings convened in Juneau.

34  **Sharon A. Forrest**

> Contract awarded to Diebold to begin development.
> Server space expenses for the new voter registration system.
> Servers for the new registration system.

>

35  **Sharon A. Forrest**

- > Diebold was bought out by Premier. Premier will take over the prior contract for development of a new voter registration system. Goal is now to implement in 2008.
- > Server space expenses for the new voter registration system.

36  **Sharon A. Forrest**

- > retroactive payroll associated with time spent on the voter registration system.

37  **Sharon A. Forrest**

- > ESDA personnel time to install hardware in the R2 and R2MS offices; related to new voter system project.

38  **Sharon A. Forrest**

- > Personnel costs for ESM to work on improvements to the registration system.

39  **Sharon A. Forrest**

- > Relocation expenses for the Region I Office for better accessibility and storage of new TS units.
- > Established a toll free number for voter access to information.
- > Completed procedures for working with DMV for voter verification.
- > Election worker training costs and newly established HUB sites.
- > Developed procedures for recounting with accu-vote machines.

40  **Sharon A. Forrest**


- > Increased storage space in Fairbanks for new TSX units.
- > Nome was remodeled to increase equipment space.
- > Juneau R1 working to acquire more space.
- > Absentee program in the process of being moved to Anchorage.
- > Four regional supervisors are working on creating new materials for training EWs on the TSX units.

41  **Sharon A. Forrest**

- > Bulk of funds were used to establish three new offices: A&P office, Matsu Satellite Office, and Kenai Office.
- > Expanded/moved the absentee program to its own location in Anchorage.
- > Portion of HAVA Coordinator's salary.

42  **Sharon A. Forrest**

- > Personnel costs related to the three offices in Anchorage, Matsu and Kenai.
- > Business supplies related to operation.
- > Shifted petition processing also to the Absentee office that was established in 2006. Allowed for more effective implementation processing of the absentee and petition needs.
- > Kenai office was closed as it was discovered the community did not utilize the office as expected.

43  **Sharon A. Forrest**

- > Personnel costs of three employees and up to 12-15 temp employees during an election.
- > Costs related to processing absentee requests and absentee voting.

44  **Sharon A. Forrest**

- > Personnel costs for one support staff.
- > Personnel costs for 6 temporary workers.
- > Security alarm fees
- > Telephone system costs.
- > Business supplies

45  **Sharon A. Forrest**

- > Personnel costs for one support staff.
- > Lease costs
- > Business supplies and office operations; telephone line costs; computer services.

46  **Sharon A. Forrest**


- > risk management charge back for A&P.

51  **Sharon A. Forrest**


- > Personnel costs and operational costs for the office.
- > Lease costs
- > Storage and functionality of Region IV TSX units.

52  **Sharon A. Forrest**

- > Personnel costs for Katrin and Priscilla.
- > computer services charges
- > maintenance fees on office equipment.
- > Phone system repair
- > Alarm system fees
- > Business supplies
- > postage costs

53  **Sharon A. Forrest**

- > Personnel costs for two support staff.
- > lease cost
- > business supplies and office operations; telephone line costs.

54  **Sharon A. Forrest**

- > Personnel costs for two support staff.
- > Telephone line costs
- > Business and office support costs.

59  **Sharon A. Forrest**

Office closed 10/15/2007

60  **Sharon A. Forrest**

- > Lease credit relating to closure of Kenai Office.

67  **Sharon A. Forrest**

- > Personnel services for four regional training coordinators for title III requirements.
- > Personnel for a full time HAVA Coordinator in the Director's Office.
- > Travel expenses to: LOWV convention to address HAVA issues; meetings for implementation of TSX units

68  **Sharon A. Forrest**

- > Personnel costs for a portion of the HAVA Coordinator's salary.
- > Other salary time related to implementation of HAVA improvements.

69  **Sharon A. Forrest**

- > Personnel costs related to work done with compliance.
- > Telephone setup
- > Business supplies

70  **Sharon A. Forrest**

- > Personnel costs for HAVA EW Training Coordinators; training for the use and functionality of the TSX equipment.

71  **Sharon A. Forrest**


- > Personnel cost for HAVA EW Training Coordinators.

Title I,101
HAVA Title I Section 101
Grant Ledger


				\$	223,13		95,43	\$	223,13		95,43
				\$	21,8	47	27,0	\$	21,8	49	27,0
				\$	3,2	55	26,3	\$	3,2	57	26,3
				\$	198,0	63	42,0	\$	198,0	65	42,0
	\$	170,6	61	281,4	62						

47  **Sharon A. Forrest**

> Personnel costs for one support staff; A&P Coordinator.

48  **Sharon A. Forrest**

> Personnel costs for one support staff; A&P Coordinator.

49  **Sharon A. Forrest**

> Personnel costs for one support staff; A&P Coordinator.

50  **Sharon A. Forrest**


> Personnel costs for one support staff; A&P Coordinator.

55  **Sharon A. Forrest**

> Personnel costs for support staff.

56  **Sharon A. Forrest**

> Personnel costs for one support staff; Regional Assistant Supervisor.

57  **Sharon A. Forrest**

> Personnel costs for support staff.

58  **Sharon A. Forrest**

> Personnel costs for one support staff; Regional Assistant Supervisor.

61  **Sharon A. Forrest**

- > Payroll for LACM and LAC.
- > Travel for LACM and translation panel members.
- > Interpreter and translation panel costs.
- > Printed translated materials.
- > Business supplies

62  **Sharon A. Forrest**

- > Personnel costs for LACM and LAC.
- > Interpreter and translation panel member personnel costs.
- > Travel costs for translation panel meetings.
- > Printed translated materials.
- > Business supplies.
- > AFN convention space.
- > Consulting fees to Information Insights; meetings in Bethel studying perceptions of current voting procedures and how alternative voting methods (switching to a by-mail system) might be used or perceived.

63  **Sharon A. Forrest**

- > Personnel costs for LACM and LAC.
- > Translation panel member personnel costs.
- > Travel costs for translation panel meetings.
- > Ad orders for translated election notices.
- > Printed translated materials.
- > Business supplies.

64  **Sharon A. Forrest**

- > Personnel costs for LACP and LAC.
- > Travel costs
- > Ad orders for translated election notices.
- > Postage costs for mailing translated materials.
- > business supplies.

65  Sharon A. Forrest

- > Personnel costs for LACM and LAC.
- > Translation panel member personnel costs.
- > Travel costs for translation panel meetings.
- > Ad orders for translated election notices.
- > Printed translated materials.
- > Business supplies.

66  Sharon A. Forrest

- > Personnel costs for LACP and LAC.
- > Travel costs
- > Ad orders for translated election notices.
- > Postage costs for mailing translated materials.
- > business supplies.

Title II,251
HAVA Title II Section 251
Grant Ledger

Section	Transactions	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Federal Expenditures and Unobligated Balance												
D.	Total Federal funds authorized			\$ 11,596,803.00	\$ 11,596,803.00	\$ 11,596,803.00	\$ 11,596,803.00	\$ 11,596,803.00	\$ 13,021,803.00	\$ 13,021,803.00	\$ 13,021,803.00	\$ 13,021,803.00
E.	Federal share of expenditures <i>(cumulative)</i>				\$ 1,991,291.00	\$ 3,421,194.00	\$ 4,681,674.00	\$ 6,258,900.00	\$ 5,092,606.00	\$ 5,150,039.00	\$ 5,723,956.00	\$ 6,143,984.00
F.	Federal share of unliquidated obligations				\$ 2,718,559.00	\$ 1,695,096.00	\$ 2,147,556.00	\$ 1,541,425.00	\$ 1,430,477.00	\$ 1,834.00	\$ 9,577.00	\$ 1,940.00
G.	Total Federal share (sum of lines e + f)				\$ 4,709,850.00	\$ 5,116,290.00	\$ 6,829,230.00	\$ 7,800,325.00	\$ 6,523,083.00	\$ 5,151,873.00	\$ 5,733,533.00	\$ 6,145,924.00
H.	Unobligated balance of Federal funds (line d - g)				\$ 6,886,953.00	\$ 6,480,513.00	\$ 4,767,573.00	\$ 3,796,478.00	\$ 6,498,720.00	\$ 7,869,930.00	\$ 7,288,270.00	\$ 6,875,879.00
Recipient Share												
I.	Total recipient share of required <i>(cumulative)</i>		\$ 300,521.00	\$ 471,747.00	\$ 787,805.00	\$ 788,998.00	\$ 790,001.00	\$ 791,149.00	\$ 791,920.00	\$ 792,266.00		
J.	Recipient share of expenditures <i>(cumulative)</i>		\$ -	\$ -	\$ 767,760.00	\$ 767,760.00	\$ 767,760.00	\$ 767,760.00	\$ 767,760.00	\$ 792,266.00		
K.	Remaining recipient share to be provided (line i - j)		\$ 300,521.00	\$ 471,747.00	\$ 20,045.00	\$ 21,238.00	\$ 22,241.00	\$ 23,389.00	\$ 24,160.00	\$ -		
Program Income												
L.	Total Federal program income earned <i>(cumulative)</i>			\$ 85,327.00	\$ 587,063.00	\$ 1,120,042.00	\$ 1,546,393.00	\$ 1,936,564.00	\$ 2,196,116.00	\$ 2,340,362.00	\$ 2,452,525.00	\$ 2,471,829.00
M.	Program income expended - deduction alternative											
N.	Program income expended - addition alternative <i>(cumulative)</i>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 155,873.00	\$ 536,166.00	\$ 683,928.00
O.	Unexpended program income (line l - m or n)		\$ -	\$ 85,327.00	\$ 587,063.00	\$ 1,120,042.00	\$ 1,546,393.00	\$ 1,936,564.00	\$ 2,196,116.00	\$ 2,184,489.00	\$ 1,916,359.00	\$ 1,787,901.00
P.	Total Federal interest earned <i>(cumulative)</i>											
Q.	Federal interest expenditures <i>(cumulative)</i>											
R.	Remaining Federal interest to be expended (line p minus q)											
Period Detail												
(E.)	Federal Share of expenditures <i>(period only)</i>				\$ 1,991,291.00	\$ 1,429,903.00	\$ 1,260,480.00	\$ 1,577,226.00	\$ 318,904.00	\$ 57,433.00	\$ 573,917.00	\$ 420,028.00
(L.)	Total Federal program income earned <i>(period only)</i>			\$ 85,327.00	\$ 501,736.00	\$ 532,979.00	\$ 426,351.00	\$ 390,171.00	\$ 259,552.00	\$ 144,246.00	\$ 112,163.00	\$ 19,304.00
(N.)	Program income expended - addition alternative <i>(period only)</i>								\$ 155,873.00	\$ 380,293.00	\$ 477,428.00	\$ 611,800.00
(I.)	State Match = \$767,760, rqrq was only \$685,698.		\$ 298,560.00	\$ 469,200.00	\$ 767,760.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(I.)	State Match interest earned <i>(cumulative)</i>		\$ 1,961.00	\$ 4,508.00	\$ 20,045.00	\$ 21,238.00	\$ 22,241.00	\$ 23,389.00	\$ 24,160.00	\$ 24,506.00		
	<i>(interest combined with Fed income on reports 2004-2007; original match showed appr of \$298600 + \$469200?)</i>		\$ 300,521.00	\$ 473,708.00	\$ 787,805.00	\$ 21,238.00	\$ 22,241.00	\$ 23,389.00	\$ 24,160.00	\$ 24,506.00		
(I.)	State Match interest <i>(period only)</i>		\$ 1,961.00	\$ 2,547.00	\$ 15,537.00	\$ 1,193.00	\$ 1,003.00	\$ 1,148.00	\$ 771.00	\$ 346.00		
	Expended Period Total (Federal + Interest)											
	FFY balance of principal w/o obligations:					\$ 8,175,609.00	\$ 6,915,129.00	\$ 5,337,903.00	\$ 7,929,197.00	\$ 7,871,764.00	\$ 7,297,847.00	\$ 6,877,819.00
	FFY balance of principal + interest w/o obligations:											
	FFY balance of principal + match + interest with obligations:											
	Authorized Federal Grants:		\$ 4,150,000.00						\$ 575,000.00			
			\$ 5,450,000.00						\$ 500,000.00			
			\$ 523,300.00						\$ 350,000.00			
			\$ 1,473,503.00						\$ 1,425,000.00			
			\$ 11,596,803.00									
	Settlements:											
										FY10 Return of funds from Premier/VREMS development:	\$ 1,485,198.00	
	True-Up Corrections:											

1  **Sharon A. Forrest**

12/13/21.

After a discussion with Peg/EAC, it was determined I had been reporting encumbrances incorrectly as unliquidated obligations. Peg noted:

"On the FFR, you should only report funds actually expended during the reporting period which would include expenses you incurred during the period for which you have not yet been billed. And while you may pay those expenses in the succeeding year, you report them in the current year because that is when they were incurred. Don't report them again in the succeeding year or, if you operate on a cash basis, don't include them in the previous year, only include them in the year in which we pay them. This may not be what you need to do for state accounting procedures, but it would be accurate for reporting on federal grant funds expended."

For future reports consider: An unliquidated obligation is a cost actually incurred during the reporting period that was not paid by the closing date on the reporting period. Do not include any amount for a future commitment of funds (such as a long term contract or encumbrance).

2  **Sharon A. Forrest**

12/13/2021:

Correcting to \$792,266 for this year's filing.

Line I is really cumulative - containing the match and interest earned. At the finish of state match expenditures, the two figures should be equal.

In addition, the state may well have earned true program income under the grant that would have been added to the recipient share on Line 10i instead of on Line 10l.

3  **Sharon A. Forrest**

12/13/2021:

Correcting to \$792,266 for this year's filing.

Line I is really cumulative - containing the match and interest earned. At the finish of state match expenditures, the two figures should be equal.

In addition, the state may well have earned true program income under the grant that would have been added to the recipient share on Line 10i instead of on Line 10l.

4  **SAFORREST**

Explanation of inflated earnings:

Interest earned for FFY18 was only \$35,829.

Auditing determined a true-up correction of \$688,685.05 in overall Title II 251 interest was needed to balance to cash.

Amending only FFY18 reports per EAC's advice instead of amending the entire timeline.

5  **SAFORREST**

Before closing the older grants in 2019, an audit was performed to balance the reporting history to the Election Fund Treasury balance.

Auditing determined a true-up correction of \$688,685.05 in overall Title II 251 interest was needed to balance to cash.

Amending only FFY18 reports per EAC's advice instead of amending the entire timeline.

Title II,251
HAVA Title II Section 251
Grant Ledger

Title II 251 expenses by reported categories:										
Accessible Voting Equipment & Accessibility	\$ 2,194,636.00	\$ 101,497.00	\$ 153,423.00	\$ 401,561.45	\$ 12,160.00	\$ 5,215.00	\$ 57,970.00	\$ 20,030.00		
DMV /SSN Requirements		\$ 21,950.00	15,000.00							
Language Accessibility	\$ 3,893.00	\$ 25,100.00	253,510.00	310,034.29	\$ 12,800.00					
List Maintenance			\$ 999.00							
Polling Place Accessibility Improvements		\$ 2,793.00	\$ 7,140.00	437.03						
Voter Education			\$ 88,460.00	28,534.27						
Voting Information			\$ 3,000.00							
Voter Registration System	\$ 327,040.00	1,278,552.00	\$ 333,180.00	559,644.24	\$ 67,010.00	11,710.00	12,900.00	19,790.00		
Voter Registration System Replacement			\$ 32,320.00							
Election Administration Improvements			\$ 129,930.00		\$ 227,280.00	261,350.00	883,320.00	529,000.00		
Absentee Office				\$ 88,421.74	\$ 31,297.00	\$ 84,000.00	133,500.00	70,500.00		
Matsu Office				\$ 60,452.94	\$ 37,858.00	\$ 6,400.00	210.50	151.50		
Language Assistance Program						\$ 72,400.00	116,900.00	59,800.00		
Election Systems Manager & Office				Paid 100%	\$ 104,516.72	Paid 100%	\$ 67,200.00	129,800.00	149,100.00	
Military & Overseas Voting							\$ 48,900.00	75,800.00		
Voter Education/Election Worker Training							\$ 65,200.00	15,900.00		
HAVA Project Coordinator				Full salary						
HAVA Regional Training Coordinators										
Technological Security/Improvement Studies			\$ 223,900.00	1,800.00		\$ 31,200.00	176,900.00	6,000.00		
Other - Election Improvements			\$ 5,000.00				\$ 1,246.48			



6  **Sharon A. Forrest**

- > TSX license fees.
- > TSX maintenance; functionality, repair, shipping, cleaning.
- > Travel costs for adding alternative languages.

7  **Sharon A. Forrest**

- > Travel expenses for the ESM to upgrade the ballot tabulation system to Assure 1.2
- > Upgrade telephone lines used to transmit/receive TSX results.
- > TSX license fees.
- > TSX audio recordings in alternate languages.

8  **Sharon A. Forrest**

- > Freight/Postage costs for shipping TSX equipment.
- > Personnel for TSX machine support.
- > TSX phone lines
- > TSX business supplies
- > Travel for TSX functionality.

9  **Sharon A. Forrest**

- > Freight/Postage costs for shipping TSX equipment.
- > Personnel for TSX machine support.
- > TSX consumables.
- > TSX business supplies
- > Dominion Keycard licenses.

20  **Sharon A. Forrest**

- > Contractors translating forms


> supervisor travel to conduct language assistance.

21  **Sharon A. Forrest**

> Preparation for the 2008 cycle the LA program was updated.
> Lot of translation work and contracting with U of A.

22  **Sharon A. Forrest**

> Operational expenses for LAPC hired for Yup'ik assistance.
> travel expenses for ESM while assisting.
> Final contract expenses for U of A ISER study in Bethel census area to improve the Yup'ik LA program.
> brochure printing
> interpreter costs for translations and recordings.

23  **Sharon A. Forrest**

> Expenditures of the Project Coordinator.
> Used to pay for some costs associated with the OEP.

24  **Sharon A. Forrest**

> New hardware and software to implement a new system
> new computers and screens for all eight offices.

25  **Sharon A. Forrest**

Contract was reestablished and division hired a full time Data Base administrator to work with the vendor.

26  **Sharon A. Forrest**

The year the contract was terminated with VREMS vendor. Costs are:

> personnel & travel of ESM and EDSA working on development.
> IT consulting with the project.
> Server hosting costs.

- > AAMVA fees.
- > Staff costs for list maintenance.

27  **Sharon A. Forrest**


- >AAMVA application interface expenses.

28  **Sharon A. Forrest**

- > AAMVA/SSN requirements.

29  **Sharon A. Forrest**

- > AAMVA/SSN Dues
- > Travel costs for new voting system procurement/symposium.

42  **Sharon A. Forrest**

- > ESM travel expenses;
- > Optical scan units for the north slope
- > office supplies & equipment & support.

43  **Sharon A. Forrest**

- > ESM personnel costs
- > EDSA personnel costs
- > working on registration improvements, accessible voting equipment and implementation of alternative languages on the division's touch screen voting units, improvements related to language assistance and accessibility for voters, voter education and outreach, free-access through on-line voter tools, improvements to election worker training, including a new training video, and improvements to the division's website
- > reconfiguration & security of DO ballot room.
- > Wasilla Office operational costs
- > Absentee Office operations costs.

44  **Sharon A. Forrest**

> Purchase of automated ballot tabulation machine to assemble by-mail ballot packages.

45  **Sharon A. Forrest**


> Personnel costs for one person; Janet Boyer.
> Office support supplies.
> Telephone lines.
> Building lease.
> Locksmith expenses.

46  **Sharon A. Forrest**

> Personnel support costs.

56  **Sharon A. Forrest**

> Office operations.

57  **Sharon A. Forrest**

> Personnel costs for two support staff.
> Telephone lines.
> Office support products.


58  **Sharon A. Forrest**

> Personnel costs for two support staff.
> Business support supplies.

68  **Sharon A. Forrest**

> LA operational costs.
> LAPC personnel costs for the Yup'ik assistance.
> travel
> language assistance election advertising.
> AFN exhibitor space.

> Interpreters

69  **Sharon A. Forrest**

> LAC personnel costs
> LA Phone lines.
> Translated advertising for election notices.
> AFN exhibit space
> Travel to AFN
> Office support products.
> Interpreters.

70  **Sharon A. Forrest**

> LAC personnel costs.
> staff travel
> Ad orders for translated notices.
> AFN convention space.
> Interpreter services
> business supplies

80  **Sharon A. Forrest**


> ESM and EDSA personnel costs.
> activities associated with voter registration improvements, upgrading the ballot tabulation system to Assure 1.2, implementation of alternative languages on the division's touch screen voting units, improvements related to language assistance and accessibility for voters, improvements to the free-access for voters through on-line voter tools and improvements to the division's website.
> Follow-up to 2007-10 U of A security review.

81  **Sharon A. Forrest**


> ESM personnel costs.
> Support phone line.

82  **Sharon A. Forrest**


> ESM personnel costs.

86  **Sharon A. Forrest**

> Implementation of online absentee ballot delivery system.
> Associated travel costs for implementation.
> Okidata printers to support the new delivery system.
> Specialized ballot paper.

87  **Sharon A. Forrest**

>Staff travel for implementation.
> Complying with the MOVE act to implement the absentee ballot delivery system; SCYTL system.
> Dominion Assure ballot printing software.
> Postage for transport
>Online ballot supplies

93  **Sharon A. Forrest**

> HAVA Trainers personnel costs.
> HAVA Trainer travel.
>OEP pre-production costs.

94  **Sharon A. Forrest**

> Personnel costs for HAVA EW Trainers.

102  **Sharon A. Forrest**

> Contract with U of A to study Alaska's voting system & review security procedures.
> Expenditures related to study's recommendations & salary related.

103  **Sharon A. Forrest**

> UAA Election security project; phase 3. Review of ballot security and audit processes post election.

104  **Sharon A. Forrest**

> UAA Study for audit of election security.

105  **Sharon A. Forrest**

> UAA Election Process Review

106  **Sharon A. Forrest**

> Voter Verifiable? \$594

Title II,251
HAVA Title II Section 251
Grant Ledger


	2019	2020	2021 (mid year)	2021	2022 (mid year)	2022
FFR Box 12 Required Notes:						
State interest earned (current fiscal year):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State interest expended (current fiscal year):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Program income earned (current fiscal year):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Program income earned breakdown (current fiscal year):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Program income expended (current fiscal year):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Current Period Expended + Unliquidated Obligations: (For new progress report style reporting)						
Voting Equipment (expended) >						
Voting Equipment (obligations) >						
Post-Election Auditing (expended) >						
Post-Election Auditing (obligations) >						
Voter Registration Systems (expended) >	\$ 289,540.00	\$ 331,879.21	\$ 289,540.00	\$ 331,879.21	\$ (27,915.18)	\$ 216,890.82
Voter Registration Systems (obligations) >	\$ 51,772.66	\$ 804,092.66	\$ 51,772.66	\$ -	\$ 752,320.00	\$ 145,812.80
Cyber Security (expended) >						
Cyber Security (obligations) >						
Communications (expended) >						
Communications (obligations) >						
Election Administration (expended) >	\$ 376,105.86	\$ 443,814.72	\$ 376,105.86	\$ 443,814.72	\$ 358,104.40	\$ 491,884.42
Election Administration (obligations) >	\$ -	\$ -	\$ -	\$ -	\$ 1,140.00	\$ -
Voter Registration (expended) >	\$ 4,400.00	\$ 4,911.75	\$ 4,400.00	\$ 4,911.75	\$ 2,200.00	\$ -
Voter Registration (obligations) >	\$ -	\$ -	\$ -	\$ -	\$ 2,200.00	\$ -
Total >>	\$ 721,818.52	\$ 1,584,698.34	\$ 721,818.52	\$ 780,605.68	\$ 1,088,049.22	\$ 708,775.24
Expended w/o obligations:						
Title II 251 Principal:	\$ 578,232.02	\$ 331,879.21	\$ 578,232.02	\$ 331,879.21	\$ (27,915.18)	\$ 277,868.03
Title II 251 Interest:	\$ 91,813.84	\$ 448,726.47	\$ 91,813.84	\$ 448,726.47	\$ 360,304.40	\$ 430,907.21
Subtotal >>	\$ 670,045.86	\$ 780,605.68	\$ 670,045.86	\$ 780,605.68	\$ 332,389.22	\$ 708,775.24
Unliquidated Obligations >>	\$ 51,772.66	\$ 804,092.66	\$ 51,772.66	\$ -	\$ 755,660.00	\$ 145,812.80
Total >>	\$ 721,818.52	\$ 1,584,698.34	\$ 721,818.52	\$ 780,605.68	\$ 1,088,049.22	\$ 708,775.24

\$ 19,50	10	89,96	11	1,99	12	23,30	13	4,34	14	4,40	15	4,40	16	4,91	17	4,40	18	4,91	19	
29,41	30	18,10	31	26,41	32	748,25	33	296,37	34	289,54	35	331,87	36	331,87	37	289,54	38	331,87	39	
466,62	33	714,49	34	1,124,55	35	457,29	36	391,22	37	376,10	38	443,81	39	443,81	40	376,10	41	443,81	42	
878,35	47	559,82	48	810,35	49	113,0	50	106,3	51	88,1	52	90,6	53	90,6	54	88,1	55	90,6	56	
156,1	59	142,4	60	109,7	61	245,4	62	136,9	63	185,4	64	93,8	65	93,8	66	185,4	67	93,8	68	
277,8	71	136,8	72	235,0	73	65,9	74	45,7	75	66,7	76	259,3	77	259,3	78	66,7	79	259,3	80	
120,7	82	80,2	83	229,6	84		85		86											
173,3	88	177,3	89	170,7	90		91		92											
12,0	95	4,4	96	3	97	12,4	98	24,2	99											
114,0		18,3	96	65,2	97	20,4	98	77,9	99	35,8	100									
\$ 24,2	107																			



10  **Sharon A. Forrest**


- > Voting system storage room alarms.
- > TSX license fees.
- > TSX support products.
- > Postage for TSX transport.
- > Travel for TSX functionality support.

11  **Sharon A. Forrest**

- > TSX Maintenance/License fees.
- > Voting system alarm/security fees.
- > Postage for TSX transport.

12  **Sharon A. Forrest**


- > Travel costs for staff to perform functionality testing.
- > Support supplies for TSX units.
- > Refund of TSX maintenance fees.

13  **Sharon A. Forrest**

- > Personnel costs for staff to perform TSX functionality testing.
- > Alarms/securing TSX equipment rooms.
- > Supplies for TSX use.
- > Postage costs for shipping TSX units.

14  **Sharon A. Forrest**


- > AAMVA/SSN system dues.

15  **Sharon A. Forrest**

- > AAMVA/SSN system dues.

16  **Sharon A. Forrest**

> AAMVA/SSN system dues.

17  **Sharon A. Forrest**


> AAMVA/SSN system dues.

18  **Sharon A. Forrest**

> AAMVA/SSN system dues.

19  **Sharon A. Forrest**

> AAMVA/SSN system dues.

30  **Sharon A. Forrest**


> AAMVA/ SSN dues
> Travel for voter registration system support.
> IT consulting for the voter system.

31  **Sharon A. Forrest**

> AAMVA/SSN Dues
> Travel for voter system development.
> IVR (Interactive Voter Registration System) fees.

32  **Sharon A. Forrest**

> AAMVA/SSN Dues
> Travel expenses associated with the system VREMS system implementation.

33  **Sharon A. Forrest**

- > PCC replacement of the VREMS.
- > Hardware & Software for new system support.
- > contractor completed the project initiation deliverables/documents, GAP analysis and documentation, sample technical design documentation, unit testing documentation and coding for segment 1 deliverables.

34  **Sharon A. Forrest**

- > New VREMS development.
- > Target go live date late 2015.
- > Contractor completed several project plans required under the contract, functional requirement documents, segment programming, data conversion and testing requirements.

35  **Sharon A. Forrest**

- > New statewide VREMS system was deployed late 2015.
- > Successfully operated through its first Primary & General Election.
- > Enhancements added after a series of recovery tests.
- > Enhanced automated connection with DMV data transfer.
- > System moved into annual maintenance cycle.

36  **Sharon A. Forrest**

- > Period of bug fixes and enhancements for VREMS.
- > Maintenance fees.

37  **Sharon A. Forrest**

- > Maintenance fees for VREMS system.

38  **Sharon A. Forrest**

- > Maintenance fees for VREMS system.

39  **Sharon A. Forrest**


> Maintenance fees for VREMS system. Slightly higher due to more security enhancement fees.

40  **Sharon A. Forrest**


> Maintenance fees for VREMS system.

41  **Sharon A. Forrest**

> Maintenance fees for VREMS system. Slightly higher due to more security enhancement fees.

47  **Sharon A. Forrest**

- > personnel costs for one support staff
- > building lease
- > Pitney Bowes software licensing
- > business supplies

48  **Sharon A. Forrest**

- > Personnel costs for one support staff
- > Automated ballot machine maintenance fees.
- > Automated ballot mailing machine maintenance fees.
- > business supplies

49  **Sharon A. Forrest**

- > Personnel costs for one support staff.
- > Refund of some Pitney Bowes maintenance costs.

50  **Sharon A. Forrest**

- > Personnel costs for one support staff.
- > Business supplies.

51  **Sharon A. Forrest**

> Personnel costs for one support staff - Absentee Coordinator.

52  **Sharon A. Forrest**

> Personnel costs for one support staff - Absentee Coordinator.

53  **Sharon A. Forrest**

> Personnel costs for one support staff - Absentee Coordinator.

54  **Sharon A. Forrest**

> Personnel costs for one support staff - Absentee Coordinator.

55  **Sharon A. Forrest**

> Personnel costs for one support staff - Absentee Coordinator.

59  **Sharon A. Forrest**

> Personnel costs for two support staff.


> building lease

> business supplies

60  **Sharon A. Forrest**

> personnel costs for two support staff.

> business supplies

61  **Sharon A. Forrest**

> Personnel costs for two support staff

> Lease costs

> Business supplies

62  **Sharon A. Forrest**

> Personnel costs for two support staff.

> Lease cost

> Business supplies


63  **Sharon A. Forrest**

> Personnel costs for support staff.

64  **Sharon A. Forrest**

> Personnel costs for RAS / one support staff.

> Lease costs.

65  **Sharon A. Forrest**

> Personnel costs for one support staff.

66  **Sharon A. Forrest**

> Personnel costs for RAS / one support staff.

> Lease costs.

67  **Sharon A. Forrest**

> Personnel costs for one support staff.

71  **Sharon A. Forrest**

> LAC personnel costs

> Ad orders for translated election notices


> bilingual handbooks and help stickers.

> interpreter costs


- > office support licenses
- > telephone lines
- > AFN convention space
- > travel for LA translation sessions and to AFN.
- > business supplies

72  **Sharon A. Forrest**


- > LAC Personnel costs
- > Travel for translation support.
- > Ad orders for translated election notices
- > AFN convention space.
- > Interpreter services
- > Translated printed materials
- > business supplies

73  **Sharon A. Forrest**

- > Personnel costs for LACM and LAC. First year mention of the compliance manager being on staff.
- > Interpreter/translation panels member costs.
- > Travel for LACM, LAC and panel members.
- > Translated printed and audio election materials and glossaries.
- > Outreach to tribal councils.
- > AFN convention space for ANL outreach.
- > Travel to AFN convention.
- > Business supplies

74  **Sharon A. Forrest**

- > Payroll for LACM and LAC.

75  **Sharon A. Forrest**

- > Personnel costs for either LACM or LAC.
- > Ad order costs for translated election notices.

76  **Sharon A. Forrest**


- > Personnel costs for either LACM or LAC.
- > Ad order costs for translated election notices.

77  **Sharon A. Forrest**

- > Personnel costs for LACM and LAC.
- > Interpreter and translation panel member personnel costs.
- > Ad orders for translated election notices.
- > Printed translated materials.
- > Business supplies.

78  **Sharon A. Forrest**

- > Personnel costs for either LACM or LAC.
- > Ad order costs for translated election notices.

79  **Sharon A. Forrest**

- > Personnel costs for LACM and LAC.
- > Interpreter and translation panel member personnel costs.
- > Ad orders for translated election notices.
- > Printed translated materials.
- > Business supplies.

83  **Sharon A. Forrest**

- > ESM personnel costs

84  **Sharon A. Forrest**

> ESM personnel costs

85  **Sharon A. Forrest**

> Personnel costs for ESM and ESDM.

88  **Sharon A. Forrest**

> ballot paper

> postage

> business supplies

89  **Sharon A. Forrest**

> Ballot Software delivery maintenance fees; SCYTL

90  **Sharon A. Forrest**

> Travel expenses for A&P Manager to attend Uniform & Overseas Citizen Absentee Voting Act meeting.

91  **Sharon A. Forrest**

> Maintenance fees for the automated ballot system used by the A&P Office.

> Maintenance fees for the SCYTL online absentee ballot system.


92  **Sharon A. Forrest**

> SCYTL online ballot delivery maintenance fees.

95  **Sharon A. Forrest**

> Travel for HAVA EW Trainers for training and functionality testing.


- > Postage
- > Business Supplies
- > Replaced the interactive voice system for polling place location.
- > Interstate cost check of registration records.

96  **Sharon A. Forrest**

- > HAVA EW Trainers personnel costs.
- > Travel for HAVA EW Trainers.
- > Forms printing
- > Business support supplies.

97  **Sharon A. Forrest**

- > Portion of ERIC start-up membership costs for interstate voter verification.
- > HAVA EW Trainer Coordinators personal costs.
- > EW Training.

98  **Sharon A. Forrest**

- > HAVA EW Training Coordinator personnel costs.
- > 2016 GENR EW Training costs

99  **Sharon A. Forrest**

- > HAVA EW Training Coordinators personnel costs.
- > Travel for HAVA Training Coordinators.

100  **Sharon A. Forrest**

- > HAVA EW Training Coordinator personnel costs from 2018 GENR.

101  **Sharon A. Forrest**

- > HAVA EW Training Coordinator personnel costs from 2018 GENR.

107  Sharon A. Forrest

> Posters

> election supplies shipping bags, envelopes, and more.

Title II,251
HAVA Title II Section 251
Grant Ledger

Dark gray - the expenditure reports were difficult to interpret.
Could not locate full details for expenditures category references.

2018 + 2020 + 2022 Election Security Grant
Ledger

Section	Transactions	2018	2019	2020	2021 Mid year numbers	2021	2022 Mid year numbers
Federal Expenditures and Unobligated Balance							
D.	Total Federal funds authorized	\$ 3,000,000.00	\$ 3,000,000.00	\$ 6,000,000.00	\$ 6,000,000.00	\$ 6,000,000.00	\$ 6,000,000.00
E.	Federal share of expenditures (cumulative)	\$ -	\$ 20,981.74	\$ 3,041,880.99	\$ 3,735,126.95	\$ 3,998,246.20	\$ 4,475,618.04
F.	Federal share of unliquidated obligations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
G.	Total Federal share (sum of lines e + f)	\$ -	\$ 20,981.74	\$ 3,041,880.99	\$ 3,735,126.95	\$ 3,998,246.20	\$ 4,475,618.04
H.	Unobligated balance of Federal funds (line d - g)	\$ 3,000,000.00	\$ 2,979,018.26	\$ 2,958,119.01	\$ 2,264,873.05	\$ 2,001,753.80	\$ 1,524,381.96
Recipient Share (State Match Principal)							
I.	Total recipient share of required	\$ 1,627,783.00	\$ 1,679,395.03	\$ 2,313,468.56	\$ 2,305,642.60	\$ 2,313,829.79	\$ 2,299,490.97
J.	Recipient share of expenditures	\$ -	\$ 1,104.30	\$ 160,099.00	\$ 196,585.63	\$ 210,434.01	\$ 235,558.84
K.	Remaining recipient share to be provided (line I - J)	\$ 1,627,783.00	\$ 1,678,290.73	\$ 2,153,369.56	\$ 2,109,056.97	\$ 2,103,395.78	\$ 2,063,932.13
Program Income (Federal and State Interest)							
L.	Total Federal program income earned (cumulative)	\$ 10,578.00	\$ 106,034.24	\$ 167,982.95	\$ 160,011.53	\$ 168,778.80	\$ 156,201.62
M.	Program income expended—deduction alternative						
N.	Program income expended - addition alternative (cumulative)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
O.	Unexpended program income (line l - m or n)	\$ 10,578.00	\$ 106,034.24	\$ 167,982.95	\$ 160,011.53	\$ 168,778.80	\$ 156,201.62
P.	Total Federal interest earned (cumulative)						
Q.	Federal interest expenditures (cumulative)						
R.	Remaining Federal interest to be expended (line p minus q)						
<p><i>For the annual 2022 report and on forward, they changed the FFR to have 3 additional lines: The federal interest formerly reported in (L) to (O) is shifted down to (P) to (R).</i></p>							
Period Detail							
(E.)	Federal Share of expenditures (period only)	\$ -	\$ 22,086.04	\$ 3,020,899.25	\$ 693,245.96	\$ 956,365.21	\$ 477,371.84
(L.)	Federal program income earned (period only)	\$ 10,578.00	\$ 95,456.24	\$ 61,948.71	\$ (7,971.42)	\$ 795.85	\$ (12,577.18)
(N.)	Program income expended - addition alternative (period only)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(I.)	State Match =	\$ 1,626,612.00	\$ 1,627,783.00	\$ 2,279,395.03	\$ 2,313,468.56	\$ 2,313,468.56	\$ 2,313,829.79
(I.)	State Match interest earned (period only)	\$ 1,171.00	\$ 51,612.0326	\$ 34,073.53	\$ (7,825.96)	\$ 361.23	\$ (14,338.82)
		\$ 1,627,783.00	\$ 1,679,395.03	\$ 2,313,468.56	\$ 2,305,642.60	\$ 2,313,829.79	\$ 2,299,490.97
(J.)	State Match expended (period only)		\$ 1,104.30	\$ 158,994.70	\$ 36,486.63	\$ 50,335.01	\$ 25,124.83
(L. + I.)	Combined Interest of Federal & Recipient Share (period only)	\$ 11,749.00	\$ 147,068.28	\$ 96,022.24	\$ (15,797.38)	\$ 1,157.08	\$ (26,916.00)
	Expended Period Total (Federal + Match + Interest)			\$ 3,179,893.95			
	FFY balance of principal + match + interest w/o obligations:			\$ 5,279,471.53			
	FFY balance of principal + match + interest with obligations:			\$ 5,279,471.53			
	Authorized Federal Grants:	\$ 3,000,000.00		\$ 3,000,000.00			
	Additional State Match Deposited:			\$ 600,000.00			

1  **Sharon A. Forrest**

12/13/21.

The reason for the change to zero at this point...

After a discussion with Peg/EAC, it was determined I had been reporting encumbrances incorrectly as unliquidated obligations. Peg noted:

"On the FFR, you should only report funds actually expended during the reporting period which would include expenses you incurred during the period for which you have not yet been billed. And while you may pay those expenses in the succeeding year, you report them in the current year because that is when they were incurred. Don't report them again in the succeeding year or, if you operate on a cash basis, don't include them in the previous year, only include them in the year in which we pay them. This may not be what you need to do for state accounting procedures, but it would be accurate for reporting on federal grant funds expended."

For future reports consider: An unliquidated obligation is a cost actually incurred during the reporting period that was not paid by the closing date on the reporting period. Do not include any amount for a future commitment of funds (such as a long term contract or encumbrance).

2  **Sharon A. Forrest**

12/13/2021 reminder note:

Line I is cumulative of two parts - containing the match and interest earned. This line will grow as interest (& income) is earned on top of the base state match.

At the finish of of the grant state match expenditures, the figures for I and J should be equal.


In addition, the state may well have earned true program income under the grant that would have been added to the recipient share on Line 10i instead of on Line 10l.

7  **Sharon A. Forrest**

Decision was made by the EAC to combine reporting for the 2018 and 2020 Election security grant.


2018 + 2020 + 2022 Election Security Grant
Ledger

2022	2023		
	Q1 numbers	Q2 numbers	
\$ 7,000,000.00	\$ 7,000,000.00	\$ 8,000,000.00	
\$ 4,860,948.17	\$ 5,206,628.93	\$ 5,195,293.32	
\$ -			
\$ 4,860,948.17	\$ 5,206,628.93	\$ 5,195,293.32	
\$ 2,139,051.83	\$ 1,793,371.07	\$ 2,804,706.68	
<hr/>			
\$ 2,483,873.60	\$ 2,496,673.98	\$ 2,520,581.95	
\$ 255,839.38	\$ 274,033.10	\$ 262,697.50	
\$ 2,228,034.22	\$ 2,222,640.88	\$ 2,257,884.45	
<hr/>			
\$ 145,362.73	\$ 158,013.67	\$ 179,139.15	
\$ -	\$ -	\$ -	
\$ 145,362.73	\$ 158,013.67	\$ 179,139.15	
\$ 862,701.97	\$ 345,680.76	\$ 334,340.00	3
\$ (23,416.07)	\$ 12,650.94	\$ 21,130.00	4
\$ -	\$ -	\$ -	
\$ 2,513,829.79	\$ 2,483,873.60	\$ 2,496,673.98	5
\$ (29,956.20)	\$ 12,800.38	\$ 23,900.00	
\$ 2,483,873.60	\$ 2,496,673.98	\$ 2,520,581.95	
\$ 45,405.37	\$ 18,193.72	\$ 6,800.00	6
\$ (53,372.27)	\$ 25,451.32		
\$ 1,000,000.00	\$ 1,000,000.00		8
\$ 200,000.00		3/31 - match not deposited \$ 200,000.00	9
			10

3  **Forrest, Sharon A (GOV)**


Notes:

Q1 + Q2 expenditures.

4  **Forrest, Sharon A (GOV)**


Notes:

Q2 Only

5  **Forrest, Sharon A (GOV)**


Notes:

Q2 only

6  **Forrest, Sharon A (GOV)**

Notes:

Q1 + Q2 Expenditures


8  **Forrest, Sharon A (GOV)**

Notes:

2022 ES Grant.

NGA of 3/16/22

Deposited 7/22/22 into the election fund.


9  **Forrest, Sharon A (GOV)**

Notes:

2023 ES Grant.

NGA of 3/08/23

Deposited 3/16/23 into the election fund.

10  **Forrest, Sharon A (GOV)**

Notes:


Check to see if match was deposited by the Q3 reporting period.

2018 + 2020 + 2022 Election Security Grant
Ledger

<i>Last revised</i> _____ - SAF							
	2018	2019	2020	Mid-year tally:		2021	2022
FFR Box 12 Required Notes:							
State interest earned (current fiscal year):			\$ 34,073.53	\$ (7,825.96)	\$ 361.23	\$ (14,338.82)	
State interest expended (current fiscal year):				\$ -	\$ -		
Program income earned (current fiscal year):			\$ -	\$ -	\$ -		
Program income earned breakdown (current fiscal year):				\$ -	\$ -		
Program income expended (current fiscal year):				\$ -	\$ -		
<hr/>							
Current Period Expended + Unliquidated Obligations:				Mid-year tally:			
(For new progress report style reporting)							
Federal share of expenditures:							
Voting Equipment & Processes (expended) >	\$ 20,981.74	\$ 3,000,674.37	\$ 507,449.79	\$ 580,720.00	12	\$ 274,229.67	
Voting Equipment & Processes (obligations) >			\$ 1,000,248.96				
Voting Processes (expended) >							
Voting Processes (obligations) >							
Post-Election Auditing (expended) >						\$ -	
Post-Election Auditing (obligations) >						\$ -	
Voter Registration Systems (expended) >					\$ 53,140.00	14	\$ 33,096.10
Voter Registration Systems (obligations) >							
Cyber/Physical Security (expended) >			\$ 16,366.65	\$ 132,060.00	15	\$ 152,148.14	
Cyber/Physical Security (obligations) >			\$ 1,990.20				
Communications (expended) >			\$ 169,429.53	\$ 181,970.00	17	\$ 9,770.20	
Communications (obligations) >							
Voter Education (expended) >							
Voter Education (obligations) >							
Election Security Training (expended) >					\$ 4,080.25		\$ 8,127.73
Election Security Training (obligations) >							
Other (expended) >			\$ 4,650.00	\$ 4,360.00	20		
Other (obligations) >							
Coronavirus Mitigation >		\$ 15,560.00					
Subtotal Federal >>	\$ 20,981.74	\$ 3,020,899.25	\$ 1,695,485.12	\$ 956,365.21		\$ 477,371.84	
State share of expenditures:							
Voting Equipment & Processes (expended) >	\$ 1,104.30	\$ 157,930.23	\$ 26,707.88	\$ 30,564.26		\$ 14,433.14	
Voting Equipment & Processes (obligations) >			\$ -			\$ -	
Voting Processes (expended) >							
Voting Processes (obligations) >							
Post-Election Auditing (expended) >						\$ -	
Post-Election Auditing (obligations) >						\$ -	
Voter Registration Systems (expended) >				\$ 2,797.25		\$ 1,741.90	
Voter Registration Systems (obligations) >						\$ -	
Cyber/Physical Security (expended) >			\$ 861.40	\$ 6,950.91		\$ 8,007.80	
Cyber/Physical Security (obligations) >			\$ -			\$ -	
Communications (expended) >			\$ 8,917.34	\$ 9,577.87		\$ 514.22	
Communications (obligations) >			\$ -			\$ -	
Voter Education (expended) >							
Voter Education (obligations) >							
Election Security Training (expended) >					\$ 214.75	\$ 427.78	
Election Security Training (obligations) >							
Other (expended) >		\$ 24,000.00		\$ 22,000.00	23		
Other (obligations) >							

12  **Sharon A. Forrest**

01225*
Dominion Voting Annual Maintenance & Equipment Encumbrance

13  **Forrest, Sharon A (GOV)**


Notes:
Generally, for any expenditures that do not fit in the other main categories, you should include them under "Voting Processes." The rationale is that if you are conducting training or other election-related activity it would generally be in support of voting processes and procedures.

14  **Sharon A. Forrest**

01226*
NCC Group VREMS security build verification and SAST Scans.

15  **Sharon A. Forrest**

01226*
TOPS Structured Communications Scans

16  **Forrest, Sharon A (GOV)**


Notes:
Communications expenditures could be included under "Voter Education" if it's related to instructions or educational materials for voters.

17  **Sharon A. Forrest**

01226*
Carahsoft ZOOM Licenses for communications.


18  **Forrest, Sharon A (GOV)**

Notes:
The Other category should be reserved for expenditures like bank fees and indirect costs.

19  **Forrest, Sharon A (GOV)**


Notes:

This was furniture for the voting equipment. Categorized here before the EAC shifted the definition.

20  **Forrest, Sharon A (GOV)**


Notes:

This amount belonged in the cyber security category after reviewing the bills; it was reported there on the EAC progress report.

21  **Forrest, Sharon A (GOV)**

Notes:

Unique to this year. Categorized here before we got the cares grant.

22  **Forrest, Sharon A (GOV)**

Notes:

This was furniture for the voting equipment. Categorized here before the EAC shifted the definition.

23  **Forrest, Sharon A (GOV)**

Notes:


This amount belonged in the cyber security category after reviewing the bills; it was reported there on the EAC progress report.

Title I, 101 ES

2018 + 2020 + 2022 Election Security Grant
Ledger

\$	(29,956.20)	\$	12,800.38		
<hr/>					
<i>Message about 2022</i>					
\$	477,712.91	\$	302,845.79	\$	3,876,606.81
\$	65,937.60	\$	-	\$	86,243.85
\$	258,103.37	\$	26,070.65	\$	284,215.44
		\$	5,428.72	\$	191,749.81
\$	50,496.14				
\$	10,451.96			\$	12,207.98
				\$	9,028.64
				\$	15,565.52
<hr/>					
\$	862,701.98	\$	334,345.15		
\$	25,142.79	\$	15,939.25	\$	204,031.93
\$	3,470.40			\$	4,539.15
\$	13,584.39	\$	(9,366.86)	\$	14,958.71
		\$	285.72	\$	10,092.09
\$	2,657.69				
\$	550.10			\$	642.53
				\$	475.19

11

11  **Forrest, Sharon A (GOV)**

Notes:

In 2022, the EAC changed around their progress report categories. They are phasing out communications and suggesting those expenses be more logically put in either Voting Processes or Voter Education.


Voting Processes = Generally, for any expenditures that do not fit in the other main categories, you should include them under "Voting Processes." The rationale is that if you are conducting training or other election-related activity it would generally be in support of voting processes and procedures.

Communications expenditures could be included under "Voter Education" if it's related to instructions or educational materials for voters.

Title I, 101 ES

2018 + 2020 + 2022 Election Security Grant
Ledger

<i>Coronavirus Mitigation ></i>				8,444						
Subtotal State Share >>	\$	1,104.30	\$	158,994.70	\$	36,486.63	\$	50,335.01	\$	25,124.84
ES Grant Principal:	\$	20,981.74	\$	3,020,899.25	\$	693,245.96	\$	956,365.21	\$	477,371.84
ES Grant State Share:	\$	1,104.30	\$	158,994.70	\$	36,486.63	\$	50,335.01	\$	25,124.84
Subtotal >>	\$	22,086.04	\$	3,179,893.95	\$	729,732.59	\$	1,006,700.22	\$	502,496.68
Unliquidated Obligations >>	\$	-	\$	0	\$	1,002,239.16	\$	-	\$	-
Total >>	\$	22,086.04	\$	3,179,893.95	\$	1,731,971.75	\$	1,006,700.22	\$	502,496.68

24  **Forrest, Sharon A (GOV)**

Notes:

Unique to this year. Categorized here before we got the cares grant.

Title I, 101 ES

2018 + 2020 + 2022 Election Security Grant Ledger

			819.24
\$	45,405.37	\$	6,858.12
\$	862,701.98	\$	334,345.15
\$	45,405.37	\$	6,858.12
\$	908,107.34	\$	341,203.27
\$	908,107.34	\$	341,203.27

CARES

CARES Grant Ledger

Section	Transactions	2020	FINAL 1/1/21 - 3/31/21	April
Federal Expenditures and Unobligated Balance				
D.	Total Federal funds authorized	\$ 3,000,000.00	\$ 3,000,000.00	
E.	Federal share of expenditures <i>(cumulative)</i>	\$ 2,366,992.54	\$ 2,366,992.54	
F.	Federal share of unliquidated obligations	\$ -	\$ -	
G.	Total Federal share (sum of lines e + f)	\$ 2,366,992.54	\$ 2,366,992.54	
H.	Unobligated balance of Federal funds (line d - g)	\$ 633,007.46	\$ 633,007.46	
Recipient Share (State Match Principal)				
I.	Total recipient share of required	\$ 473,398.51		
J.	Recipient share of expenditures	\$ 473,854.90		
K.	Remaining recipient share to be provided (line I - J)	\$ (456.39)		
Program Income (Federal and State Interest)				
L.	Total Federal program income earned <i>(cumulative)</i>	\$ 12,420.66	\$ 8,478.65	\$ 7,119.15
M.	Program income expended – deduction alternative			
N.	Program income expended - addition alternative <i>(cumulative)</i>	\$ -	\$ -	
O.	Unexpended program income (line l - m or n)	\$ 12,420.66	\$ 8,478.65	
Period Detail				
(E.)	Federal Share of expenditures <i>(period only)</i>	\$ 2,366,992.54	\$ -	
(L.)	Federal program income earned <i>(period only)</i>	\$ 12,420.66	\$ (3,942.01)	\$ (1,352.17)
(N.)	Program income expended - addition alternative <i>(period only)</i>	\$ -		
(I.)	State Match =	\$ 473,854.90		
(I.)	State Match interest earned <i>(period only)</i>	\$ -		
		\$ 473,854.90		
(J.)	State Match expended <i>(period only)</i>			
(L. + I.)	Combined Interest of Federal & Recipient Share <i>(period only)</i>	\$ 12,420.66		
	Expended Period Total (Federal + Match + Interest)	\$ 2,840,847.44		
	FFY balance of principal + match + interest w/o obligations:	\$ 644,971.73		
	FFY balance of principal + match + interest with obligations:	\$ 644,971.73		
	Authorized Federal Grants:	\$ 3,000,000.00		
	<i>Last revised 5/18/2021 - SAF</i>			

Current Period Expended + Unliquidated Obligations: 2020 2020
(For new progress report style reporting) **Federal** **State**

1  **Sharon A. Forrest**

In the original filing the interest calculations provided by finance were slightly less.

I amended the annual report to \$12,420.66 when certifying the Final report for the EAC.

2  **Sharon A. Forrest**

Only April's interest earnings. Summarized the cumulative interest for the EAC to return the unused interest.

3  **Sharon A. Forrest**

No interest earned; CARES did not require deposit in the election fund. Match was provided with UGF from operating and P&G funds.

CARES

CARES Grant Ledger

Voting Processes	\$	768,606.12	\$	180,029.22
Staffing	\$	906,771.44	\$	181,673.80
Security and Training	\$	20,944.60	\$	5,124.65
Communications	\$	96,598.88	\$	24,149.72
Supplies	\$	574,071.50	\$	82,877.51
Total:	\$	2,366,992.54	\$	473,854.90

FFR Box 12 Required Notes:

	2020
State interest earned (current fiscal year):	\$ -
State interest expended (current fiscal year):	\$ -
Program income earned (current fiscal year):	\$ -
Program income earned breakdown (current fiscal year):	\$ -
Program income expended (current fiscal year):	\$ -

1  **SAFORREST**

For Q4, this appropriation starts fundiing Mat-su and A&P in addition to LA.

2  **SAFORREST**


This fund has the potential to spend both Principal and Interest from the election fund. However, during FFY19, no interest will be spent and so the two types are not broken apart yet. FFY20 will show further detail.

Capital Outlay (75000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ 12,117.25	\$ 2,508.76	\$ 6,355.73	\$ -	\$ -	\$ -	\$ -	\$ 11,826.31	\$ 290.94	\$ -	\$ 1,195.20	\$ 1,313.57	\$ 504.45	\$ 1,099.44	\$ 4,751.84	\$ -
Title I 101 State Principal (2018 ES Grant)																	
Personal Services (71000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel (72000)	\$ -	\$ -	\$ 129.42	\$ 119.14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60.88	\$ 68.54	\$ 26.55	\$ 57.87	\$ 34.72	\$ -
Contractual (73000)	\$ -	\$ 637.75	\$ 2.63	\$ 0.68	\$ -	\$ -	\$ -	\$ 622.44	\$ 15.31	\$ -	\$ -	\$ 2.03	\$ 0.60	\$ -	\$ -	\$ 0.68	\$ -
Supplies (74000)	\$ -	\$ -	\$ -	\$ 214.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 214.70	\$ -
Capital Outlay (75000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ 637.75	\$ 132.04	\$ 334.51	\$ -	\$ -	\$ -	\$ 622.44	\$ 15.31	\$ -	\$ 62.91	\$ 69.14	\$ 26.55	\$ 57.87	\$ 250.10	\$ -	\$ -
Fund Annual Total:	\$ 22,086.04																
All Funds Quarterly Summary:	\$ 295,349.38	\$ 125,089.09	\$ 114,052.83	\$ 381,933.40	\$ 84,378.32	\$ 161,168.47	\$ 49,802.59	\$ 39,239.97	\$ 49,510.28	\$ 36,338.84	\$ 38,340.77	\$ 39,974.88	\$ 35,737.18	\$ 312,168.36	\$ 29,398.37	\$ 40,366.67	\$ -
Expenditures by Grant Type																	
Title I 101 Interest (old 2003):	\$ 94,095.51	\$ 54,646.23	\$ 2,335.00	\$ 73,216.06	\$ 44,441.38	\$ 21,573.98	\$ 28,080.15	\$ 18,741.70	\$ 19,436.03	\$ 16,468.50	\$ 800.00	\$ 1,265.00	\$ 270.00	\$ 11,032.99	\$ 26,818.34	\$ 35,364.73	\$ -
Title II 251 Principal:	\$ 115,500.03	\$ 54,787.86	\$ 107,017.03	\$ 300,927.10	\$ 38,916.94	\$ 55,670.65	\$ 20,912.44	\$ 17,598.27	\$ 17,625.50	\$ 19,564.09	\$ 36,320.77	\$ 36,611.78	\$ 34,084.48	\$ 300,604.37	\$ 322.73	\$ -	\$ -
Title II 251 Interest:	\$ 85,753.84	\$ 2,900.00	\$ 2,060.00	\$ 1,100.00	\$ 1,020.00	\$ 83,923.84	\$ 810.00	\$ 2,900.00	\$ -	\$ -	\$ 1,220.00	\$ 840.00	\$ -	\$ -	\$ 1,100.00	\$ -	\$ -
Title I 101 ES Principal (new 2018):	\$ -	\$ 12,117.25	\$ 2,508.76	\$ 6,355.73	\$ -	\$ -	\$ -	\$ -	\$ 12,448.75	\$ 306.25	\$ -	\$ 1,258.10	\$ 1,382.70	\$ 531.00	\$ 1,157.30	\$ 5,001.94	\$ -
Title I 101 ES State Match (new 2018):	\$ -	\$ 637.75	\$ 132.04	\$ 334.51	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grant Expenditures Quarterly Summary:	\$ 295,349.38	\$ 125,089.09	\$ 114,052.83	\$ 381,933.40	\$ 84,378.32	\$ 161,168.47	\$ 49,802.59	\$ 39,239.97	\$ 49,510.28	\$ 36,338.84	\$ 38,340.77	\$ 39,974.88	\$ 35,737.18	\$ 312,168.36	\$ 29,398.37	\$ 40,366.67	\$ -
Title I 101 Interest (old 2003):	\$ 224,292.80																
Title II 251 Principal:	\$ 578,232.02																
Title II 251 Interest:	\$ 91,813.84																
Title I 101 ES Fed Principal (new 2018):	\$ 20,981.74																
Title I 101 ES State Principal (new 2018):	\$ 1,104.30																
Grants Annual Summary:	\$ 916,424.70																



FFY20 Funds/Budget Lines					< By Qtr By Mnth >							
	Q1 Oct-Dec	Q2 Jan-Mar	Q3 Apr-Jun	Q4 Jul-Sept		Oct	Nov	Dec	Jan	Feb	March	April
APPR: 018700000												
LA, Mat-su, A&P												
Personal Services (71000)	\$ 94,328.70	\$ 113,767.80	\$ 125,144.99	\$ 184,997.63		\$ 35,971.05	\$ 28,447.43	\$ 29,910.22	\$ 40,632.37	\$ 36,624.45	\$ 36,510.98	\$ 38,231.98
Travel (72000)	\$ 527.37	\$ -	\$ -	\$ -		\$ 307.37	\$ 220.00	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual (73000)	\$ 2,604.50	\$ 2,843.76	\$ 1,694.33	\$ 15,836.20		\$ 1,104.50	\$ 500.00	\$ 1,000.00	\$ 1,564.80	\$ 290.96	\$ 988.00	\$ 1,124.33
Supplies (74000)	\$ 148.00	\$ 498.86	\$ 775.08	\$ 2,092.18		\$ 148.00	\$ -	\$ -	\$ 390.63	\$ -	\$ 108.23	\$ -
Capital Outlay (75000)	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 97,608.57	\$ 117,110.42	\$ 127,614.40	\$ 202,926.01		\$ 37,530.92	\$ 29,167.43	\$ 30,910.22	\$ 42,587.80	\$ 36,915.41	\$ 37,607.21	\$ 39,356.31
Breakdown of 018700000 by type of grant:												
Title I 101 Interest (LA, Mat-su, A&P)												
Personal Services (71000)	\$ 93,253.06	\$ -	\$ -	\$ -		\$ 35,971.05	\$ 28,447.43	\$ 28,810.00				
Travel (72000)	\$ 527.37	\$ -	\$ -	\$ -		\$ 307.37	\$ 220.00					
Contractual (73000)	\$ 2,604.50	\$ -	\$ -	\$ -		\$ 1,104.50	\$ 500.00	\$ 1,000.00				
Supplies (74000)	\$ 148.00	\$ -	\$ -	\$ -		\$ 148.00						
Capital Outlay (75000)	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -				
	\$ 96,532.93	\$ -	\$ -	\$ -		\$ 37,530.92	\$ 29,167.43	\$ 29,834.58	\$ -	\$ -	\$ -	\$ -
Title II 251 Interest (Mat-su, A&P, LA Cont.)												
Personal Services (71000)	\$ 1,075.64	\$ 113,767.80	\$ 125,144.99	\$ 184,997.63				\$ 1,075.64	\$ 40,632.37	\$ 36,624.45	\$ 36,510.98	\$ 38,231.98
Travel (72000)	\$ -	\$ -	\$ -	\$ -							\$ -	\$ -
Contractual (73000)	\$ -	\$ 2,843.76	\$ 1,694.33	\$ 15,836.20					\$ 1,564.80	\$ 290.96	\$ 988.00	\$ 1,124.33
Supplies (74000)	\$ -	\$ 498.86	\$ 775.08	\$ 2,092.18					\$ 390.63		\$ 108.23	\$ -
Capital Outlay (75000)	\$ -	\$ -	\$ -	\$ -							\$ -	\$ -
	\$ 1,075.64	\$ 117,110.42	\$ 127,614.40	\$ 202,926.01		\$ -	\$ -	\$ 1,075.64	\$ 42,587.80	\$ 36,915.41	\$ 37,607.21	\$ 39,356.31
APPR: 012200000												
HAVA VREMS Rplcmnt												
Personal Services (71000)	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel (72000)	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual (73000)	\$ 2,702.57	\$ 820.00	\$ 6,962.74	\$ 289,920.00		\$ 2,702.57	\$ -	\$ -	\$ 820.00	\$ -	\$ -	\$ 6,962.74
Supplies (74000)	\$ 1,585.00	\$ 236.58	\$ 371.92	\$ -		\$ 1,585.00	\$ -	\$ -	\$ -	\$ 236.58	\$ -	\$ 371.92
Capital Outlay (75000)	\$ 29,280.40	\$ -	\$ -	\$ -			\$ -	\$ 29,280.40	\$ -	\$ -	\$ -	\$ -
	\$ 33,567.97	\$ 1,056.58	\$ 7,334.66	\$ 289,920.00		\$ 4,287.57	\$ -	\$ 29,280.40	\$ 820.00	\$ 236.58	\$ -	\$ 7,334.66
APPR: 012250000												
2018 ES Grant												
Personal Services (71000)	\$ -	\$ 1.17	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.17	\$ -
Travel (72000)	\$ 12,126.94	\$ 18,380.90	\$ 829.18	\$ -		\$ 1,795.48	\$ 3,738.53	\$ 6,592.93	\$ 11,101.26	\$ 4,061.77	\$ 3,217.87	\$ 530.78
Contractual (73000)	\$ 53.95	\$ 101.75	\$ 180,052.78	\$ 19,355.65		\$ -	\$ (15.00)	\$ 68.95	\$ 11.25	\$ 94.00	\$ (3.50)	\$ 195.60
Supplies (74000)	\$ 824.30	\$ 123.54	\$ 87,760.58	\$ 122,437.04		\$ -	\$ -	\$ 824.30	\$ 83.97	\$ -	\$ 39.57	\$ 21,638.33
Capital Outlay (75000)	\$ -	\$ 7,952.00	\$ 2,320,616.27	\$ 409,277.90		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,952.00	\$ 2,005,977.66
	\$ 13,005.19	\$ 26,559.36	\$ 2,589,258.81	\$ 551,070.59		\$ 1,795.48	\$ 3,723.53	\$ 7,486.18	\$ 11,196.48	\$ 4,155.77	\$ 11,207.11	\$ 2,028,342.37
Breakdown of 012250000 by type of funding:												
Title I 101 ES Principal												
						\$ 1,795.48	\$ 3,723.53	\$ 7,486.18	\$ 11,196.48	\$ 4,155.77	\$ 11,207.11	\$ 2,028,342.37

Starting in 2021, expenditures transition to being funded by Title II 251. Need to adjust lines

1  **Sharon A. Forrest**

This month used the last of the 101 funding. The excess payroll expenses were moved down to 251 interest funding and continued on that timeline. Original payroll on this line was noted at \$29910.22.

May	June	Jul	Aug	Sept	Oct	Nov	Dec	Jan
\$ 42,995.57	\$ 43,917.44	\$ 42,304.95	\$ 62,390.30	\$ 80,302.38				
\$ -	\$ -	\$ -	\$ -	\$ -				
\$ 570.00	\$ -	\$ 648.00	\$ 4,190.00	\$ 10,998.20				
\$ 664.97	\$ 110.11	\$ -	\$ 434.76	\$ 1,657.42				
\$ -	\$ -	\$ -	\$ -	\$ -				
\$ 44,230.54	\$ 44,027.55	\$ 42,952.95	\$ 67,015.06	\$ 92,958.00				

after remaining interest is determined for December.

\$ -	\$ -	\$ -	\$ -	\$ -				
\$ 42,995.57	\$ 43,917.44	\$ 42,304.95	\$ 62,390.30	\$ 80,302.38				
\$ 570.00		\$ 648.00	\$ 4,190.00	\$ 10,998.20				
\$ 664.97	\$ 110.11		\$ 434.76	\$ 1,657.42				
\$ 44,230.54	\$ 44,027.55	\$ 42,952.95	\$ 67,015.06	\$ 92,958.00				

\$ -	\$ -	\$ -	\$ -	\$ -				
\$ -	\$ -	\$ -	\$ -	\$ -				
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 289,920.00			
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 289,920.00			

\$ -	\$ -	\$ -	\$ -	\$ -				
\$ 298.40	\$ -	\$ -	\$ -	\$ -				
\$ 178,720.00	\$ 1,137.18	\$ 7,062.00	\$ 3,515.16	\$ 8,778.49				
\$ 36,505.59	\$ 29,616.66	\$ 1,375.04	\$ 101,894.39	\$ 19,167.61				
\$ 314,638.61	\$ -	\$ 43,000.00	\$ 366,277.90	\$ -				
\$ 530,162.60	\$ 30,753.84	\$ 51,437.04	\$ 471,687.45	\$ 27,946.10				
\$ 530,162.60	\$ 30,753.84	\$ 51,437.04	\$ 471,687.45	\$ 27,946.10				

Personal Services (71000)	\$ -	\$ 1.11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.11	\$ -
Travel (72000)	\$ 11,520.59	\$ 17,461.86	\$ 787.72	\$ -	\$ -	\$ 1,705.71	\$ 3,551.60	\$ 6,263.28	\$ 10,546.20	\$ 3,858.68
Contractual (73000)	\$ 51.25	\$ 96.66	\$ 171,050.14	\$ 18,387.87	\$ -	\$ -	\$ (14.25)	\$ 65.50	\$ 10.69	\$ 89.30
Supplies (74000)	\$ 783.09	\$ 117.36	\$ 83,372.55	\$ 116,315.19	\$ -	\$ -	\$ -	\$ 783.09	\$ 79.77	\$ -
Capital Outlay (75000)	\$ -	\$ 7,554.40	\$ 2,204,585.46	\$ 388,814.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 12,354.93	\$ 25,231.39	\$ 2,459,795.87	\$ 523,517.06	\$ 1,705.71	\$ 3,537.35	\$ 7,111.87	\$ 10,636.66	\$ 3,947.98	\$ 10,646.75
Title I 101 ES State Match Principal										
Personal Services (71000)	\$ -	\$ 0.06	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.06
Travel (72000)	\$ 606.35	\$ 919.05	\$ 41.46	\$ -	\$ 89.77	\$ 186.93	\$ 329.65	\$ 555.06	\$ 203.09	\$ 160.89
Contractual (73000)	\$ 2.70	\$ 5.09	\$ 9,002.64	\$ 967.78	\$ -	\$ (0.75)	\$ 3.45	\$ 0.56	\$ 4.70	\$ (0.18)
Supplies (74000)	\$ 41.22	\$ 6.18	\$ 4,388.03	\$ 6,121.85	\$ -	\$ -	\$ 41.22	\$ 4.20	\$ -	\$ 1.98
Capital Outlay (75000)	\$ -	\$ 397.60	\$ 116,030.81	\$ 20,463.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 397.60
	\$ 650.26	\$ 1,327.97	\$ 129,462.94	\$ 27,553.53	\$ 89.77	\$ 186.18	\$ 374.31	\$ 559.82	\$ 207.79	\$ 560.36
APPR: 012260000										
2020 ES Grant										
Personal Services (71000)	\$ -	\$ -	\$ -	\$ 89,087.86	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel (72000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual (73000)	\$ -	\$ -	\$ 13,488.04	\$ 380,539.63	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies (74000)	\$ -	\$ -	\$ 344,790.61	\$ 170,246.48	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Outlay (75000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ 358,278.65	\$ 639,873.97	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Breakdown of 012260000 by type:										
Title I 101 ES Principal										
Personal Services (71000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel (72000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual (73000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies (74000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Outlay (75000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Title I 101 ES State Match Principal										
Personal Services (71000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel (72000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual (73000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies (74000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Outlay (75000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CARES Grant Expenses Principal										
Personal Services (71000)	\$ -	\$ -	\$ -	\$ 89,087.86	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel (72000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual (73000)	\$ -	\$ -	\$ 13,488.04	\$ 380,539.63	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies (74000)	\$ -	\$ -	\$ 344,790.61	\$ 170,246.48	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Outlay (75000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ 358,278.65	\$ 639,873.97	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fund Expenditures Totals:	\$ 144,181.73	\$ 144,726.36	\$ 3,082,486.52	\$ 1,683,790.57	\$ 43,613.97	\$ 32,890.96	\$ 67,676.80	\$ 54,604.28	\$ 41,307.76	\$ 48,814.32

< No expenditures prior to May.

\$ -	\$ -	\$ -	\$ -	\$ -				
\$ 283.48	\$ -	\$ -	\$ -	\$ -				
\$ 169,784.00	\$ 1,080.32	\$ 6,708.90	\$ 3,339.40	\$ 8,339.57				
\$ 34,680.31	\$ 28,135.83	\$ 1,306.29	\$ 96,799.67	\$ 18,209.23				
\$ 298,906.68	\$ -	\$ 40,850.00	\$ 347,964.01	\$ -				
\$ 503,654.47	\$ 29,216.15	\$ 48,865.19	\$ 448,103.08	\$ 26,548.80				
\$ -	\$ -	\$ -	\$ -	\$ -				
\$ 14.92	\$ -	\$ -	\$ -	\$ -				
\$ 8,936.00	\$ 56.86	\$ 353.10	\$ 175.76	\$ 438.92				
\$ 1,825.28	\$ 1,480.83	\$ 68.75	\$ 5,094.72	\$ 958.38				
\$ 15,731.93	\$ -	\$ 2,150.00	\$ 18,313.90	\$ -				
\$ 26,508.13	\$ 1,537.69	\$ 2,571.85	\$ 23,584.37	\$ 1,397.31				

\$ -	\$ -	\$ 4,562.55	\$ 13,500.28	\$ 71,025.03				
\$ -	\$ -	\$ -	\$ -	\$ -				
\$ -	\$ 13,488.04	\$ 3,296.00	\$ 232,556.14	\$ 144,687.49				
\$ -	\$ 344,790.61	\$ 57,013.95	\$ 66,499.96	\$ 46,732.57				
\$ -	\$ -	\$ -	\$ -	\$ -				
\$ -	\$ 358,278.65	\$ 64,872.50	\$ 312,556.38	\$ 262,445.09				

\$ -	\$ -	\$ -	\$ -	\$ -				
\$ -	\$ -	\$ -	\$ -	\$ -				
\$ -	\$ -	\$ -	\$ -	\$ -				
\$ -	\$ -	\$ -	\$ -	\$ -				
\$ -	\$ -	\$ -	\$ -	\$ -				
\$ -	\$ -	\$ -	\$ -	\$ -				

\$ -	\$ -	\$ -	\$ -	\$ -				
\$ -	\$ -	\$ -	\$ -	\$ -				
\$ -	\$ -	\$ -	\$ -	\$ -				
\$ -	\$ -	\$ -	\$ -	\$ -				
\$ -	\$ -	\$ -	\$ -	\$ -				
\$ -	\$ -	\$ -	\$ -	\$ -				

					October	November	December	
\$ -		\$ 4,562.55	\$ 13,500.28	\$ 71,025.03	\$ 139,239.75			
\$ -		\$ -						
\$ -	\$ 13,488.04	\$ 3,296.00	\$ 232,556.14	\$ 144,687.49	\$ 286,232.03			
\$ -	\$ 344,790.61	\$ 57,013.95	\$ 66,499.96	\$ 46,732.57	\$ 46,633.73			
\$ -		\$ -						
\$ -	\$ 358,278.65	\$ 64,872.50	\$ 312,556.38	\$ 262,445.09	\$ 472,105.51			

\$ 574,393.14	\$ 433,060.04	\$ 159,262.49	\$ 851,258.89	\$ 673,269.19				
---------------	---------------	---------------	---------------	---------------	--	--	--	--

Expenditures by Grant Type													
Title I 101 Interest (old 2003):	\$ 96,532.93	\$ -	\$ -	\$ -	\$ 37,530.92	\$ 29,167.43	\$ 29,834.58	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Title II 251 Principal:	\$ 33,567.97	\$ 1,056.58	\$ 7,334.66	\$ 289,920.00	\$ 4,287.57	\$ -	\$ 29,280.40	\$ 820.00	\$ 236.58	\$ -	\$ 7,334.66	\$ -	\$ -
Title II 251 Interest:	\$ 1,075.64	\$ 117,110.42	\$ 127,614.40	\$ 202,926.01	\$ -	\$ -	\$ 1,075.64	\$ 42,587.80	\$ 36,915.41	\$ 37,607.21	\$ 39,356.31	\$ -	\$ -
Title I 101 ES Principal (new 2018):	\$ 12,354.93	\$ 25,231.39	\$ 2,459,795.87	\$ 523,517.06	\$ 1,705.71	\$ 3,537.35	\$ 7,111.87	\$ 10,636.66	\$ 3,947.98	\$ 10,646.75	\$ 1,926,925.25	\$ -	\$ -
Title I 101 ES State Match Principal (new 2018):	\$ 650.26	\$ 1,327.97	\$ 129,462.94	\$ 27,553.53	\$ 89.77	\$ 186.18	\$ 374.31	\$ 559.82	\$ 207.79	\$ 560.36	\$ 101,417.12	\$ -	\$ -
Title I 101 ES Principal (new 2020):	\$ -	\$ -	\$ -	\$ -									
Title I 101 ES State Match Principal (new 2020):	\$ -	\$ -	\$ -	\$ -									
Title I 101 CARES Principal (new 2020):	\$ -	\$ -	\$ 358,278.65	\$ 639,873.97									
Title I 101 CARES State Match Principal (new 2020)													
Grant Type Expenditures Totals:	\$ 144,181.73	\$ 144,726.36	\$ 3,082,486.52	\$ 1,683,790.57	\$ 43,613.97	\$ 32,890.96	\$ 67,676.80	\$ 54,604.28	\$ 41,307.76	\$ 48,814.32	\$ 2,075,033.34		
Combined 2018 + 2020 ES Principal	\$ 12,354.93	\$ 25,231.39	\$ 2,459,795.87	\$ 523,517.06	\$ 1,705.71	\$ 3,537.35	\$ 7,111.87	\$ 10,636.66	\$ 3,947.98	\$ 10,646.75	\$ 1,926,925.25		
Combined 2018 + 2020 ES State Match	\$ 650.26	\$ 1,327.97	\$ 129,462.94	\$ 27,553.53	\$ 89.77	\$ 186.18	\$ 374.31	\$ 559.82	\$ 207.79	\$ 560.36	\$ 101,417.12		
Combined Tally	\$ 13,005.19	\$ 26,559.36	\$ 2,589,258.81	\$ 551,070.59	\$ 1,795.48	\$ 3,723.53	\$ 7,486.18	\$ 11,196.48	\$ 4,155.77	\$ 11,207.11	\$ 2,028,342.37		
Title I 101 Interest (old 2003):	\$ 96,532.93												
Title II 251 Principal:	\$ 331,879.21												
Title II 251 Interest:	\$ 448,726.47												
Title I 101 ES Fed Principal (2018+2020):	\$ 3,020,899.25												
Title I 101 ES State Match Principal (2018+2020):	\$ 158,994.70												
CARES Grant	?												
Grants Annual Summary:	\$ 4,057,032.56												

All CARES was coded to the AR 012260000.

State match was directly taken from P&G and GF Ops; not the election fund.

	2020 Apr-Jun	2020 Jul-Sept	2020 Oct-Dec	2021?	April								
APPR: Varies					< No expenditures prior to May.								
COVID Expenditures to Federal Grants													
Personal Services (71000)	\$ -	\$ 89,087.86	\$ 139,239.75		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel (72000)	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual (73000)	\$ 13,488.04	\$ 380,539.63	\$ 286,232.03		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies (74000)	\$ 358,548.87	\$ 170,246.48	\$ 46,633.73		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Outlay (75000)	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 372,036.91	\$ 639,873.97	\$ 472,105.51		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Breakdown of activities by type and fund:													
1430 COVID Expenses (0122500000)													
Personal Services (71000)	\$ -	\$ -	\$ -									\$ -	\$ -
Travel (72000)	\$ -	\$ -	\$ -									\$ -	\$ -
Contractual (73000)	\$ -	\$ -	\$ -									\$ -	\$ -
Supplies (74000)	\$ 13,758.26	\$ -	\$ -									\$ -	\$ -

\$ -	\$ -	\$ -	\$ -	\$ -				
\$ -	\$ -	\$ -	\$ -	\$ 289,920.00				
\$ 44,230.54	\$ 44,027.55	\$ 42,952.95	\$ 67,015.06	\$ 92,958.00				
\$ 503,654.47	\$ 29,216.15	\$ 48,865.19	\$ 448,103.08	\$ 26,548.80				
\$ 26,508.13	\$ 1,537.69	\$ 2,571.85	\$ 23,584.37	\$ 1,397.31				
	\$ -	\$ -	\$ -	\$ -				
	\$ -	\$ -	\$ -	\$ -				
	\$ 358,278.65	\$ 64,872.50	\$ 312,556.38	\$ 262,445.09	\$ 472,105.51	\$ -	\$ -	
\$ 574,393.14	\$ 433,060.04	\$ 159,262.49	\$ 851,258.89	\$ 673,269.19				

\$ 503,654.47	\$ 29,216.15	\$ 48,865.19	\$ 448,103.08	\$ 26,548.80
\$ 26,508.13	\$ 1,537.69	\$ 2,571.85	\$ 23,584.37	\$ 1,397.31
\$ 530,162.60	\$ 30,753.84	\$ 51,437.04	\$ 471,687.45	\$ 27,946.10

	May	June	Jul	Aug	Sept	Oct	Nov	Dec	Jan
\$ -	\$ -	\$ 4,562.55	\$ 13,500.28	\$ 71,025.03	\$ 139,239.75	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ 13,488.04	\$ 3,296.00	\$ 232,556.14	\$ 144,687.49	\$ 286,232.03	\$ -	\$ -	\$ -	\$ -
\$ 4,033.26	\$ 354,515.61	\$ 57,013.95	\$ 66,499.96	\$ 46,732.57	\$ 46,633.73	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 4,033.26	\$ 368,003.65	\$ 64,872.50	\$ 312,556.38	\$ 262,445.09	\$ 472,105.51	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
\$ 4,033.26	\$ 9,725.00	\$ -	\$ -	\$ -	\$ -	\$ -			

Capital Outlay (75000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 13,758.26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1430 COVID Expenses (0122600000)									
Personal Services (71000)	\$ -	\$ 89,087.86	\$ 139,239.75						\$ -
Travel (72000)	\$ -	\$ -	\$ -						\$ -
Contractual (73000)	\$ 13,488.04	\$ 380,539.63	\$ 286,232.03						\$ -
Supplies (74000)	\$ 344,790.61	\$ 170,246.48	\$ 46,633.73						\$ -
Capital Outlay (75000)	\$ -	\$ -	\$ -						\$ -
	\$ 358,278.65	\$ 639,873.97	\$ 472,105.51						\$ -
COVID Expenditures to General Fund/State Match									
Personal Services (71000)	\$ -	\$ 22,417.36	\$ 34,810.13						\$ -
Travel (72000)	\$ -	\$ -	\$ -						\$ -
Contractual (73000)	\$ 7,193.00	\$ 94,398.19	\$ 71,558.09						\$ -
Supplies (74000)	\$ 24,970.66	\$ 42,010.82	\$ 11,658.62						\$ -
Capital Outlay (75000)	\$ -	\$ -	\$ -						\$ -
	\$ 32,163.66	\$ 158,826.37	\$ 118,026.84						\$ -
Breakdown of activities by type and fund:									
1430 State GF Expenses (018500000)									
Personal Services (71000)	\$ -	\$ -	\$ -						\$ -
Travel (72000)	\$ -	\$ -	\$ -						\$ -
Contractual (73000)	\$ 3,993.00	\$ -	\$ -						\$ -
Supplies (74000)	\$ -	\$ -	\$ -						\$ -
Capital Outlay (75000)	\$ -	\$ -	\$ -						\$ -
	\$ 3,993.00	\$ -	\$ -						\$ -
1431 State GF Expenses (018500000)									
Personal Services (71000)	\$ -	\$ -	\$ 16,264.61						\$ -
Travel (72000)	\$ -	\$ -	\$ -						\$ -
Contractual (73000)	\$ -	\$ -	\$ -						\$ -
Supplies (74000)	\$ 232.82	\$ -	\$ -						\$ -
Capital Outlay (75000)	\$ -	\$ -	\$ -						\$ -
	\$ 232.82	\$ -	\$ 16,264.61						\$ -
1430 State GF Expenses (018002021)									
Personal Services (71000)	\$ -	\$ -	\$ -						\$ -
Travel (72000)	\$ -	\$ -	\$ -						\$ -
Contractual (73000)	\$ -	\$ -	\$ -						\$ -
Supplies (74000)	\$ 24,127.49	\$ 24,450.00	\$ -						\$ -
Capital Outlay (75000)	\$ -	\$ -	\$ -						\$ -
	\$ 24,127.49	\$ 24,450.00	\$ -						\$ -
1431 State GF Expenses (018002021)									
Personal Services (71000)	\$ -	\$ 682.13	\$ -						\$ -
Travel (72000)	\$ -	\$ -	\$ -						\$ -
Contractual (73000)	\$ 3,200.00	\$ 24,695.68	\$ 15,839.34						\$ -
Supplies (74000)	\$ 610.35	\$ 8,374.59	\$ 1,752.72						\$ -
Capital Outlay (75000)	\$ -	\$ -	\$ -						\$ -
	\$ 3,810.35	\$ 33,752.40	\$ 17,592.06						\$ -
1430 State GF Expenses (018002022)									
Personal Services (71000)	\$ -	\$ -	\$ -						\$ -
Travel (72000)	\$ -	\$ -	\$ -						\$ -

< No expenditures prior to May.

\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 4,033.26	\$ 9,725.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ 4,562.55	\$ 13,500.28	\$ 71,025.03	\$ 139,239.75				
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
\$ -	\$ 13,488.04	\$ 3,296.00	\$ 232,556.14	\$ 144,687.49	\$ 286,232.03				
\$ -	\$ 344,790.61	\$ 57,013.95	\$ 66,499.96	\$ 46,732.57	\$ 46,633.73				
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
\$ -	\$ 358,278.65	\$ 64,872.50	\$ 312,556.38	\$ 262,445.09	\$ 472,105.51	\$ -	\$ -		
\$ -	\$ -	\$ 1,285.48	\$ 3,727.46	\$ 17,404.42	\$ 34,810.13	\$ -	\$ -		
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
\$ -	\$ 7,193.00	\$ 824.00	\$ 57,402.30	\$ 36,171.89	\$ 71,558.09	\$ -	\$ -		
\$ 18,727.49	\$ 6,243.17	\$ 24,786.42	\$ 5,541.16	\$ 11,683.24	\$ 11,658.62	\$ -	\$ -		
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
\$ 18,727.49	\$ 13,436.17	\$ 26,895.90	\$ 66,670.92	\$ 65,259.55	\$ 118,026.84	\$ -	\$ -		
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
\$ -	\$ 3,993.00	\$ -	\$ -	\$ -	\$ -				
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
\$ -	\$ 3,993.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,264.61				
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
\$ -	\$ 232.82	\$ -	\$ -	\$ -	\$ -				
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
\$ -	\$ 232.82	\$ -	\$ -	\$ -	\$ 16,264.61	\$ -	\$ -		
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
\$ 18,727.49	\$ 5,400.00	\$ 24,450.00	\$ -	\$ -	\$ -				
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
\$ 18,727.49	\$ 5,400.00	\$ 24,450.00	\$ -	\$ -	\$ -	\$ -	\$ -		
\$ -		\$ 682.13							
\$ -	\$ 3,200.00	\$ 824.00	\$ 11,172.60	\$ 12,699.08	\$ 15,839.34				
\$ -	\$ 610.35	\$ 336.42	\$ 4,080.09	\$ 3,958.08	\$ 1,752.72				
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
\$ -	\$ 3,810.35	\$ 1,842.55	\$ 15,252.69	\$ 16,657.16	\$ 17,592.06	\$ -	\$ -		
\$ -	\$ -	\$ -	\$ 281.72	\$ (281.72)	\$ -				
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				

Contractual (73000)	\$ -	\$ -	\$ -																	\$ -
Supplies (74000)	\$ -	\$ -	\$ -	\$ 825.00																\$ -
Capital Outlay (75000)	\$ -	\$ -	\$ -	\$ -																\$ -
	\$ -	\$ -	\$ -	\$ 825.00																\$ -
1431 State GF Expenses (018002022)																				
Personal Services (71000)	\$ -	\$ 21,735.23	\$ -	\$ 18,545.52																\$ -
Travel (72000)	\$ -	\$ -	\$ -	\$ -																\$ -
Contractual (73000)	\$ -	\$ 69,702.51	\$ -	\$ 55,718.75																\$ -
Supplies (74000)	\$ -	\$ 9,186.23	\$ -	\$ 9,080.90																\$ -
Capital Outlay (75000)	\$ -	\$ -	\$ -	\$ -																\$ -
	\$ -	\$ 100,623.97	\$ -	\$ 83,345.17																\$ -
Grant(s) Subtotal:	\$ 372,036.91	\$ 639,873.97	\$ -	\$ 472,105.51																
State Match Subtotal:	\$ 32,163.66	\$ 158,826.37	\$ -	\$ 118,026.84																
Quarterly Spent on COVID:	\$ 404,200.57	\$ 798,700.34	\$ -	\$ 590,132.35																
Total to federal grants:		\$ 1,484,016.39																		
Total to state funds/match:		\$ 309,016.87																		

\$	-	\$	-	\$	-	\$	-	\$	-	\$	-				
\$	-	\$	-	\$	-	\$	-	\$	-	\$	825.00				
\$	-	\$	-	\$	-	\$	-	\$	-	\$	-				
\$	-	\$	-	\$	-	\$	281.72	\$	(281.72)	\$	825.00	\$	-	\$	-
\$	-	\$	-	\$	603.35	\$	3,445.74	\$	17,686.14	\$	18,545.52				
\$	-	\$	-												
\$	-	\$	-		\$	46,229.70	\$	23,472.81	\$	55,718.75					
\$	-	\$	-		\$	1,461.07	\$	7,725.16	\$	9,080.90					
\$	-	\$	-												
\$	-	\$	-	\$	603.35	\$	51,136.51	\$	48,884.11	\$	83,345.17	\$	-	\$	-

FFY21 Funds/Budget Lines					< By Qtrr By Mnth >	Oct	Nov	Dec	Jan	Feb	March
	Q1 Oct-Dec	Q2 Jan-Mar	Q3 Apr-Jun	Q4 Jul-Sept							
APPR: 018700000											
LA, Mat-su, A&P											
<i>Personal Services (71000)</i>	\$ 129,696.46	\$ 107,476.11	\$ 107,575.51	\$ 26,249.67		\$ 46,284.13	\$ 52,170.42	\$ 31,241.91	\$ 31,197.36	\$ 25,666.80	\$ 50,611.95
<i>Travel (72000)</i>	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Contractual (73000)</i>	\$ 26,670.75	\$ 95,267.13	\$ 1,668.63	\$ (920.68)		\$ 19,525.75	\$ 2,165.00	\$ 4,980.00	\$ 93,875.88	\$ 481.25	\$ 910.00
<i>Supplies (74000)</i>	\$ 284.99	\$ 908.96	\$ 1,406.89	\$ -		\$ 284.99	\$ -	\$ -	\$ -	\$ 908.96	\$ -
<i>Capital Outlay (75000)</i>	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 156,652.20	\$ 203,652.20	\$ 110,651.03	\$ 25,328.99		\$ 66,094.87	\$ 54,335.42	\$ 36,221.91	\$ 125,073.24	\$ 27,057.01	\$ 51,521.95
Adjusted 251 interest to principal combined expenses:			\$ 68,022.29	\$ -							
			\$ -	\$ -							
			\$ 1,173.63	\$ -							
			\$ 1,406.89	\$ -							
			\$ -	\$ -							
			\$ 156,652.20	\$ 203,652.20	\$ 70,602.81	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Breakdown of 018700000 by type of grant:											
Title I 101 Interest (LA, Mat-su, A&P)											
<i>Personal Services (71000)</i>	\$ -	\$ -	\$ -	\$ -							
<i>Travel (72000)</i>	\$ -	\$ -	\$ -	\$ -							
<i>Contractual (73000)</i>	\$ -	\$ -	\$ -	\$ -							
<i>Supplies (74000)</i>	\$ -	\$ -	\$ -	\$ -							
<i>Capital Outlay (75000)</i>	\$ -	\$ -	\$ -	\$ -							
	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Title II 251 Interest (Mat-su, A&P, LA Cont.)											
<i>Personal Services (71000)</i>	\$ 129,696.46	\$ 107,476.11	\$ 107,575.51	\$ 26,249.67		\$ 46,284.13	\$ 52,170.42	\$ 31,241.91	\$ 31,197.36	\$ 25,666.80	\$ 50,611.95
<i>Travel (72000)</i>	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Contractual (73000)</i>	\$ 26,670.75	\$ 95,267.13	\$ 1,668.63	\$ (920.68)		\$ 19,525.75	\$ 2,165.00	\$ 4,980.00	\$ 93,875.88	\$ 481.25	\$ 910.00
<i>Supplies (74000)</i>	\$ 284.99	\$ 908.96	\$ 1,406.89	\$ -		\$ 284.99	\$ -	\$ -	\$ -	\$ 908.96	\$ -
<i>Capital Outlay (75000)</i>	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 156,652.20	\$ 203,652.20	\$ 110,651.03	\$ 25,328.99		\$ 66,094.87	\$ 54,335.42	\$ 36,221.91	\$ 125,073.24	\$ 27,057.01	\$ 51,521.95
APPR: 012200000											
HAVA VREMS Rplcmnt											
<i>Personal Services (71000)</i>	\$ -	\$ 545.22	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 136.31	\$ -	\$ 408.91
<i>Travel (72000)</i>	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Contractual (73000)</i>	\$ -	\$ 820.00	\$ 95,256.00	\$ 144,960.00		\$ -	\$ -	\$ -	\$ 820.00	\$ -	\$ -
<i>Supplies (74000)</i>	\$ -	\$ -	\$ 190.00	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Capital Outlay (75000)</i>	\$ -	\$ (29,280.40)	\$ -	\$ -		\$ -	\$ -	\$ -	\$ (29,280.40)	\$ -	\$ -
	\$ -	\$ (27,915.18)	\$ 95,446.00	\$ 144,960.00		\$ -	\$ -	\$ -	\$ (28,324.09)	\$ -	\$ 408.91
Adjusted 251 interest to principal combined expenses:			\$ 39,553.22	\$ 26,249.67							
			\$ -	\$ -							
			\$ 95,751.00	\$ 144,039.32							
			\$ 190.00	\$ -							

6  **Sharon A. Forrest**

Interpreter costs
ANL AOs: translated election notices
AAMVA Annual Fees
ANL OEP production and mailing.

7  **Sharon A. Forrest**

Interpreter costs
ANL AOs: translated election notices

8  **Sharon A. Forrest**

ANL AOs: translated election notices

9  **Sharon A. Forrest**

AAMVA Annual Fees.
ANL AOs: translated election notices
Matsu Lease Cost.

10  **Sharon A. Forrest**

Postage for mailing Language Assistance items.
ANL AOs: translated election notices

11  **Sharon A. Forrest**

Interpreter costs
ANL AOs: translated election notices

16  **Sharon A. Forrest**

Office supplies products to support for LA program

17  **Sharon A. Forrest**

Office supplies products to support LA program.

19  **Sharon A. Forrest**

Miscellaneous personnel from Shelly troubleshooting.

20  **Sharon A. Forrest**

NCC Group Annual Escrow Fees

21  **Sharon A. Forrest**

11.22.21

Originally reported \$408.91 on the 3000 line, but when summarizing all of FFY21, I corrected my error.

26  **Sharon A. Forrest**

AJ of Dell expenditures to Lt Governor's Security AR.

	April	May	June	Jul	Aug	Sept	Oct	Nov	Dec	Jan
\$	33,142.60	\$ 34,879.69	\$ 39,553.22	\$ 26,249.67	\$ -	\$ -				
\$	-	\$ -	\$ -	\$ -	\$ -	\$ -				
\$	1,160.00	\$ 13.63	\$ 495.00	\$ 1,860.00	\$ (2,780.68)	\$ -				
\$	-	\$ 1,406.89	\$ -	\$ -	\$ -	\$ -				
\$	-	\$ -	\$ -	\$ -	\$ -	\$ -				
\$	34,302.60	\$ 36,300.21	\$ 40,048.22	\$ 28,109.67	\$ (2,780.68)	\$ -				
\$	33,142.60	\$ 34,879.69	\$ -	\$ -	\$ -	\$ -				
\$	1,160.00	\$ 13.63	\$ 495.00	\$ 1,860.00	\$ (2,780.68)	\$ -				
\$	-	\$ 1,406.89	\$ -	\$ -	\$ -	\$ -				
\$	-	\$ -	\$ -	\$ -	\$ -	\$ -				
\$	34,302.60	\$ 36,300.21	\$ -	\$ -	\$ -	\$ -				

Rows shaded in pink, switched to expending 251 "principal" during June-Sept. The interest balance was depleted enough that expenses had to be covered by principal.

AR 0122* is the "principal" appropriation.

\$	-	\$ -	\$ -	\$ -	\$ -	\$ -				
\$	33,142.60	\$ 34,879.69	\$ 39,553.22	\$ 26,249.67	\$ -	\$ -				
\$	1,160.00	\$ 13.63	\$ 495.00	\$ 1,860.00	\$ (2,780.68)	\$ -				
\$	-	\$ 1,406.89	\$ -	\$ -	\$ -	\$ -				
\$	-	\$ -	\$ -	\$ -	\$ -	\$ -				
\$	34,302.60	\$ 36,300.21	\$ 40,048.22	\$ 28,109.67	\$ (2,780.68)	\$ -				
\$	70,560.00	\$ -	\$ 24,696.00	\$ -	\$ 72,480.00	\$ 72,480.00				
\$	-	\$ -	\$ 190.00	\$ -	\$ -	\$ -				
\$	70,560.00	\$ -	\$ 24,886.00	\$ -	\$ 72,480.00	\$ 72,480.00				
\$	-	\$ -	\$ 39,553.22	\$ 26,249.67	\$ -	\$ -				
\$	-	\$ -	\$ -	\$ -	\$ -	\$ -				
\$	70,560.00	\$ -	\$ 25,191.00	\$ 1,860.00	\$ 69,699.32	\$ 72,480.00				
\$	-	\$ -	\$ 190.00	\$ -	\$ -	\$ -				

1  **Sharon A. Forrest**

AAMVA Annual Fees
ANL AOs: translated election notices.

2  **Sharon A. Forrest**

Arctice Office Supplies Expenditures

3  **Sharon A. Forrest**

ANL AOs: Translated election notices.

4  **Sharon A. Forrest**

Expenditures:

AAMVA Annual Fees
ANL AOs - Election Notices

5  **Sharon A. Forrest**

Office supplies products to support for LA program

12  **Sharon A. Forrest**

AAMVA Annual Fees
ANL AOs: translated election notices.

13  **Sharon A. Forrest**

Arctice Office Supplies Expenditures

14  **Sharon A. Forrest**

ANL AOs: Translated election notices.

15  **Sharon A. Forrest**

Expenditures:

AAMVA Annual Fees
ANL AOs - Election Notices

18  **Sharon A. Forrest**

Office supplies products to support for LA program

22  **Sharon A. Forrest**

VREMS Enhancements - OARBS Project Payment

23  **Sharon A. Forrest**

VREMS Enhancements - OARBS Project Payment for final testing and deployment.

24  **Sharon A. Forrest**

PCC Annual Maintenance

25  **Sharon A. Forrest**

PCC Annual Maintenance

			\$ -	\$ -
	\$ -	\$ (27,915.18)	\$ 135,494.22	\$ 170,288.99

APPR: 012250000
2018 ES Grant

Personal Services (71000)	\$ -	\$ 17,585.95	\$ -	\$ 740.25
Travel (72000)	\$ -	\$ -	\$ -	\$ -
Contractual (73000)	\$ 13,147.84	\$ 270,116.14	\$ 54,335.20	\$ 3,652.18
Supplies (74000)	\$ 32,540.34	\$ -	\$ -	\$ -
Capital Outlay (75000)	\$ 3,767.40	\$ 197,000.00	\$ -	\$ 18,000.00

	\$ 49,455.58	\$ 484,702.09	\$ 54,335.20	\$ 22,392.43
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Breakdown of 012250000 by type of funding:

Title I 101 ES Principal

Personal Services (71000)	\$ -	\$ 16,706.65	\$ -	\$ 703.24
Travel (72000)	\$ -	\$ -	\$ -	\$ -
Contractual (73000)	\$ 12,490.45	\$ 256,610.33	\$ 51,618.44	\$ 3,469.57
Supplies (74000)	\$ 30,913.32	\$ -	\$ -	\$ -
Capital Outlay (75000)	\$ 3,579.03	\$ 187,150.00	\$ -	\$ 17,100.00

Title I 101 ES State Match Principal

Personal Services (71000)	\$ -	\$ 879.30	\$ -	\$ 37.01
Travel (72000)	\$ -	\$ -	\$ -	\$ -
Contractual (73000)	\$ 657.39	\$ 13,505.81	\$ 2,716.76	\$ 182.61
Supplies (74000)	\$ 1,627.02	\$ -	\$ -	\$ -
Capital Outlay (75000)	\$ 188.37	\$ 9,850.00	\$ -	\$ 900.00

APPR: 012260000
2020 ES Grant

Personal Services (71000)	\$ 7,342.16	\$ 63,450.78	\$ 82,490.35	\$ 72,477.60
Travel (72000)	\$ -	\$ -	\$ 1,385.27	\$ -
Contractual (73000)	\$ 207,107.04	\$ (87,154.22)	\$ 4,994.70	\$ 37,519.19
Supplies (74000)	\$ 4,599.24	\$ 229.92	\$ 129.93	\$ 1,242.96
Capital Outlay (75000)	\$ -	\$ -	\$ -	\$ -

	\$ 219,048.44	\$ (23,473.52)	\$ 89,000.25	\$ 111,239.75
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Breakdown of 012260000 by type:

Title I 101 ES Principal

Personal Services (71000)	\$ 6,975.05	\$ 60,278.24	\$ 78,365.83	\$ 68,853.72
Travel (72000)	\$ -	\$ -	\$ 1,316.01	\$ -
Contractual (73000)	\$ 196,751.69	\$ (82,796.51)	\$ 4,744.97	\$ 35,643.23
Supplies (74000)	\$ 4,369.28	\$ 218.42	\$ 123.43	\$ 1,180.81
Capital Outlay (75000)	\$ -	\$ -	\$ -	\$ -

Title I 101 ES State Match Principal

Personal Services (71000)	\$ 367.11	\$ 3,172.54	\$ 4,124.52	\$ 3,623.88
Travel (72000)	\$ -	\$ -	\$ 69.26	\$ -
Contractual (73000)	\$ 10,355.35	\$ (4,357.71)	\$ 249.74	\$ 1,875.96
Supplies (74000)	\$ 229.96	\$ 11.50	\$ 6.50	\$ 62.15

	\$ -	\$ -	\$ -	\$ 10,109.36	\$ 3,826.07	\$ 3,650.52
	\$ 27	\$ 28	\$ 29	\$ 30	\$ -	\$ -
	\$ 6,197.90	\$ 5,330.00	\$ 1,619.94	\$ 270,116.14	\$ -	\$ -
	\$ 22,601.58	\$ 477.00	\$ 9,461.76	\$ -	\$ -	\$ -
	\$ 3,767.40	\$ -	\$ -	\$ 197,000.00	\$ -	\$ -
	\$ 32,566.88	\$ 5,807.00	\$ 11,081.70	\$ 477,225.50	\$ 3,826.07	\$ 3,650.52
	\$ 32,566.88	\$ 5,807.00	\$ 11,081.70	\$ 477,225.50	\$ 3,826.07	\$ 3,650.52

Personal Services (71000)	\$ -	\$ -	\$ -	\$ 9,603.89	\$ 3,634.77	\$ 3,467.99
Travel (72000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual (73000)	\$ 5,888.01	\$ 5,063.50	\$ 1,538.94	\$ 256,610.33	\$ -	\$ -
Supplies (74000)	\$ 21,471.50	\$ 453.15	\$ 8,988.67	\$ -	\$ -	\$ -
Capital Outlay (75000)	\$ 3,579.03	\$ -	\$ -	\$ 187,150.00	\$ -	\$ -

Personal Services (71000)	\$ -	\$ -	\$ -	\$ 505.47	\$ 191.30	\$ 182.53
Travel (72000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual (73000)	\$ 309.90	\$ 266.50	\$ 81.00	\$ 13,505.81	\$ -	\$ -
Supplies (74000)	\$ 1,130.08	\$ 23.85	\$ 473.09	\$ -	\$ -	\$ -
Capital Outlay (75000)	\$ 188.37	\$ -	\$ -	\$ 9,850.00	\$ -	\$ -

	\$ -	\$ -	\$ 7,342.16	\$ 16,685.99	\$ 19,229.12	\$ 27,535.67
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 40,264.96	\$ 109,318.87	\$ 57,523.21	\$ 91,498.83	\$ (178,653.05)	\$ -
	\$ -	\$ -	\$ 4,599.24	\$ 179.94	\$ 49.98	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

	\$ 40,264.96	\$ 109,318.87	\$ 69,464.61	\$ 108,364.76	\$ (159,373.95)	\$ 27,535.67
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Personal Services (71000)	\$ -	\$ -	\$ 6,975.05	\$ 15,851.69	\$ 18,267.66	\$ 26,158.89
Travel (72000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual (73000)	\$ 38,251.71	\$ 103,852.93	\$ 54,647.05	\$ 86,923.89	\$ (169,720.40)	\$ -
Supplies (74000)	\$ -	\$ -	\$ 4,369.28	\$ 170.94	\$ 47.48	\$ -
Capital Outlay (75000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Personal Services (71000)	\$ -	\$ -	\$ 367.11	\$ 834.30	\$ 961.46	\$ 1,376.78
Travel (72000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual (73000)	\$ 2,013.25	\$ 5,465.94	\$ 2,876.16	\$ 4,574.94	\$ (8,932.65)	\$ -
Supplies (74000)	\$ -	\$ -	\$ 229.96	\$ 9.00	\$ 2.50	\$ -



27  **Sharon A. Forrest**

Dominion CT 190001019 expenses
COVID Expenses

28  **Sharon A. Forrest**

COVID Expenses

29  **Sharon A. Forrest**

COVID Expenses

30  **Sharon A. Forrest**

Dominion equipment contract CT190001019 expenses.
Phone service for Dominion equipment.
Alcan work for election equipment.
COVID expenses.

\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 70,560.00	\$ -	\$ 64,934.22	\$ 28,109.67	\$ 69,699.32	\$ 72,480.00	

\$ -	\$ -	\$ -	\$ 636.97	\$ 103.28	\$ -			
\$ 54,335.20	\$ -	\$ -	\$ -	\$ 652.18	\$ 3,000.00			
\$ -	\$ -	\$ -	\$ -	\$ 18,000.00	\$ -			
\$ 54,335.20	\$ -	\$ -	\$ 636.97	\$ 18,755.46	\$ 3,000.00			
\$ 54,335.20	\$ -	\$ -	\$ 636.97	\$ 18,755.46	\$ 3,000.00			
\$ -	\$ -	\$ -	\$ 605.12	\$ 98.12	\$ -			
\$ 51,618.44	\$ -	\$ -	\$ -	\$ 619.57	\$ 2,850.00			
\$ -	\$ -	\$ -	\$ -	\$ 17,100.00	\$ -			
\$ 51,618.44	\$ -	\$ -	\$ 605.12	\$ 17,817.69	\$ 2,850.00			
\$ -	\$ -	\$ -	\$ 31.85	\$ 5.16	\$ -			
\$ 2,716.76	\$ -	\$ -	\$ -	\$ 32.61	\$ 150.00			
\$ -	\$ -	\$ -	\$ -	\$ 900.00	\$ -			
\$ 2,716.76	\$ -	\$ -	\$ 31.85	\$ 937.77	\$ 150.00			

\$ 37,839.09	\$ 21,740.31	\$ 22,909.92	\$ 19,622.95	\$ 33,062.52	\$ 19,792.13			
\$ 4,950.00	\$ 677.31	\$ 707.96	\$ (19,720.00)	\$ 55,940.00	\$ 1,295.00			
\$ 85.73	\$ 19.95	\$ 24.25	\$ 842.97	\$ 399.99	\$ -			
\$ 42,915.02	\$ 22,438.60	\$ 23,646.63	\$ 745.11	\$ 89,407.51	\$ 21,087.13			

\$ 35,947.14	\$ 20,654.27	\$ 21,764.42	\$ 18,641.80	\$ 31,409.39	\$ 18,802.52			
\$ -	\$ 643.44	\$ 672.56	\$ -	\$ -	\$ -			
\$ 4,740.69	\$ -	\$ 4.28	\$ (18,734.77)	\$ 53,147.75	\$ 1,230.25			
\$ 81.44	\$ 18.95	\$ 23.04	\$ 800.82	\$ 379.99	\$ -			
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
\$ 40,769.27	\$ 21,316.67	\$ 22,464.30	\$ 707.85	\$ 84,937.13	\$ 20,032.77			

\$ 1,891.95	\$ 1,087.07	\$ 1,145.50	\$ 981.15	\$ 1,653.13	\$ 989.61			
\$ -	\$ 33.87	\$ 35.40	\$ -	\$ -	\$ -			
\$ 249.51	\$ -	\$ 0.23	\$ (986.04)	\$ 2,797.25	\$ 64.75			
\$ 4.29	\$ 1.00	\$ 1.21	\$ 42.15	\$ 20.00	\$ -			

31  **Sharon A. Forrest**

Dominion: final payment of phase 5; successful General Election implementation.

32  **Sharon A. Forrest**

Dominion: Equipment transportation costs.

33  **Sharon A. Forrest**

Dominion systems training for new RIV Supervisor.

34  **Sharon A. Forrest**

Dominion - upgraded high speed voting system scanner for R2. Their old scanner was transferred to R4.

35  **Sharon A. Forrest**

Travel for Carol Thompson.

36  **Sharon A. Forrest**

Carahsoft expenses
United America Technologies: Mile2 ES Personnel Training.

37  **Sharon A. Forrest**

Adjustment of postage that wasn't used for the ES data leak mailing.

38  **Sharon A. Forrest**

NCC Group: SAST Security Scans

39  **Sharon A. Forrest**

Firefly Training for ES Personnel.

40  **Sharon A. Forrest**

ES Personnel Office Support Products.

41  **Sharon A. Forrest**

Office support supplies for ES personnel.

42  **Sharon A. Forrest**

Support supplies for ES Personnel.

<i>Capital Outlay (75000)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 10,952.42	\$ (1,173.68)	\$ 4,450.01	\$ 5,561.99	\$ 2,013.25	\$ 5,465.94	\$ 3,473.23	\$ 5,418.24	\$ (7,968.70)	\$ 1,376.78	
Title I 101 ES Federal Interest											
<i>Personal Services (71000)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Travel (72000)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Contractual (73000)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Supplies (74000)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Capital Outlay (75000)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Title I 101 ES State Match Interest											
<i>Personal Services (71000)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Travel (72000)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Contractual (73000)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Supplies (74000)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Capital Outlay (75000)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fund Expenditures Totals:	\$ 425,156.22	\$ 636,965.59	\$ 349,432.48	\$ 303,921.17	\$ 138,926.71	\$ 169,461.29	\$ 116,768.22	\$ 682,339.41	\$ (128,490.87)	\$ 83,117.05	
Expenditures by Grant Type											
<i>Title I 101 Interest (old 2003):</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Title II 251 Principal:</i>	\$ -	\$ (27,915.18)	\$ 95,446.00	\$ 144,960.00	\$ -	\$ -	\$ -	\$ (28,324.09)	\$ -	\$ 408.91	\$ -
<i>Title II 251 Interest:</i>	\$ 156,652.20	\$ 203,652.20	\$ 110,651.03	\$ 25,328.99	\$ 66,094.87	\$ 54,335.42	\$ 36,221.91	\$ 125,073.24	\$ 27,057.01	\$ 51,521.95	\$ -
<i>Title I 101 ES Principal (new 2018):</i>	\$ 46,982.80	\$ 460,466.99	\$ 51,618.44	\$ 21,272.81	\$ 30,938.54	\$ 5,516.65	\$ 10,527.62	\$ 453,364.23	\$ 3,634.77	\$ 3,467.99	\$ -
<i>Title I 101 ES State Match Principal (new 2018):</i>	\$ 2,472.78	\$ 24,235.10	\$ 2,716.76	\$ 1,119.62	\$ 1,628.34	\$ 290.35	\$ 554.09	\$ 23,861.28	\$ 191.30	\$ 182.53	\$ -
<i>Title I 101 ES Federal Interest (2018)</i>											
<i>Title I 101 ES State Match Interest (2018)</i>											
<i>Title I 101 ES Principal (new 2020):</i>	\$ 208,096.02	\$ (22,299.84)	\$ 84,550.24	\$ 105,677.76	\$ 38,251.71	\$ 103,852.93	\$ 65,991.38	\$ 102,946.52	\$ (151,405.25)	\$ 26,158.89	\$ -
<i>Title I 101 ES State Match Principal (new 2020):</i>	\$ 10,952.42	\$ (1,173.68)	\$ 4,450.01	\$ 5,561.99	\$ 2,013.25	\$ 5,465.94	\$ 3,473.23	\$ 5,418.24	\$ (7,968.70)	\$ 1,376.78	\$ -
<i>Title I 101 ES Federal Interest (2020)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Title I 101 ES State Match Interest (2020)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grant Type Expenditures Totals:	\$ 425,156.22	\$ 636,965.59	\$ 349,432.48	\$ 303,921.17	\$ 138,926.71	\$ 169,461.29	\$ 116,768.22	\$ 682,339.41	\$ (128,490.87)	\$ 83,117.05	
<i>Combined 2018 + 2020 ES Principal</i>	\$ 255,078.82	\$ 438,167.14	\$ 136,168.68	\$ 126,950.57	\$ 69,190.25	\$ 109,369.58	\$ 76,518.99	\$ 556,310.75	\$ (147,770.49)	\$ 29,626.88	\$ -
<i>Combined 2018 + 2020 ES State Match</i>	\$ 13,425.20	\$ 23,061.43	\$ 7,166.77	\$ 6,681.61	\$ 3,641.59	\$ 5,756.29	\$ 4,027.32	\$ 29,279.51	\$ (7,777.39)	\$ 1,559.31	\$ -
<i>Combined Tally</i>	\$ 268,504.02	\$ 461,228.57	\$ 143,335.45	\$ 133,632.18	\$ 72,831.84	\$ 115,125.87	\$ 80,546.31	\$ 585,590.26	\$ (155,547.88)	\$ 31,186.19	\$ -
<i>Title I 101 Interest (old 2003):</i>	\$ -										
<i>Title II 251 Principal:</i>	\$ 212,490.82	\$ 65,377.21	\$ 277,860.00	\$ 430,900.00							
<i>Title II 251 Interest:</i>	\$ 496,284.42	\$ 65,377.21	\$ 430,900.00	\$ 430,900.00							
<i>Title I 101 ES Fed Principal (2018+2020):</i>	\$ 956,365.21										
<i>Title I 101 ES State Match Principal (2018+2020):</i>	\$ 50,335.01										
<i>Title I 101 ES Fed Interest (2018+2020):</i>	\$ -										



43  **Sharon A. Forrest**

Adjusted some interest expenses to principal because the interest balance was too low to fund it.

44  **Sharon A. Forrest**

Adjusted some interest expenses to principal because the interest balance was too low to fund it.

FFY21

\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
\$ 2,145.75	\$ 1,121.93	\$ 1,182.33	\$ 37.26	\$ 4,470.38	\$ 1,054.36				

\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				

\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				

\$ 202,112.82	\$ 58,738.81	\$ 88,580.85	\$ 29,491.75	\$ 177,862.29	\$ 96,567.13				
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Principal tally w/ interest expenditures:	\$ 64,934.22	\$ 28,109.67	\$ 69,699.32	\$ 72,480.00					
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
\$ 70,560.00	\$ -	\$ 24,886.00	\$ -	\$ 72,480.00	\$ 72,480.00				
\$ 34,302.60	\$ 36,300.21	\$ 40,048.22	\$ 28,109.67	\$ (2,780.68)	\$ -				
\$ 51,618.44	\$ -	\$ -	\$ 605.12	\$ 17,817.69	\$ 2,850.00				
\$ 2,716.76	\$ -	\$ -	\$ 31.85	\$ 937.77	\$ 150.00				
\$ 40,769.27	\$ 21,316.67	\$ 22,464.30	\$ 707.85	\$ 84,937.13	\$ 20,032.77				
\$ 2,145.75	\$ 1,121.93	\$ 1,182.33	\$ 37.26	\$ 4,470.38	\$ 1,054.36				
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
\$ 202,112.82	\$ 58,738.81	\$ 88,580.85	\$ 29,491.75	\$ 177,862.29	\$ 96,567.13				

\$ 92,387.71	\$ 21,316.67	\$ 22,464.30	\$ 1,312.98	\$ 102,754.82	\$ 22,882.77
\$ 4,862.51	\$ 1,121.93	\$ 1,182.33	\$ 69.10	\$ 5,408.15	\$ 1,204.36
\$ 97,250.22	\$ 22,438.60	\$ 23,646.63	\$ 1,382.08	\$ 108,162.97	\$ 24,087.13
	\$ 28.90	\$ (28.90)			

Title I 101 ES State Match Interest (2018+2020):	\$ -
Grants Annual Summary:	\$ 1,715,475.46

⋮ ⋮

FFY21 Funds/Budget Lines	Q1				Q2				Q3				Q4				< By Qtr By Mnth >					
	Oct-Dec		Jan-Mar		Apr-Jun		Jul-Sept		Oct		Nov		Dec		Jan		Feb		March			
APPR: ? Unappropriated Title II 251 Interest?																						
Personal Services (71000)	\$	-	\$	-	\$	-	\$	-	\$	-												
Travel (72000)	\$	-	\$	-	\$	-	\$	-	\$	-												
Contractual (73000)	\$	-	\$	-	\$	-	\$	-	\$	-												
Supplies (74000)	\$	-	\$	-	\$	-	\$	-	\$	-												
Capital Outlay (75000)	\$	-	\$	-	\$	-	\$	-	\$	-												
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
APPR: 012200000 HAVA VREMS Rplcmnt																						
Personal Services (71000)	\$	-	\$	-	\$	-	\$	-														
Travel (72000)	\$	-	\$	-	\$	-	\$	-														
Contractual (73000)	\$	72,480.00	\$	73,332.80	\$	76,644.92	\$	72,822.00				\$	72,480.00			\$	852.80	\$	72,480.00			
Supplies (74000)	\$	-	\$	-	\$	1,208.00	\$	-														
Capital Outlay (75000)	\$	-	\$	-	\$	-	\$	-														
	\$	72,480.00	\$	73,332.80	\$	77,852.92	\$	72,822.00	\$	-	\$	-	\$	72,480.00	\$	-	\$	852.80	\$	72,480.00		
APPR: 012250000 2018 ES Grant																						
Personal Services (71000)	\$	-	\$	225.76	\$	108.14	\$	-												\$ 225.76		
Travel (72000)	\$	-	\$	-	\$	-	\$	-														
Contractual (73000)	\$	-	\$	288,331.03	\$	-	\$	9,119.15					\$	288,090.60	\$	240.43						
Supplies (74000)	\$	-	\$	106.02	\$	4,933.62	\$	5,319.37												\$ 106.02		
Capital Outlay (75000)	\$	-	\$	-	\$	-	\$	-														
	\$	-	\$	288,662.81	\$	5,041.76	\$	14,438.52	\$	-	\$	-	\$	288,090.60	\$	240.43	\$	331.78	\$	331.78		
Breakdown of 012250000 by type of funding:																						
Title I 101 ES Principal																						
Personal Services (71000)	\$	-	\$	214.47	\$	102.73	\$	-												\$ 214.47		
Travel (72000)	\$	-	\$	-	\$	-	\$	-														
Contractual (73000)	\$	-	\$	273,914.48	\$	-	\$	8,663.19					\$	273,686.07	\$	228.41	\$	-				
Supplies (74000)	\$	-	\$	100.72	\$	4,686.94	\$	5,053.40												\$ 100.72		
Capital Outlay (75000)	\$	-	\$	-	\$	-	\$	-														
	\$	-	\$	274,229.67	\$	4,789.67	\$	13,716.59	\$	-	\$	-	\$	273,686.07	\$	228.41	\$	315.19	\$	315.19		
Title I 101 ES State Match Principal																						
Personal Services (71000)	\$	-	\$	11.29	\$	5.41	\$	-												\$ 11.29		
Travel (72000)	\$	-	\$	-	\$	-	\$	-														
Contractual (73000)	\$	-	\$	14,416.55	\$	-	\$	455.96					\$	14,404.53	\$	12.02	\$	-				
Supplies (74000)	\$	-	\$	5.30	\$	246.68	\$	265.97												\$ 5.30		
Capital Outlay (75000)	\$	-	\$	-	\$	-	\$	-														
	\$	-	\$	14,433.14	\$	252.09	\$	721.93	\$	-	\$	-	\$	14,404.53	\$	12.02	\$	-	\$	16.59		

April	May	June	Jul	Aug	Sept	Oct	Nov	Dec	Jan
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			

\$ -	\$ 4,164.92	\$ 72,480.00	\$ 342.00	\$ -	\$ 72,480.00				
\$ 1,208.00									
\$ 1,208.00	\$ 4,164.92	\$ 72,480.00	\$ 342.00	\$ -	\$ 72,480.00				

\$ 108.14									
			\$ 2,318.89	\$ 3,508.50	\$ 3,291.76				
\$ 1,534.94	\$ 1,776.30	\$ 1,622.38	\$ 5,319.37						
\$ 1,643.08	\$ 1,776.30	\$ 1,622.38	\$ 7,638.26	\$ 3,508.50	\$ 3,291.76				
\$ 1,643.08	\$ 1,776.30	\$ 1,622.38	\$ 7,638.26	\$ 3,508.50	\$ 3,291.76				
\$ 102.73	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
\$ -	\$ -	\$ -	\$ 2,202.95	\$ 3,333.08	\$ 3,127.17				
\$ 1,458.19	\$ 1,687.49	\$ 1,541.26	\$ 5,053.40	\$ -	\$ -				
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
\$ 1,560.93	\$ 1,687.49	\$ 1,541.26	\$ 7,256.35	\$ 3,333.08	\$ 3,127.17				
\$ 5.41	\$ -	\$ -	\$ -	\$ -	\$ -				
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
\$ -	\$ -	\$ -	\$ 115.94	\$ 175.43	\$ 164.59				
\$ 76.75	\$ 88.82	\$ 81.12	\$ 265.97	\$ -	\$ -				
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
\$ 82.15	\$ 88.82	\$ 81.12	\$ 381.91	\$ 175.43	\$ 164.59				

APPR: 012260000				
2020 ES Grant				
Personal Services (71000)	\$ 74,317.36	\$ 83,407.41	\$ 51,509.50	\$ 46,074.30
Travel (72000)	\$ -	\$ 1,822.16	\$ -	\$ 2,442.06
Contractual (73000)	\$ 4,109.00	\$ 41,992.59	\$ 74,985.51	\$ 15,004.50
Supplies (74000)	\$ 258.47	\$ 7,926.87	\$ 538.43	\$ 863.49
Capital Outlay (75000)	\$ -	\$ -	\$ -	\$ 194,712.60
	\$ 78,684.83	\$ 135,149.03	\$ 127,033.44	\$ 259,096.95
Breakdown of 012260000 by type:				
Title I 101 ES Principal				
Personal Services (71000)	\$ 70,601.49	\$ 79,237.04	\$ 48,934.03	\$ 43,770.59
Travel (72000)	\$ -	\$ 1,731.05	\$ -	\$ 2,319.96
Contractual (73000)	\$ 3,903.55	\$ 39,892.96	\$ 71,236.23	\$ 14,254.28
Supplies (74000)	\$ 245.55	\$ 7,530.53	\$ 511.51	\$ 820.32
Capital Outlay (75000)	\$ -	\$ -	\$ -	\$ 184,976.97
	\$ 74,750.59	\$ 128,391.58	\$ 120,681.77	\$ 246,142.10
Title I 101 ES State Match Principal				
Personal Services (71000)	\$ 3,715.87	\$ 4,170.37	\$ 2,575.48	\$ 2,303.72
Travel (72000)	\$ -	\$ 91.11	\$ -	\$ 122.10
Contractual (73000)	\$ 205.45	\$ 2,099.63	\$ 3,749.28	\$ 750.23
Supplies (74000)	\$ 12.92	\$ 396.34	\$ 26.92	\$ 43.17
Capital Outlay (75000)	\$ -	\$ -	\$ -	\$ 9,735.63
	\$ 3,934.24	\$ 6,757.45	\$ 6,351.67	\$ 12,954.85
Title I 101 ES Federal Interest				
Personal Services (71000)	\$ -	\$ -	\$ -	\$ -
Travel (72000)	\$ -	\$ -	\$ -	\$ -
Contractual (73000)	\$ -	\$ -	\$ -	\$ -
Supplies (74000)	\$ -	\$ -	\$ -	\$ -
Capital Outlay (75000)	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
Title I 101 ES State Match Interest				
Personal Services (71000)	\$ -	\$ -	\$ -	\$ -
Travel (72000)	\$ -	\$ -	\$ -	\$ -
Contractual (73000)	\$ -	\$ -	\$ -	\$ -
Supplies (74000)	\$ -	\$ -	\$ -	\$ -
Capital Outlay (75000)	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
Fund Expenditures Totals:	\$ 151,164.83	\$ 497,144.64	\$ 209,928.12	\$ 346,357.47
Expenditures by Grant Type				
Title II 251 Principal:	\$ 72,480.00	\$ 73,332.80	\$ 77,852.92	\$ 72,822.00
Title II 251 Interest:	\$ -	\$ -	\$ -	\$ -
Title I 101 ES Principal (new 2018):	\$ -	\$ 274,229.67	\$ 4,789.67	\$ 13,716.59

\$ 25,509.12	\$ 22,947.13	\$ 25,861.11	\$ 24,929.06	\$ 26,110.75	\$ 32,367.60
			\$ 1,822.16		
\$ 3,211.00	\$ 449.00	\$ 449.00	\$ 41,832.50	\$ (157.50)	\$ 317.59
	\$ 258.47			\$ 775.41	\$ 7,151.46
\$ 28,720.12	\$ 23,654.60	\$ 26,310.11	\$ 68,583.72	\$ 26,728.66	\$ 39,836.65
\$ 24,233.66	\$ 21,799.77	\$ 24,568.05	\$ 23,682.61	\$ 24,805.21	\$ 30,749.22
\$ -	\$ -	\$ -	\$ 1,731.05	\$ -	\$ -
\$ 3,050.45	\$ 426.55	\$ 426.55	\$ 39,740.88	\$ (149.63)	\$ 301.71
\$ -	\$ 245.55	\$ -	\$ -	\$ 736.64	\$ 6,793.89
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 27,284.11	\$ 22,471.87	\$ 24,994.60	\$ 65,154.53	\$ 25,392.23	\$ 37,844.82
\$ 1,275.46	\$ 1,147.36	\$ 1,293.06	\$ 1,246.45	\$ 1,305.54	\$ 1,618.38
\$ -	\$ -	\$ -	\$ 91.11	\$ -	\$ -
\$ 160.55	\$ 22.45	\$ 22.45	\$ 2,091.63	\$ (7.88)	\$ 15.88
\$ -	\$ 12.92	\$ -	\$ -	\$ 38.77	\$ 357.57
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 1,436.01	\$ 1,182.73	\$ 1,315.51	\$ 3,429.19	\$ 1,336.43	\$ 1,991.83
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 28,720.12	\$ 23,654.60	\$ 98,790.11	\$ 356,674.32	\$ 27,821.89	\$ 112,648.43
\$ -	\$ -	\$ 72,480.00	\$ -	\$ 852.80	\$ 72,480.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ 273,686.07	\$ 228.41	\$ 315.19

\$ 17,472.83	\$ 14,790.46	\$ 19,246.21	\$ 15,974.85	\$ 30,029.31	\$ 70.14				
\$ -				\$ 1,610.14	\$ 831.92				
\$ 24,879.80	\$ 16,110.71	\$ 33,995.00	\$ 5,500.00	\$ 9,504.50					
\$ -	\$ 289.49	\$ 248.94	\$ 71.44		\$ 792.05				
				\$ 194,712.60					
\$ 42,352.63	\$ 31,190.66	\$ 53,490.15	\$ 21,546.29	\$ 235,856.55	\$ 1,694.11				

\$ 16,599.19	\$ 14,050.94	\$ 18,283.90	\$ 15,176.11	\$ 28,527.84	\$ 66.63				
\$ -	\$ -	\$ -	\$ -	\$ 1,529.63	\$ 790.32				
\$ 23,635.81	\$ 15,305.17	\$ 32,295.25	\$ 5,225.00	\$ 9,029.28	\$ -				
\$ -	\$ 275.02	\$ 236.49	\$ 67.87	\$ -	\$ 752.45				
\$ -	\$ -	\$ -	\$ -	\$ 184,976.97	\$ -				
\$ 40,235.00	\$ 29,631.13	\$ 50,815.64	\$ 20,468.98	\$ 224,063.72	\$ 1,609.40				

\$ 873.64	\$ 739.52	\$ 962.31	\$ 798.74	\$ 1,501.47	\$ 3.51				
\$ -	\$ -	\$ -	\$ -	\$ 80.51	\$ 41.60				
\$ 1,243.99	\$ 805.54	\$ 1,699.75	\$ 275.00	\$ 475.23	\$ -				
\$ -	\$ 14.47	\$ 12.45	\$ 3.57	\$ -	\$ 39.60				
\$ -	\$ -	\$ -	\$ -	\$ 9,735.63	\$ -				
\$ 2,117.63	\$ 1,559.53	\$ 2,674.51	\$ 1,077.31	\$ 11,792.83	\$ 84.71				

\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				

\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				

\$ 45,203.71	\$ 37,131.88	\$ 127,592.53	\$ 29,526.55	\$ 239,365.05	\$ 77,465.87				
\$ 1,208.00	\$ 4,164.92	\$ 72,480.00	\$ 342.00	\$ -	\$ 72,480.00				
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
\$ 1,560.93	\$ 1,687.49	\$ 1,541.26	\$ 7,256.35	\$ 3,333.08	\$ 3,127.17				

<i>Title I 101 ES State Match Principal (new 2018):</i>	\$ -	\$ 14,433.14	\$ 252.09	\$ 721.93	\$ -	\$ -	\$ -	\$ 14,404.53	\$ 12.02	\$ 16.59
<i>Title I 101 ES Federal Interest (2018)</i>										
<i>Title I 101 ES State Match Interest (2018)</i>										
<i>Title I 101 ES Principal (new 2020):</i>	\$ 74,750.59	\$ 128,391.58	\$ 120,681.77	\$ 246,142.10	\$ 27,284.11	\$ 22,471.87	\$ 24,994.60	\$ 65,154.53	\$ 25,392.23	\$ 37,844.82
<i>Title I 101 ES State Match Principal (new 2020):</i>	\$ 3,934.24	\$ 6,757.45	\$ 6,351.67	\$ 12,954.85	\$ 1,436.01	\$ 1,182.73	\$ 1,315.51	\$ 3,429.19	\$ 1,336.43	\$ 1,991.83
<i>Title I 101 ES Federal Interest (2020)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Title I 101 ES State Match Interest (2020)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Title I 101 ES Principal (new 2022):</i>										
<i>Title I 101 ES State Match Principal (new 2022):</i>										
<i>Title I 101 ES Federal Interest (2022)</i>										
<i>Title I 101 ES State Match Interest (2022)</i>										
Grant Type Expenditures Totals:	\$ 151,164.83	\$ 497,144.64	\$ 209,928.12	\$ 346,357.47	\$ 28,720.12	\$ 23,654.60	\$ 98,790.11	\$ 356,674.32	\$ 27,821.89	\$ 112,648.43
<i>Combined '18 + '20 + '22 ES Principal</i>	\$ 74,750.59	\$ 402,621.25	\$ 125,471.44	\$ 259,858.70	\$ 27,284.11	\$ 22,471.87	\$ 24,994.60	\$ 338,840.60	\$ 25,620.64	\$ 38,160.01
<i>Combined '18 + '20 + '22 ES State Match</i>	\$ 3,934.24	\$ 21,190.59	\$ 6,603.76	\$ 13,676.77	\$ 1,436.01	\$ 1,182.73	\$ 1,315.51	\$ 17,833.72	\$ 1,348.45	\$ 2,008.42
Combined Tally	\$ 78,684.83	\$ 423,811.84	\$ 132,075.20	\$ 273,535.47	\$ 28,720.12	\$ 23,654.60	\$ 26,310.11	\$ 356,674.32	\$ 26,969.09	\$ 40,168.43
<i>Title II 251 Principal:</i>	\$ 296,487.72									
<i>Title II 251 Interest:</i>	\$ -									
<i>Title I 101 ES Fed Principal (2018-2022):</i>	\$ 862,701.97									
<i>Title I 101 ES State Match Principal (2018-2022):</i>	\$ 45,405.37									
<i>Title I 101 ES Fed Interest (2018-2022):</i>	\$ -									
<i>Title I 101 ES State Match Interest (2018-2022):</i>	\$ -									
Grants Annual Summary:	\$ 1,204,595.06									

FFY22

\$ 82.15	\$ 88.82	\$ 81.12	\$ 381.91	\$ 175.43	\$ 164.59				
\$ 40,235.00	\$ 29,631.13	\$ 50,815.64	\$ 20,468.98	\$ 224,063.72	\$ 1,609.40				
\$ 2,117.63	\$ 1,559.53	\$ 2,674.51	\$ 1,077.31	\$ 11,792.83	\$ 84.71				
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
\$ 45,203.71	\$ 37,131.88	\$ 127,592.53	\$ 29,526.55	\$ 239,365.05	\$ 77,465.87				
\$ 41,795.92	\$ 31,318.61	\$ 52,356.90	\$ 27,725.32	\$ 227,396.80	\$ 4,736.58				
\$ 2,199.79	\$ 1,648.35	\$ 2,755.63	\$ 1,459.23	\$ 11,968.25	\$ 249.29				
\$ 43,995.71	\$ 32,966.96	\$ 55,112.53	\$ 29,184.55	\$ 239,365.05	\$ 4,985.87				

FFY21 Funds/Budget Lines	By Qtr				< By Qtr By Mnth >	By Mnth					
	Q1 Oct-Dec	Q2 Jan-Mar	Q3 Apr-Jun	Q4 Jul-Sept		Oct	Nov	Dec	Jan	Feb	March
APPR: ? Unappropriated Title II 251 Interest?											
Personal Services (71000)	\$ -	\$ -	\$ -	\$ -							
Travel (72000)	\$ -	\$ -	\$ -	\$ -							
Contractual (73000)	\$ -	\$ -	\$ -	\$ -							
Supplies (74000)	\$ -	\$ -	\$ -	\$ -							
Capital Outlay (75000)	\$ -	\$ -	\$ -	\$ -							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
APPR: 012200000 HAVA VREMS Rplcmnt											
Personal Services (71000)	\$ -	\$ -	\$ -	\$ -							
Travel (72000)	\$ -	\$ -	\$ -	\$ -							
Contractual (73000)	\$ 72,480.00	\$ 73,400.00	\$ -	\$ -			\$ 72,480.00	\$ 920.00			\$ 72,480.00
Supplies (74000)	\$ 672.02	\$ -	\$ -	\$ -	\$ 672.02						
Capital Outlay (75000)	\$ -	\$ -	\$ -	\$ -							
	\$ 73,152.02	\$ 73,400.00	\$ -	\$ -	\$ 672.02	\$ -	\$ 72,480.00	\$ 920.00	\$ -	\$ -	\$ 72,480.00
APPR: 012250000 2018 ES Grant											
Personal Services (71000)	\$ -	\$ -	\$ -	\$ -							
Travel (72000)	\$ -	\$ -	\$ -	\$ -							
Contractual (73000)	\$ 311,876.75	\$ -	\$ -	\$ -		\$ 6,896.43	\$ 304,980.32				
Supplies (74000)	\$ 6,908.29	\$ -	\$ -	\$ -	\$ 6,908.29						
Capital Outlay (75000)	\$ -	\$ -	\$ -	\$ -							
	\$ 318,785.04	\$ -	\$ -	\$ -	\$ -	\$ 13,804.72	\$ 304,980.32	\$ -	\$ -	\$ -	\$ -
Breakdown of 012250000 by type of funding:											
Title I 101 ES Principal											
Personal Services (71000)	\$ -	\$ -	\$ -	\$ -							
Travel (72000)	\$ -	\$ -	\$ -	\$ -							
Contractual (73000)	\$ 296,282.91	\$ -	\$ -	\$ -		\$ 6,551.61	\$ 289,731.30	\$ -	\$ -	\$ -	\$ -
Supplies (74000)	\$ 6,562.88	\$ -	\$ -	\$ -	\$ 6,562.88						
Capital Outlay (75000)	\$ -	\$ -	\$ -	\$ -							
	\$ 302,845.79	\$ -	\$ -	\$ -	\$ -	\$ 13,114.48	\$ 289,731.30	\$ -	\$ -	\$ -	\$ -
Title I 101 ES State Match Principal											
Personal Services (71000)	\$ -	\$ -	\$ -	\$ -							
Travel (72000)	\$ -	\$ -	\$ -	\$ -							
Contractual (73000)	\$ 15,593.84	\$ -	\$ -	\$ -		\$ 344.82	\$ 15,249.02	\$ -	\$ -	\$ -	\$ -
Supplies (74000)	\$ 345.41	\$ -	\$ -	\$ -	\$ 345.41						
Capital Outlay (75000)	\$ -	\$ -	\$ -	\$ -							
	\$ 15,939.25	\$ -	\$ -	\$ -	\$ -	\$ 690.24	\$ 15,249.02	\$ -	\$ -	\$ -	\$ -

Starting Jan 1 '23, the ratio of federal vs state match changed from 95/5 to 50/50 or with the intent to equalize expenditures. Make adjustments for reporting.

	April	May	June	Jul	Aug	Sept	Oct	Nov	Dec	Jan
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Continued on forward

APPR: 012260000					
2020 ES Grant					
Personal Services (71000)	\$ 1,353.94	\$ (32,609.23)	\$ -	\$ -	
Travel (72000)	\$ -	\$ -	\$ -	\$ -	
Contractual (73000)	\$ 43,735.50	\$ 9,865.00	\$ -	\$ -	
Supplies (74000)	\$ -	\$ 73.02	\$ -	\$ -	
Capital Outlay (75000)	\$ -	\$ -	\$ -	\$ -	
	\$ 45,089.44	\$ (22,671.21)	\$ -	\$ -	
Breakdown of 012260000 by type:					
Title I 101 ES Principal					
Personal Services (71000)	\$ 1,286.24	\$ (16,304.62)	\$ -	\$ -	
Travel (72000)	\$ -	\$ -	\$ -	\$ -	
Contractual (73000)	\$ 41,548.73	\$ 4,932.50	\$ -	\$ -	
Supplies (74000)	\$ -	\$ 36.51	\$ -	\$ -	
Capital Outlay (75000)	\$ -	\$ -	\$ -	\$ -	
	\$ 42,834.97	\$ (11,335.61)	\$ -	\$ -	
Title I 101 ES State Match Principal					
Personal Services (71000)	\$ 67.70	\$ (16,304.62)	\$ -	\$ -	
Travel (72000)	\$ -	\$ -	\$ -	\$ -	
Contractual (73000)	\$ 2,186.78	\$ 4,932.50	\$ -	\$ -	
Supplies (74000)	\$ -	\$ 36.51	\$ -	\$ -	
Capital Outlay (75000)	\$ -	\$ -	\$ -	\$ -	
	\$ 2,254.47	\$ (11,335.61)	\$ -	\$ -	
Title I 101 ES Federal Interest					
Personal Services (71000)	\$ -	\$ -	\$ -	\$ -	
Travel (72000)	\$ -	\$ -	\$ -	\$ -	
Contractual (73000)	\$ -	\$ -	\$ -	\$ -	
Supplies (74000)	\$ -	\$ -	\$ -	\$ -	
Capital Outlay (75000)	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	
Title I 101 ES State Match Interest					
Personal Services (71000)	\$ -	\$ -	\$ -	\$ -	
Travel (72000)	\$ -	\$ -	\$ -	\$ -	
Contractual (73000)	\$ -	\$ -	\$ -	\$ -	
Supplies (74000)	\$ -	\$ -	\$ -	\$ -	
Capital Outlay (75000)	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	
Fund Expenditures Totals:					
	\$ 437,026.50	\$ 50,728.79	\$ -	\$ -	
Expenditures by Grant Type					
Title II 251 Principal:	\$ 73,152.02	\$ 73,400.00	\$ -	\$ -	
Title II 251 Interest:	\$ -	\$ -	\$ -	\$ -	
Title I 101 ES Principal (new 2018):	\$ 302,845.79	\$ -	\$ -	\$ -	

	\$ 1,230.50	\$ 123.44	\$ (32,609.23)		
	\$ 33,235.50	\$ 69,258.50	\$ (58,758.50)	\$ 8,305.00	\$ 1,560.00
				\$ 73.02	
	\$ 33,235.50	\$ 70,489.00	\$ (58,635.06)	\$ (32,609.23)	\$ 8,378.02 \$ 1,560.00
Starting Jan 1 '23, the ratio of federal vs state match changed from 95/5 to 50/50 on forward with the intent to equalize expenditures. Make adjustments for reporting. 1,560.00					
	\$ -	\$ 1,168.98	\$ 117.27	\$ (16,304.62)	\$ - \$ -
	\$ -	\$ -	\$ -	\$ -	\$ - \$ -
	\$ 31,573.73	\$ 65,795.58	\$ (55,820.58)	\$ -	\$ 4,152.50 \$ 780.00
	\$ -	\$ -	\$ -	\$ -	\$ 36.51 \$ -
	\$ -	\$ -	\$ -	\$ -	\$ - \$ -
	\$ 31,573.73	\$ 66,964.55	\$ (55,703.31)	\$ (16,304.62)	\$ 4,189.01 \$ 780.00
	\$ -	\$ 61.53	\$ 6.17	\$ (16,304.62)	\$ - \$ -
	\$ -	\$ -	\$ -	\$ -	\$ - \$ -
	\$ 1,661.78	\$ 3,462.93	\$ (2,937.93)	\$ -	\$ 4,152.50 \$ 780.00
	\$ -	\$ -	\$ -	\$ -	\$ 36.51 \$ -
	\$ -	\$ -	\$ -	\$ -	\$ - \$ -
	\$ 1,661.78	\$ 3,524.45	\$ (2,931.75)	\$ (16,304.62)	\$ 4,189.01 \$ 780.00
	\$ -	\$ -	\$ -	\$ -	\$ - \$ -
	\$ -	\$ -	\$ -	\$ -	\$ - \$ -
	\$ -	\$ -	\$ -	\$ -	\$ - \$ -
	\$ -	\$ -	\$ -	\$ -	\$ - \$ -
	\$ 33,907.52	\$ 84,293.72	\$ 318,825.26	\$ (31,689.23)	\$ 8,378.02 \$ 74,040.00
	\$ 672.02	\$ -	\$ 72,480.00	\$ 920.00	\$ - \$ 72,480.00
	\$ -	\$ -	\$ -	\$ -	\$ - \$ -
	\$ -	\$ 13,114.48	\$ 289,731.30	\$ -	\$ - \$ -



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<i>Title I 101 ES State Match Principal (new 2018):</i>	\$ 15,939.25	\$ -	\$ -	\$ -	\$ -	\$ 690.24	\$ 15,249.02	\$ -	\$ -	\$ -
<i>Title I 101 ES Federal Interest (2018)</i>										
<i>Title I 101 ES State Match Interest (2018)</i>										
<i>Title I 101 ES Principal (new 2020):</i>	\$ 42,834.97	\$ (11,335.61)	\$ -	\$ -	\$ -	\$ 31,573.73	\$ 66,964.55	\$ (55,703.31)	\$ (16,304.62)	\$ 4,189.01 \$ 780.00
<i>Title I 101 ES State Match Principal (new 2020):</i>	\$ 2,254.47	\$ (11,335.61)	\$ -	\$ -	\$ -	\$ 1,661.78	\$ 3,524.45	\$ (2,931.75)	\$ (16,304.62)	\$ 4,189.01 \$ 780.00
<i>Title I 101 ES Federal Interest (2020)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Title I 101 ES State Match Interest (2020)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Title I 101 ES Principal (new 2022):</i>										
<i>Title I 101 ES State Match Principal (new 2022):</i>										
<i>Title I 101 ES Federal Interest (2022)</i>										
<i>Title I 101 ES State Match Interest (2022)</i>										
Grant Type Expenditures Totals:	\$ 437,026.50	\$ 50,728.79	\$ -	\$ -	\$ -	\$ 33,907.52	\$ 84,293.72	\$ 318,825.26	\$ (31,689.23)	\$ 8,378.02 \$ 74,040.00
<i>Combined '18 + '20 + '22 ES Principal</i>	<i>\$ 345,680.76</i>	<i>\$ (11,335.61)</i>	<i>\$ -</i>	<i>\$ -</i>	<i>\$ -</i>	<i>\$ 31,573.73</i>	<i>\$ 80,079.03</i>	<i>\$ 234,028.00</i>	<i>\$ (16,304.62)</i>	<i>\$ 4,189.01 \$ 780.00</i>
<i>Combined '18 + '20 + '22 ES State Match</i>	<i>\$ 18,193.72</i>	<i>\$ (11,335.61)</i>	<i>\$ -</i>	<i>\$ -</i>	<i>\$ -</i>	<i>\$ 1,661.78</i>	<i>\$ 4,214.69</i>	<i>\$ 12,317.26</i>	<i>\$ (16,304.62)</i>	<i>\$ 4,189.01 \$ 780.00</i>
Combined Tally	\$ 363,874.48	\$ (22,671.21)	\$ -	\$ -	\$ -	\$ 33,235.50	\$ 84,293.72	\$ 246,345.26	\$ (32,609.23)	\$ 8,378.02 \$ 1,560.00
<i>Title II 251 Principal:</i>	\$ 146,552.02									
<i>Title II 251 Interest:</i>	\$ -									
<i>Title I 101 ES Fed Principal (2018-2022):</i>	\$ 334,345.15									
<i>Title I 101 ES State Match Principal (2018-2022):</i>	\$ 6,858.12									
<i>Title I 101 ES Fed Interest (2018-2022):</i>	\$ -									
<i>Title I 101 ES State Match Interest (2018-2022):</i>	\$ -									
Grants Annual Summary:	\$ 487,755.29									

\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
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\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				

From: Bert Benavides
Sent: Friday, April 21, 2023 8:04 AM AKDT
To: Lori Larsen; Nicholas Lima; Paul Lux; RogerMillsCounty@elections.ok.gov; Maria.Matthews@DOS.myflorida.com; Rozan Mitchell; Norma Figueroa Morales; Carol Morris; Janine Petty; Patricia Piecuch; kplacencia@sos.ri.gov; D. Pliner; bredondo@cee.pr.gov; Derrin Robinson; gabe.rosenberg@ct.gov; Jenni Scutchfield; Dwight Shellman; jshew@douglascountyks.org; Rachel.Soulek@state.sd.us; tami.spero@humboldtcountynv.gov; Lori Stottler; Brian Sleeth; bthompson@co.hunterdon.nj.us; Thompson, Michaela R (GOV); Mandy.Vigil@state.nm.us; rloy@deltacounty.com; rwarner@deltacounty.gov; pattyweeks@co.nezperce.id.us; viadm@aol.com; erika.white58501@gmail.com; molly.woon@sos.oregon.gov; Lauren Zyriek; austin@civicroundtable.com; josh@civicroundtable.com; madeleine@civicroundtable.com; Mara Suttman-Lea
CC: Robin Sargent; Kimberly Smith; Julie Thompson
Subject: EAC Travel Reimbursement Form - 2023 Stds Bd.,Phoenix AZ
Attachments: EAC Travel Reimbursement Request Form 2023 Bd. of Advisors.docx

You don't often get email from bbenavides@eac.gov. [Learn why this is important](#)

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning. Thank you for participating in the EAC Standards Board Annual Meeting. We appreciate all the expressions of support and appreciation from our members!

Attached is a travel reimbursement form to assist in submitting your expenses. While we work on travel vouchers as quickly as possible, please note we require the final lodging invoice from the Hyatt Regency Phoenix. We expect their final invoice sometime next week.

Thank you again.

Ms. Bert Benavides
bbenavides@eac.gov



EAC Travel Reimbursement Request Form

2023 Standards Board, April 16–20, Phoenix AZ

Name:

Arrival Date:

Departure Date:

Transportation expense(s)

Mileage (POV) residence to airport: x \$ 0.655: \$
Mileage (POV) airport to residence: x \$ 0.655: \$
Mileage (POV) res. to conference: x \$ 0.655: \$
Mileage (POV) conf. to residence: x \$ 0.655: \$

Airport parking: \$

General/Hotel parking: \$

FARE for Taxi, Lyft, Uber (tips not to exceed 20%)

Transportation fare to airport from residence (if not driving): \$

Transportation fare from airport to hotel: \$

Transportation fare from hotel to airport: \$

Transportation fare from airport to residence (if not driving): \$

1st checked baggage fee to and/or from: *Excess baggage fees not covered* \$

Additional Fares during trip:

Per Diem - Meals/Incidentals

Meals provided at conference will be deducted; No meal receipts accepted.

Travel Day Per Diem (75% of per diem): \$59.25 Non-Travel Day Per Diem: \$79.00

MI&E Breakdown: Breakfast: \$18 Lunch: \$20 Dinner: \$36 Incidentals: \$5

Per Diem for: 4/24/2023 \$

Per Diem for: 4/25/2023 \$

Per Diem for: 4/26/2023 \$

Per Diem for: 4/27/2023 \$

Please return your completed form to Ms. Bert Benavides, bbenavides@eac.gov.

Should you have any questions, please let me know. Thank you.

From: Julie Thompson
Sent: Friday, April 21, 2023 8:23 AM AKDT
To: Anthony Albence; Abram, Brian; Kyle Ardoin; Austin Boral; Nicole Browne; Andrew Buller; Nancy Boren; Beecher, Carol L (GOV); Brenda Cabrera; Caskey, Bryan [KSOS]; Carri Crum; nikki.charlson@maryland.gov; Andrew Dowd; Timothy DeCarlo; Monica Evans; Caroline Fawkes; Shelly Jackson; Jeff Hancock; Kori House; Stuart Holmes; Grandjean, Amanda; Douglas Kellner; Brian W Kruse (DC Election Commission); judgejones61@hotmail.com; Erica Johnsrud; mark.goins@tn.gov; scotland.county@sos.mo.gov
CC: Deborah Duvic; Bert Benavides; Robin Sargent; Kimberly Smith
Subject: EAC Travel Reimbursement Form - 2023 Standards Board- Phoenix, AZ
Attachments: 2023 Standards Board Phoenix AZ (A-L) (003).docx

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello all,

Thank you for participating in the EAC Standards Board Annual Meeting in Phoenix. We appreciate all the expressions of support and appreciation from our members!

Attached is a travel reimbursement form to assist in submitting your expenses. While we work on travel vouchers as quickly as possible, please note we require the final lodging invoice from the Hyatt Regency Phoenix. We expect their final invoice sometime next week.

Thank you and have a great weekend!

Julie Thompson
U.S. Election Assistance Commission
633 3rd Street NW, Suite 200 | Washington, DC 20001
www.eac.gov



EAC Travel Reimbursement Request Form

2023 Standards Board, April 16–20, Phoenix AZ

Name:

Arrival Date:

Departure Date:

Transportation expense(s)

Mileage (POV) residence to airport: x \$ 0.655: \$
Mileage (POV) airport to residence: x \$ 0.655: \$
Mileage (POV) res. to conference: x \$ 0.655: \$
Mileage (POV) conf. to residence: x \$ 0.655: \$

Airport parking: \$

General/Hotel parking: \$

FARE for Taxi, Lyft, Uber (tips not to exceed 20%)

Transportation fare to airport from residence (if not driving): \$

Transportation fare from airport to hotel: \$

Transportation fare from hotel to airport: \$

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1st checked baggage fee to and/or from: *Excess baggage fees not covered* \$

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Per Diem for: 4/24/2023 \$

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Per Diem for: 4/26/2023 \$

Per Diem for: 4/27/2023 \$

Please return your completed form to Ms. Bert Benavides, bbenavides@eac.gov.

Should you have any questions, please let me know. Thank you.

From: Beecher, Carol L (GOV)
Sent: Friday, April 21, 2023 8:36 AM AKDT
To: Thompson, Michaela R (GOV)
Subject: FW: ERIC report ready for certification

Hi Michaela,

Just a reminder – are you able to provide this information?

Thanks,
cb

From: Whitt, Sarah <sarah.whitt@ericstates.org>
Sent: Friday, April 14, 2023 8:11 AM
To: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>; Thompson, Michaela R (GOV) <michaela.thompson@alaska.gov>
Cc: Haas, Ericka <ericka.haas@ericstates.org>; Hamlin, Shane <shane.hamlin@ericstates.org>
Subject: ERIC report ready for certification

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Hi Carol and Michaela. We have a new process for certifying compliance with contact requirements in the ERIC Membership Agreement for Cross State and In State Update reports. Instead of the quarterly surveys we did previously, we will ask you to certify each report individually. We will still use Survey Monkey for the process, and will send you the survey link at the time the report is sent.

We just started this in April, so we need to catch up for reports sent out earlier this year. You received a Cross State report on January 9, 2023 and we are asking that you please certify that report now using the link below. The survey will ask you what month you received the report so we can track what report is being certified. If you plan on getting reports more than once this year, you can feel free to bookmark the survey as we will use the same links all year.

We ask that you do the certification as soon as possible. Technically under the membership agreement the certification for this report is due 4/19, but we realize we are a late in sending you the certification. So please just do your best to complete it as soon as you can.

Certification:

The ERIC membership agreement requires that you initiate contact with at least 95% of the voters on this report, to account for any records that you remove for being out of date or not applicable, within 90 days of requesting the report. You have until 10 days after the 90 days to certify you have met this requirement. Please use the link(s) below to provide this certification. Make sure to specify the month you received the report so we know which report is being certified.

- Cross State Survey: <https://www.surveymonkey.com/r/TDLL96D>

Thanks!!

Sarah Whitt
Systems and Data Specialist
Electronic Registration Information Center (ERIC)
202-993-3618
sarah.whitt@ericstates.org

From: Thompson, Michaela R (GOV)
Sent: Friday, April 21, 2023 8:37 AM AKDT
To: Beecher, Carol L (GOV)
Subject: RE: ERIC report ready for certification

This has ben completed.

Michaela R. Thompson
Administrative Operations Manager
State of Alaska, Division of Elections
Absentee and Petition Office
Phone: (907) 270-2700
Fax: (907) 270-2780

From: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Sent: Friday, April 21, 2023 8:36 AM
To: Thompson, Michaela R (GOV) <michaela.thompson@alaska.gov>
Subject: FW: ERIC report ready for certification

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cb

From: Whitt, Sarah <sarah.whitt@ericstates.org>
Sent: Friday, April 14, 2023 8:11 AM
To: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>; Thompson, Michaela R (GOV) <michaela.thompson@alaska.gov>
Cc: Haas, Ericka <ericka.haas@ericstates.org>; Hamlin, Shane <shane.hamlin@ericstates.org>
Subject: ERIC report ready for certification

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sarah.whitt@ericstates.org

From: Beecher, Carol L (GOV)
Sent: Friday, April 21, 2023 8:37 AM AKDT
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Subject: RE: ERIC report ready for certification

Perfect. Thanks!
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From: Thompson, Michaela R (GOV) <michaela.thompson@alaska.gov>
Sent: Friday, April 21, 2023 8:37 AM
To: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>
Subject: RE: ERIC report ready for certification

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Michaela R. Thompson
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State of Alaska, Division of Elections
Absentee and Petition Office
Phone: (907) 270-2700
Fax: (907) 270-2780

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Cc: Haas, Ericka <ericka.haas@ericstates.org>; Hamlin, Shane <shane.hamlin@ericstates.org>
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surveys we did previously, we will ask you to certify each report individually. We will still use Survey Monkey for the process, and will send you the survey link at the time the report is sent.

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- Cross State Survey: <https://www.surveymonkey.com/r/TDLL96D>

Thanks!!

Sarah Whitt
Systems and Data Specialist
Electronic Registration Information Center (ERIC)
202-993-3618
sarah.whitt@ericstates.org

From: Bert Benavides
Sent: Friday, April 21, 2023 8:47 AM AKDT
To: Julie Thompson; Anthony Albence; Abram, Brian; Kyle Ardoin; Austin Boral; Nicole Browne; Andrew Buller; Nancy Boren; Beecher, Carol L (GOV); Brenda Cabrera; Caskey, Bryan [KSOS]; Carri Crum; nikki.charlson@maryland.gov; Andrew Dowd; Timothy DeCarlo; Monica Evans; Caroline Fawkes; Shelly Jackson; Jeff Hancock; Kori House; Stuart Holmes; Grandjean, Amanda; Douglas Kellner; Brian W Kruse (DC Election Commission); judgejones61@hotmail.com; Erica Johnsrud; mark.goins@tn.gov; scotland.county@sos.mo.gov
CC: Deborah Duvic; Robin Sargent; Kimberly Smith
Subject: CORRECTION!: EAC Travel Reimbursement Form - 2023 Standards Board- Phoenix, AZ

You don't often get email from bbenavides@eac.gov. [Learn why this is important](#)

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

All, Sorry for the inconvenience. Travelers with last names A-K, please send your reimbursement forms to Julie Thompson, jthompson@eac.gov. I am handling travelers L-Z. Thank you! If you sent me your form, please resend to jthompson@eac.gov. I will not be able to forward the forms coming my way.

Ms. Bert Benavides
bbenavides@eac.gov

From: Julie Thompson <JThompson@eac.gov>
Sent: Friday, April 21, 2023 12:24 PM
To: Anthony Albence <Anthony.Albence@delaware.gov>; Abram, Brian <abramb@chqgov.com>; Kyle Ardoin <kyle.ardoin@sos.la.gov>; Austin Boral <austin@civicroundtable.com>; Nicole Browne <nbrowne@co.monroe.in.us>; Andrew Buller <Andrew.buller@nebraska.gov>; Nancy Boren <NBoren@columbusga.gov>; Carol Beecher <carol.beecher@alaska.gov>; Brenda Cabrera <brenda.cabrera@fairfaxva.gov>; Caskey, Bryan [KSOS] <Bryan.Caskey@ks.gov>; Carri Crum <Carri.crum@claycountysd.org>; nikki.charlson@maryland.gov; Andrew Dowd <Adowd@town.northborough.ma.us>; Timothy DeCarlo <tdecarlo@waterburyct.org>; Monica Evans <mevans@dcboe.org>; Caroline Fawkes <caroline.fawkes@vi.gov>; Shelly Jackson <shellyjackson@utah.gov>; Jeff Hancock <jeff.hancock@ky.gov>; Kori House <korhouse@pa.gov>; Stuart Holmes <stuart.holmes@sos.wa.gov>; Grandjean, Amanda <agrandjean@Ohiosos.gov>; Douglas Kellner <dak@khgflaw.com>; Brian W Kruse (DC Election Commission) <brian.kruse@douglascounty-ne.gov>; judgejones61@hotmail.com; Erica Johnsrud <ejohnsrud@co.mckenzie.nd.us>; mark.goins@tn.gov; Stuart Holmes <stuart.holmes@sos.wa.gov>; scotland.county@sos.mo.gov
Cc: Deborah Duvic <deborah.duvic@sos.la.gov>; Bert Benavides <bbenavides@eac.gov>; Robin Sargent <rsargent@eac.gov>; Kimberly Smith <KSmith@eac.gov>
Subject: EAC Travel Reimbursement Form - 2023 Standards Board- Phoenix, AZ

Hello all,

Thank you for participating in the EAC Standards Board Annual Meeting in Phoenix. We appreciate all the expressions of support and appreciation from our members!

Attached is a travel reimbursement form to assist in submitting your expenses. While we work on travel vouchers as quickly as possible, please note we require the final lodging invoice from the Hyatt Regency Phoenix. We expect their final invoice sometime next week.

Thank you and have a great weekend!

Julie Thompson

U.S. Election Assistance Commission

633 3rd Street NW, Suite 200 | Washington, DC 20001

www.eac.gov

From: Julie Thompson
Sent: Friday, April 21, 2023 9:23 AM AKDT
To: Anthony Albence; Abram, Brian; Kyle Ardoin; Austin Boral; Nicole Browne; Andrew Buller; Nancy Boren; Beecher, Carol L (GOV); Brenda Cabrera; Caskey, Bryan [KSOS]; Carri Crum; nikki.charlson@maryland.gov; Andrew Dowd; Timothy DeCarlo; Monica Evans; Caroline Fawkes; Shelly Jackson; Jeff Hancock; Kori House; Stuart Holmes; Grandjean, Amanda; Douglas Kellner; Brian W Kruse (DC Election Commission); judgejones61@hotmail.com; Erica Johnsrud; mark.goins@tn.gov; scotland.county@sos.mo.gov; Kroll, Kerri
CC: Deborah Duvic; Bert Benavides; Robin Sargent; Kimberly Smith
Subject: RE: EAC Travel Reimbursement Form - 2023 Standards Board- Phoenix, AZ
Attachments: 2023 Standards Board Phoenix AZ (A-K).docx

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello again, all,

Please disregard my last email and use the form attached above which includes my name and email at the bottom.

Sorry for the inconvenience.

Thank you!

Julie Thompson

From: Julie Thompson
Sent: Friday, April 21, 2023 12:24 PM
To: Albence, Anthony J (Elect_COE) <Anthony.Albence@delaware.gov>; Abram, Brian <abramb@chqgov.com>; Kyle.Ardoin@sos.la.gov; Austin Boral <austin@civicroundtable.com>; Nicole Browne <nbrowne@co.monroe.in.us>; Andrew Buller <Andrew.buller@nebraska.gov>; Nancy Boren <NBoren@columbusga.gov>; Carol Beecher <carol.beecher@alaska.gov>; Brenda Cabrera <brenda.cabrera@fairfaxva.gov>; Caskey, Bryan [KSOS] <Bryan.Caskey@ks.gov>; Carri Crum <Carri.crum@claycountysd.org>; nikki.charlson@maryland.gov; Andy Dowd <Adowd@town.northborough.ma.us>; Timothy DeCarlo <tdecarlo@waterburyct.org>; Monica Evans <mevans@dcboe.org>; Caroline Fawkes <caroline.fawkes@vi.gov>; Shelly Jackson <shellyjackson@utah.gov>; Jeff Hancock <jeff.hancock@ky.gov>; Kori House <korhouse@pa.gov>; stuart.holmes@sos.wa.gov; Grandjean, Amanda <agrandjean@Ohiosos.gov>; Douglas A Kellner <dak@khgflaw.com>; Brian W Kruse (DC Election Commission) <brian.kruse@douglascounty-ne.gov>; judgejones61@hotmail.com; Erica Johnsrud <ejohnsrud@co.mckenzie.nd.us>; mark.goins@tn.gov; stuart.holmes@sos.wa.gov; scotland.county@sos.mo.gov
Cc: Deborah Duvic <deborah.duvic@sos.la.gov>; Bert Benavides <bbenavides@eac.gov>; Robin Sargent <rsargent@eac.gov>; Kimberly Smith <KSmith@eac.gov>
Subject: EAC Travel Reimbursement Form - 2023 Standards Board- Phoenix, AZ

Hello all,

Thank you for participating in the EAC Standards Board Annual Meeting in Phoenix. We appreciate all the expressions of support and appreciation from our members!

Attached is a travel reimbursement form to assist in submitting your expenses. While we work on travel vouchers as quickly as possible, please note we require the final lodging invoice from the Hyatt Regency Phoenix. We expect their final invoice sometime next week.

Thank you and have a great weekend!

Julie Thompson

U.S. Election Assistance Commission

633 3rd Street NW, Suite 200 | Washington, DC 20001

www.eac.gov



EAC Travel Reimbursement Request Form

2023 Standards Board, April 16–20, Phoenix AZ

Name:

Arrival Date:

Departure Date:

Transportation expense(s)

Mileage (POV) residence to airport: x \$ 0.655: \$

Mileage (POV) airport to residence: x \$ 0.655: \$

Mileage (POV) res. to conference: x \$ 0.655: \$

Mileage (POV) conf. to residence: x \$ 0.655: \$

Airport parking: \$

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Transportation fare from airport to hotel: \$

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1st checked baggage fee to and/or from: *Excess baggage fees not covered* \$

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MI&E Breakdown: Breakfast: \$18 Lunch: \$20 Dinner: \$36 Incidentals: \$5

Per Diem for: 4/24/2023 \$

Per Diem for: 4/25/2023 \$

Per Diem for: 4/26/2023 \$

Per Diem for: 4/27/2023 \$

Please return your completed form to Ms. Julie Thompson, jthompson@eac.gov

Should you have any questions, please let me know. Thank you.

From: Bert Benavides
Sent: Friday, April 21, 2023 9:58 AM AKDT
To: Lori Larsen; Nicholas Lima; Paul Lux; RogerMillsCounty@elections.ok.gov; Maria.Matthews@DOS.myflorida.com; Rozan Mitchell; Norma Figueroa Morales; Carol Morris; Janine Petty; Patricia Piecuch; kplacencia@sos.ri.gov; D. Pliner; bredondo@cee.pr.gov; Derrin Robinson; gabe.rosenberg@ct.gov; Jenni Scutchfield; Dwight Shellman; jshew@douglascountyks.org; Rachel.Soulek@state.sd.us; tami.spero@humboldtcountynv.gov; Lori Stottler; Brian Sleeth; bthompson@co.hunterdon.nj.us; Thompson, Michaela R (GOV); Mandy.Vigil@state.nm.us; rloy@deltacounty.com; rwarner@deltacounty.gov; pattyweeks@co.nezperce.id.us; viadm@aol.com; erika.white58501@gmail.com; molly.woon@sos.oregon.gov; Lauren Zyriek; austin@civicroundtable.com; josh@civicroundtable.com; madeleine@civicroundtable.com; Mara Suttman-Lea
CC: Robin Sargent; Kimberly Smith; Julie Thompson
Subject: Corrected travel form: EAC Travel Reimbursement - 2023 Stds Bd.,Phoenix AZ
Attachments: EAC Travel Reimbursement Request Form, 2023 Stds. Bd.docx

You don't often get email from bbenavides@eac.gov. [Learn why this is important](#)

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Hi, all. The reimbursement form sent earlier is for next week's Board of Advisors' meeting. Attached is the correct Standards Board meeting reimbursement form which has a per diem rate of \$69.00 and covers travel dates from April 16 through April 20; reimbursement applies only to your dates of travel. My apologies and thank you for your patience.

Ms. Bert Benavides
bbenavides@eac.gov

From: Bert Benavides <bbenavides@eac.gov>
Sent: Friday, April 21, 2023 12:05 PM
To: Lori Larsen <llarsen@stevenscountywa.gov>; Nicholas Lima <Nlima@cranstonri.gov>; Paul Lux <plux@myokaloosa.com>; RogerMillsCounty@elections.ok.gov; Maria.Matthews@DOS.myflorida.com; Rozan Mitchell <RozanMit@utahcounty.gov>; Norma Figueroa Morales <nfigueroa@cee.pr.gov>; Carol Morris <carol.morris@elections.ok.gov>; Janine Petty <jpetty@risc.maricopa.gov>; Patricia Piecuch <patricia.piecuch@sos.nh.gov>; kplacencia@sos.ri.gov; D. Pliner <dpliner@webstercountyia.org>; bredondo@cee.pr.gov; Derrin Robinson <derrin.robinson@co.harney.or.us>; gabe.rosenberg@ct.gov; Jenni Scutchfield <jscutchfield@ky.gov>; Dwight Shellman <Dwight.Shellman@ColoradoSOS.gov>; jshew@douglascountyks.org; Rachel.Soulek@state.sd.us; tami.spero@humboldtcountynv.gov; Lori Stottler <stottlerl@ci.janesville.wi.us>; Brian Sleeth <brian.sleeth@warrencountyohio.gov>; bthompson@co.hunterdon.nj.us; michaela thompson <michaela.thompson@alaska.gov>; Mandy.Vigil@state.nm.us; rloy@deltacounty.com; rwarner@deltacounty.gov; pattyweeks@co.nezperce.id.us; viadm@aol.com; erika.white58501@gmail.com; molly.woon@sos.oregon.gov; Lauren Zyriek <lauren.zyriek@sos.nj.gov>; austin@civicroundtable.com; josh@civicroundtable.com; madeleine@civicroundtable.com; Mara Suttman-Lea <csuttman@conncoll.edu>
Cc: Robin Sargent <rsargent@eac.gov>; Kimberly Smith <KSmith@eac.gov>; Julie Thompson <JThompson@eac.gov>
Subject: EAC Travel Reimbursement Form - 2023 Stds Bd.,Phoenix AZ

Good morning. Thank you for participating in the EAC Standards Board Annual Meeting. We appreciate all the expressions of support and appreciation from our members!

Attached is a travel reimbursement form to assist in submitting your expenses. While we work on travel vouchers as quickly as possible, please note we require the final lodging invoice from the Hyatt Regency Phoenix. We expect their final invoice sometime next week.

Thank you again.

Ms. Bert Benavides
bbenavides@eac.gov



EAC Travel Reimbursement Request Form

2023 Standards Board, April 16–20, Phoenix AZ

Name:

Arrival Date:

Departure Date:

Transportation expense(s)

Mileage (POV) residence to airport: x \$ 0.655: \$
Mileage (POV) airport to residence: x \$ 0.655: \$
Mileage (POV) res. to conference: x \$ 0.655: \$
Mileage (POV) conf. to residence: x \$ 0.655: \$

Airport parking: \$

General/Hotel parking: \$

FARE for Taxi, Lyft, Uber (tips not to exceed 20%)

Transportation fare to airport from residence (if not driving): \$

Transportation fare from airport to hotel: \$

Transportation fare from hotel to airport: \$

Transportation fare from airport to residence (if not driving): \$

1st checked baggage fee to and/or from: *Excess baggage fees not covered* \$

Additional Fares during trip:

Per Diem - Meals/Incidentals

Meals provided at conference will be deducted; No meal receipts accepted.

Travel Day Per Diem (75% of per diem): \$51.75 Non-Travel Day Per Diem: \$69.00

MI&E Breakdown: Breakfast: \$16 Lunch: \$17 Dinner: \$31 Incidentals: \$5

Per Diem for: 4/16/2023 \$

Per Diem for: 4/17/2023 \$

Per Diem for: 4/18/2023 \$

Per Diem for: 4/19/2023 \$

Per Diem for: 4/20/2023 \$

Please return your completed form to Ms. Bert Benavides, bbenavides@eac.gov.

Should you have any questions, please let me know. Thank you.

From: Julie Thompson
Sent: Friday, April 21, 2023 12:58 PM AKDT
To: Anthony Albence; Abram, Brian; Kyle Ardoin; Austin Boral; Nicole Browne; Andrew Buller; Nancy Boren; Beecher, Carol L (GOV); Brenda Cabrera; Caskey, Bryan [KSOS]; Carri Crum; nikki.charlson@maryland.gov; Andrew Dowd; Timothy DeCarlo; Monica Evans; Caroline Fawkes; Shelly Jackson; Jeff Hancock; Kori House; Stuart Holmes; Grandjean, Amanda; Douglas Kellner; Brian W Kruse (DC Election Commission); judgejones61@hotmail.com; Erica Johnsrud; mark.goins@tn.gov; scotland.county@sos.mo.gov; Kroll, Kerri
CC: Deborah Duvic; Bert Benavides
Subject: RE: EAC Travel Reimbursement Form - 2023 Standards Board- Phoenix, AZ
Attachments: EAC Travel Reimbursement Request Form 2023 Stds. Bd (002).docx

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon!

The reimbursement form sent earlier is for next week's Board of Advisors' meeting. Attached is the correct Standards Board meeting reimbursement form which has a per diem rate of \$69.00 and covers travel dates from April 16 through April 20; reimbursement applies only to your dates of travel. My apologies and thank you for your patience.

Please do include receipts and resubmit the correct form attached directly to me at JThompson@eac.gov.

Have a great weekend!

From: Julie Thompson
Sent: Friday, April 21, 2023 1:23 PM
To: Albence, Anthony J (Elect_COE) <Anthony.Albence@delaware.gov>; Abram, Brian <abramb@chqgov.com>; Kyle.Ardoin@sos.la.gov; Austin Boral <austin@civicroundtable.com>; Nicole Browne <nbrowne@co.monroe.in.us>; Andrew Buller <Andrew.buller@nebraska.gov>; Nancy Boren <NBoren@columbusga.gov>; Carol Beecher <carol.beecher@alaska.gov>; Brenda Cabrera <brenda.cabrera@fairfaxva.gov>; Caskey, Bryan [KSOS] <Bryan.Caskey@ks.gov>; Carri Crum <Carri.crum@claycountysd.org>; nikki.charlson@maryland.gov; Andy Dowd <Adowd@town.northborough.ma.us>; Timothy DeCarlo <tdecarlo@waterburyct.org>; Monica Evans <mevans@dcboe.org>; Caroline Fawkes <caroline.fawkes@vi.gov>; Shelly Jackson <shellyjackson@utah.gov>; Jeff Hancock <jeff.hancock@ky.gov>; Kori House <korhouse@pa.gov>; stuart.holmes@sos.wa.gov; Grandjean, Amanda <agrandjean@Ohiosos.gov>; Douglas A Kellner <dak@khgflaw.com>; Brian W Kruse (DC Election Commission) <brian.kruse@douglascounty-ne.gov>; judgejones61@hotmail.com; Erica Johnsrud <ejohnsrud@co.mckenzie.nd.us>; mark.goins@tn.gov; stuart.holmes@sos.wa.gov; scotland.county@sos.mo.gov; Kroll, Kerri <kerri.kroll@sos.wa.gov>
Cc: Deborah Duvic <deborah.duvic@sos.la.gov>; Bert Benavides <bbenavides@eac.gov>; Robin Sargent <rsargent@eac.gov>; Kimberly Smith <KSmith@eac.gov>
Subject: RE: EAC Travel Reimbursement Form - 2023 Standards Board- Phoenix, AZ

Hello again, all,

Please disregard my last email and use the form attached above which includes my name and email at the bottom.

Sorry for the inconvenience.

Thank you!

Julie Thompson

From: Julie Thompson

Sent: Friday, April 21, 2023 12:24 PM

To: Albence, Anthony J (Elect_COE) <Anthony.Albence@delaware.gov>; Abram, Brian <abramb@chqgov.com>; Kyle.Ardoin@sos.la.gov; Austin Boral <austin@civicroundtable.com>; Nicole Browne <nbrowne@co.monroe.in.us>; Andrew Buller <Andrew.buller@nebraska.gov>; Nancy Boren <NBoren@columbusga.gov>; Carol Beecher <carol.beecher@alaska.gov>; Brenda Cabrera <brenda.cabrera@fairfaxva.gov>; Caskey, Bryan [KSOS] <Bryan.Caskey@ks.gov>; Carri Crum <Carri.crum@claycountysd.org>; nikki.charlson@maryland.gov; Andy Dowd <Adowd@town.northborough.ma.us>; Timothy DeCarlo <tdecarlo@waterburyct.org>; Monica Evans <mevans@dcboe.org>; Caroline Fawkes <caroline.fawkes@vi.gov>; Shelly Jackson <shellyjackson@utah.gov>; Jeff Hancock <jeff.hancock@ky.gov>; Kori House <korhouse@pa.gov>; stuart.holmes@sos.wa.gov; Grandjean, Amanda <agrandjean@Ohiosos.gov>; Douglas A Kellner <dak@khgflaw.com>; Brian W Kruse (DC Election Commission) <brian.kruse@douglascounty-ne.gov>; judgejones61@hotmail.com; Erica Johnsrud <ejohnsrud@co.mckenzie.nd.us>; mark.goins@tn.gov; stuart.holmes@sos.wa.gov; scotland.county@sos.mo.gov

Cc: Deborah Duvic <deborah.duvic@sos.la.gov>; Bert Benavides <bbenavides@eac.gov>; Robin Sargent <rsargent@eac.gov>; Kimberly Smith <KSmith@eac.gov>

Subject: EAC Travel Reimbursement Form - 2023 Standards Board- Phoenix, AZ

Hello all,

Thank you for participating in the EAC Standards Board Annual Meeting in Phoenix. We appreciate all the expressions of support and appreciation from our members!

Attached is a travel reimbursement form to assist in submitting your expenses. While we work on travel vouchers as quickly as possible, please note we require the final lodging invoice from the Hyatt Regency Phoenix. We expect their final invoice sometime next week.

Thank you and have a great weekend!

Julie Thompson

U.S. Election Assistance Commission

633 3rd Street NW, Suite 200 | Washington, DC 20001
www.eac.gov



EAC Travel Reimbursement Request Form

2023 Standards Board, April 16–20, Phoenix AZ

Name:

Arrival Date:

Departure Date:

Transportation expense(s)

Mileage (POV) residence to airport: x \$ 0.655: \$

Mileage (POV) airport to residence: x \$ 0.655: \$

Mileage (POV) res. to conference: x \$ 0.655: \$

Mileage (POV) conf. to residence: x \$ 0.655: \$

Airport parking: \$

General/Hotel parking: \$

FARE for Taxi, Lyft, Uber (tips not to exceed 20%)

Transportation fare to airport from residence (if not driving): \$

Transportation fare from airport to hotel: \$

Transportation fare from hotel to airport: \$

Transportation fare from airport to residence (if not driving): \$

1st checked baggage fee to and/or from: *Excess baggage fees not covered* \$

Additional Fares during trip:

Per Diem - Meals/Incidentals

Meals provided at conference will be deducted; No meal receipts accepted.

Travel Day Per Diem (75% of per diem): \$51.75 Non-Travel Day Per Diem: \$69.00

MI&E Breakdown: Breakfast: \$16 Lunch: \$17 Dinner: \$31 Incidentals: \$5

Per Diem for: 4/16/2023 \$

Per Diem for: 4/17/2023 \$

Per Diem for: 4/18/2023 \$

Per Diem for: 4/19/2023 \$

Per Diem for: 4/20/2023 \$

Please return your completed form to Julie Thompson at JThompson@eac.gov. Should you have any questions, please let me know. Thank you!

Subject: MTG: Alaskans for Better Elections
Start: Thursday, April 27, 2023 2:00 PM AKDT
End: Thursday, April 27, 2023 2:30 PM AKDT
Location: JNU - Lt. Governor's Office
Show Time As: Tentative
Organizer: Dahlstrom, LT. Governor (GOV sponsored)
Attendees: Dahlstrom, LT. Governor (GOV sponsored), Howell, Kelly A (GOV), Beecher, Carol L (GOV)

Topic: Introduce AFBE to you and to discuss election topics including Alaska's membership in ERIC.

Who: Bruce Botelho
Juli Lucky
Carol Beecher (tentative - phone)
Kelly Howell

Contact:
907-351-5108
juli@AlaskansForBetterElections.com

From: Alecia Wells
Sent: Monday, April 24, 2023 3:10 PM AKDT
To: Kimberly Smith; abramb@chqgov.com; Andrew Dowd; afontes@azsos.gov; agrandjean@OhioSOS.Gov; Andrew Buller; Anthony Albence; James Tatum; Jocelyn Benson; beredondo@cee.pr.gov; Brad King; Bradford Raffensperger; Brenda Cabrera; bret.kelly@ncsbe.gov; brian.kruse@douglascounty-ne.gov; Brian Sleeth; bryan.caskey@ks.gov; bthompson@co.hunterdon.nj.us; Brittany Westfall; Brian Wood; Beecher, Carol L (GOV); Carol Morris; Caroline Fawkes; Carri Crum; Charles Holiday; Jay Ashcroft; cisco@sos.nv.gov; C.J. Garrison; Douglas Kellner; David Maeda; Dana Corson; Debby Erickson; Derrin Robinson; Sandra Pinsonault; D. Pliner; Dwight Shellman; ejohnsrud@co.mckenzie.nd.us; erika.white58501@gmail.com; gabe.roseberg@ct.gov; Guy Mickley; Heidi Burhans; Heather Hawthorne; Howard Knapp; Timaka James-Jones; Melanie Clark; Jason Hancock; James Boggs; Jeff Hancock; Jenni Scutchfield; jesse.naiman1@wyo.gov; john.thurston@sos.arkansas.gov; joldfield@elections.il.gov; Janine Petty; jroebuck@miottawa.org; jshew@douglascountyks.org; julie.flynn@maine.gov; kingram@sos.texas.gov; Kathleen Montejo; Kori House; kplacencia@sos.ri.gov; kristen.e.uyeda@hawaii.gov; Kyle Thomas; kwhite@co.albany.wy.us; Kyle Ardoin; Lauren Zyrtek; Lori Larsen; LR Booth; Mandy.Vigil@state.nm.us; marengoprobate@gmail.com; Maria.Matthews@DOS.myflorida.com; maria.pangelinan@gec.guam.gov; mark.goins@tn.gov; Diane Meadows; meagan.Wolfe@wi.gov; Monica Evans; Michael.Dickerson@mecklenburgcountync.gov; michael.watson@sos.ms.gov; Thompson, Michaela R (GOV); Michelle.Tassinari@sec.state.ma.us; mike.spence@caddoclerk.com; Molly Woon (molly.woon@sos.oregon.gov); Nancy Boren; Nicole Browne; Norma Figueroa Morales; nikki.charlson@maryland.gov; Nicholas Lima; pat.nakamoto@hawaiicounty.gov; Patricia Piecuch; pattyweeks@co.nezperce.id.us; Paul Lux; Rachel.Soulek@state.sd.us; Ralph Artigliere; rloy@deltacounty.com; robertd@pointing.com; RogerMillsCounty@elections.ok.gov; Rozan Mitchell; Batina Dodge; Shelly Jackson; Lori Stottler; Stuart Holmes; Susan Beals; Susan Lapsley; tami.spero@humboldtcountynv.gov; taranisha07_poa@yahoo.com; Timothy DeCarlo; Tonia Fernandez; vange.tauoa@gmail.com; Guam; Wes Allen; Will Senning
CC: Thomas Hicks; Donald Palmer; Benjamin Hovland; Christy McCormick; Steven Frid; Amanda Joiner; Kristen Muthig; Kristen Lee; Heather Ford
Subject: Re: Standards Board Executive Board Meeting

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Sorry, I can't make it.

[Sent from the all new AOL app for iOS](#)

On Wednesday, April 5, 2023, 7:01 AM, Kimberly Smith <KSmith@eac.gov> wrote:

Standards Board Members,

The next Executive Board meeting is scheduled for Thursday, April 6 at 4:00pm ET. All Standards Board members are invited to attend and may offer comments or feedback at the Chair's discretion. Attached please find the meeting agenda and the Zoom information below.

Kimberly Smith is inviting you to a scheduled ZoomGov meeting.

Topic: Standards Board Executive Board Meeting
Time: Apr 6, 2023 04:00 PM Eastern Time (US and Canada)

Join ZoomGov Meeting

<https://eac-gov.zoomgov.com/j/1611391056?pwd=WE4zaG9CTlI6Q3R3RUdia3dwQWljQT09>

Meeting ID: 161 139 1056

Passcode: 657411

One tap mobile

+16692545252,,1611391056# US (San Jose)

+16468287666,,1611391056# US (New York)

Dial by your location

+1 669 254 5252 US (San Jose)

+1 646 828 7666 US (New York)

+1 646 964 1167 US (US Spanish Line)

+1 415 449 4000 US (US Spanish Line)

+1 551 285 1373 US

+1 669 216 1590 US (San Jose)

833 568 8864 US Toll-free

Meeting ID: 161 139 1056

Find your local number: <https://eac-gov.zoomgov.com/j/1611391056>

Kimberly Smith | Alternate Designated Federal Officer (ADFO), EAC Standards Board

U.S. Election Assistance Commission

633 3rd Street NW, Suite 200 | Washington, DC 20001

www.eac.gov

From: CJ Garrison
Sent: Tuesday, April 25, 2023 11:38 AM AKDT
To: Alecia Wells; Kimberly Smith; abramb@chqgov.com; Andrew Dowd; afontes@azsos.gov; agrandjean@OhioSOS.Gov; Andrew Buller; Anthony Albence; James Tatum; Jocelyn Benson; beredondo@cee.pr.gov; Brad King; Bradford Raffensperger; Brenda Cabrera; bret.kelly@ncsbe.gov; brian.kruse@douglascounty-ne.gov; Brian Sleeth; bryan.caskey@ks.gov; bthompson@co.hunterdon.nj.us; Brittany Westfall; Brian Wood; Beecher, Carol L (GOV); Carol Morris; Caroline Fawkes; Carri Crum; Charles Holiday; Jay Ashcroft; cisco@sos.nv.gov; Douglas Kellner; David Maeda; Dana Corson; Debby Erickson; Derrin Robinson; Sandra Pinsonault; D. Pliner; Dwight Shellman; ejohnsrud@co.mckenzie.nd.us; erika.white58501@gmail.com; gabe.roseberg@ct.gov; Guy Mickley; Heidi Burhans; Heather Hawthorne; Howard Knapp; Timaka James-Jones; Melanie Clark; Jason Hancock; James Boggs; Jeff Hancock; Jenni Scutchfield; jesse.naiman1@wyo.gov; john.thurston@sos.arkansas.gov; joldfield@elections.il.gov; Janine Petty; jroebuck@miottawa.org; jshew@douglascountyks.org; julie.flynn@maine.gov; kingram@sos.texas.gov; Kathleen Montejo; Kori House; kplacencia@sos.ri.gov; kristen.e.uyeda@hawaii.gov; Kyle Thomas; kwhite@co.albany.wy.us; Kyle Ardoin; Lauren Zyriek; Lori Larsen; LR Booth; Mandy.Vigil@state.nm.us; marengoprobate@gmail.com; Maria.Matthews@DOS.myflorida.com; maria.pangelinan@gec.guam.gov; mark.goins@tn.gov; Diane Meadows; meagan.Wolfe@wi.gov; Monica Evans; Michael.Dickerson@mecklenburgcountync.gov; michael.watson@sos.ms.gov; Thompson, Michaela R (GOV); Michelle.Tassinari@sec.state.ma.us; mike.spence@caddoclerk.com; Molly Woon (molly.woon@sos.oregon.gov); Nancy Boren; Nicole Browne; Norma Figueroa Morales; nikki.charlson@maryland.gov; Nicholas Lima; pat.nakamoto@hawaiicounty.gov; Patricia Piecuch; pattyweeks@co.nezperce.id.us; Paul Lux; Rachel.Soulek@state.sd.us; Ralph Artigliere; rloy@deltacounty.com; robertd@pointing.com; RogerMillsCounty@elections.ok.gov; Rozan Mitchell; Batina Dodge; Shelly Jackson; Lori Stottler; Stuart Holmes; Susan Beals; Susan Lapsley; tami.spero@humboldtcountynv.gov; taranisha07_poa@yahoo.com; Timothy DeCarlo; Tonia Fernandez; vange.tauoa@gmail.com; Guam; Wes Allen; Will Senning
CC: Thomas Hicks; Donald Palmer; Benjamin Hovland; Christy McCormick; Steven Frid; Amanda Joiner; Kristen Muthig; Kristen Lee; Heather Ford
Subject: RE: Standards Board Executive Board Meeting

Some people who received this message don't often get email from cj.garrison@hardingcounty.org. [Learn why this is important](#)

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon,

I was reading and then read again. I received this Monday, am I just now getting this late or am I missing something? April 6th has already come and gone??

Sincerely,

Ms. CJ Garrison
Harding County Clerk
P.O. Box 1002
35 Pine St.
Mosquero, NM 87733
Email: CJ.Garrison@hardingcounty.org
Phone: 575-673-2301
Work Cell: 575-512-5228
Fax: 575-673-2922



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LEGAL ADVICE LIMITATION: Staff in this office MAY NOT fill out forms or offer such direction to the public. NM County Employees are prohibited from giving LEGAL ADVICE. Please contact a qualified licensed attorney for legal advice regarding the appropriate language, format, and/or process for matters handled by this office.

SEARCHES: Our office is not licensed or bonded to conduct detailed real estate searches. Please contact a local Abstract or Title Company. However, on request, our office will instruct persons on how to perform real estate title searches in our office. The Harding County Clerk's Office will not assume liability for searches conducted by others. There is no charge to search records on file in this office.

From: Alecia Wells <viadm@aol.com>

Sent: Monday, April 24, 2023 5:10 PM

To: Kimberly Smith <KSmith@eac.gov>; abramb@chqgov.com; Andrew Dowd <Adowd@town.northborough.ma.us>; afontes@azsos.gov; agrandjean@OhioSOS.Gov; Andrew Buller <Andrew.buller@nebraska.gov>; Anthony Albence <Anthony.Albence@delaware.gov>; James Tatum <bcpro@ustconline.net>; Jocelyn Benson <bensonj4@michigan.gov>; beredondo@cee.pr.gov; Brad King <bking@iec.in.gov>; Bradford Raffensperger <brad@sos.ga.gov>; Brenda Cabrera <brenda.cabrera@fairfaxva.gov>; bret.kelly@ncsbe.gov; brian.kruse@douglascounty-ne.gov; Brian Sleeth <brian.sleeth@warrencountyohio.gov>; bryan.caskey@ks.gov; bthompson@co.hunterdon.nj.us; Brittany Westfall <Bwestfall@wvsos.gov>; Brian Wood <bwood@putnamwv.org>; Carol Beecher <carol.beecher@alaska.gov>; Carol Morris <carol.morris@elections.ok.gov>; Caroline Fawkes <caroline.fawkes@vi.gov>; Carri Crum <Carri.crum@claycountysd.org>; Charles Holiday <choliday@chicagoelections.gov>; Jay Ashcroft <chrissey.peters@sos.mo.gov>; cisco@sos.nv.gov; CJ Garrison <cj.garrison@hardingcounty.org>; Douglas Kellner <dak@khgflaw.com>; David Maeda <david.maeda@state.mn.us>; Dana Corson <DCorson@mt.gov>; Debby Erickson <debby.erickson@crowwing.us>; Derrin Robinson <derrin.robinson@co.harney.or.us>; Sandra Pinsonault <dorsetclerk@gmail.com>; D. Pliner <dpliner@webstercountytia.org>; Dwight Shellman <Dwight.Shellman@ColoradoSOS.gov>; ejohnsrud@co.mckenzie.nd.us; erika.white58501@gmail.com; gabe.roseberg@ct.gov <gabe.rosenberg@ct.gov>; Guy Mickley <guy.mickley@maryland.gov>; Heidi Burhans <heidi.burhans@sos.iowa.gov>; Heather Hawthorne <hhawthorne@chamberstx.gov>; Howard Knapp <hknapp@elections.sc.gov>; Timaka James-Jones <humphreyscircuitclerk@yahoo.com>; Melanie Clark <jacksoncountyclerk@gmail.com>; Jason Hancock <jason.hancock@sos.idaho.gov>; James

Boggs <jboggs@dcboe.org>; Jeff Hancock <jeff.hancock@ky.gov>; Jenni Scutchfield <jscutchfield@ky.gov>; jesse.naiman1@wyo.gov; john.thurston@sos.arkansas.gov; joldfield@elections.il.gov; Janine Petty <jpetty@risc.maricopa.gov>; jroebuck@miottawa.org; jshew@douglascountyks.org; julie.flynn@maine.gov; kingram@sos.texas.gov; Kathleen Montejo <kmontejo@lewistonmaine.gov>; Kori House <korhouse@pa.gov>; kplacencia@sos.ri.gov; kristen.e.uyeda@hawaii.gov; Kyle Thomas <kthomas@elections.il.gov>; kwhite@co.albany.wy.us; Kyle Ardoin <kyle.ardoin@sos.la.gov>; Lauren Zyriek <lauren.zyriek@sos.nj.gov>; Lori Larsen <llarsen@stevenscountywa.gov>; LR Booth <lrbooth@andersoncountysc.org>; Mandy.Vigil@state.nm.us; marengoprobate@gmail.com; Maria.Matthews@DOS.myflorida.com; maria.pangelinan@gec.guam.gov; mark.goins@tn.gov; Diane Meadows <meadows.seconda@gmail.com>; meagan.Wolfe@wi.gov; Monica Evans <mevans@dcboe.org>; Michael.Dickerson@mecklenburgcountync.gov; michael.watson@sos.ms.gov; michaela thompson <michaela.thompson@alaska.gov>; Michelle.Tassinari@sec.state.ma.us; mike.spence@caddoclerk.com; Molly Woon (molly.woon@sos.oregon.gov) <molly.woon@sos.oregon.gov>; Nancy Boren <nboren@columbusga.org>; Nicole Browne <nbrowne@co.monroe.in.us>; Norma Figueroa Morales <nfigueroa@cee.pr.gov>; nikki.charlson@maryland.gov; Nicholas Lima <Nlima@cranstonri.gov>; pat.nakamoto@hawaiicounty.gov; Patricia Piecuch <patricia.piecuch@sos.nh.gov>; pattyweeks@co.nezperce.id.us; Paul Lux <plux@myokaloosa.com>; Rachel.Soulek@state.sd.us; Ralph Artigliere <ralph.artigliere@delaware.gov>; rloy@deltacounty.com; robertd@pointing.com; RogerMillsCounty@elections.ok.gov; Rozan Mitchell <RozanMit@utahcounty.gov>; Batina Dodge <scotland@sos.mo.gov>; Shelly Jackson <shellyjackson@utah.gov>; Lori Stottler <stottlerl@ci.janesville.wi.us>; Stuart Holmes <stuart.holmes@sos.wa.gov>; Susan Beals <susan.beals@elections.virginia.gov>; Susan Lapsley <Susan.Lapsley@sos.ca.gov>; tami.spero@humboldtcountynv.gov; taranisha07_poa@yahoo.com; Timothy DeCarlo <tdecarlo@waterburyct.org>; Tonia Fernandez <tfernandez@eriecountypa.gov>; vange.tauoa@gmail.com; Guam <vote@gec.guam.gov>; Wes Allen <wes.allen@sos.alabama.gov>; Will Senning <Will.Senning@vermont.gov>

Cc: Thomas Hicks <thicks@eac.gov>; Donald Palmer <dpalmer@eac.gov>; Benjamin Hovland <bhovland@eac.gov>; Christy McCormick <cmccormick@eac.gov>; Steven Frid <SFrid@eac.gov>; Amanda Joiner <AJoiner@eac.gov>; Kristen Muthig <KMuthig@eac.gov>; Kristen Lee <KLee@eac.gov>; Heather Ford <HFord@eac.gov>

Subject: Re: Standards Board Executive Board Meeting

Sorry, I can't make it.

[Sent from the all new AOL app for iOS](#)

On Wednesday, April 5, 2023, 7:01 AM, Kimberly Smith <KSmith@eac.gov> wrote:

Standards Board Members,

The next Executive Board meeting is scheduled for Thursday, April 6 at 4:00pm ET. All Standards Board members are invited to attend and may offer comments or feedback at the Chair's discretion. Attached please find the meeting agenda and the Zoom information below.

Kimberly Smith is inviting you to a scheduled ZoomGov meeting.

Topic: Standards Board Executive Board Meeting

Time: Apr 6, 2023 04:00 PM Eastern Time (US and Canada)

Join ZoomGov Meeting

<https://eac-gov.zoomgov.com/j/1611391056?pwd=WE4zaG9CTlI6Q3R3RUdia3dwQWljQT09>

Meeting ID: 161 139 1056

Passcode: 657411

One tap mobile

+16692545252,,1611391056# US (San Jose)

+16468287666,,1611391056# US (New York)

Dial by your location

+1 669 254 5252 US (San Jose)

+1 646 828 7666 US (New York)

+1 646 964 1167 US (US Spanish Line)

+1 415 449 4000 US (US Spanish Line)

+1 551 285 1373 US

+1 669 216 1590 US (San Jose)

833 568 8864 US Toll-free

Meeting ID: 161 139 1056

Find your local number: <https://eac-gov.zoomgov.com/u/aKpTkOwNy>

Kimberly Smith | Alternate Designated Federal Officer (ADFO), EAC Standards Board

U.S. Election Assistance Commission

633 3rd Street NW, Suite 200 | Washington, DC 20001

www.eac.gov

From: Jacob Kipp, CEIR
Sent: Thursday, April 27, 2023 6:59 AM AKDT
To: Thompson, Michaela R (GOV)
Subject: Attacks on Democracy: ERIC, Election Security & Disinformation

You don't often get email from updates@electioninnovation.org. [Learn why this is important](#)

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Attacks on Democracy: ERIC, Election Security & Disinformation

David Becker, CEIR | Quinn Raymond, Protect Democracy

Thursday, May 4, 12 Noon ET



Webinar: Attacks on Democracy - ERIC, Election Security, and Disinformation

REGISTER NOW

Join the Center for Election Innovation and Research (CEIR) and Protect Democracy for a webinar discussing, "Attacks on Democracy: ERIC, Election Security, and Disinformation" on Thursday, May 4 at 12 Noon ET.

The Electronic Registration Information Center (ERIC) was launched in 2012 to keep voter lists accurate, and combat voter fraud. Over the last decade, ERIC has helped over 30 states correct 35 million records of voters who had moved, clean 1 million duplicate records, and remove over 500,000 dead voters from the voter lists. A handful of member states recently decided to leave the interstate system, citing misinformation and conspiracy theories. The attacks on ERIC are part of a larger campaign to weaken democracy, as election officials continue to face threats and harassment.

David Becker, Executive Director of CEIR, and Quinn Raymond, Project Manager at Protect Democracy, will discuss how election officials and those in the democracy space can recognize disinformation when they see it, and set the record straight about the systems that keep our elections secure. There will also be time for questions from the audience.

The Center for Election Innovation & Research is a nonpartisan nonprofit that conducts elections research and works with election officials from around the country and both sides of the aisle to support elections that voters should—and do—trust. We seek to restore trust in the American election system and promote election procedures that encourage participation while ensuring election integrity and security. For more information, visit

electioninnovation.org.

Protect Democracy is a cross-ideological non-profit group dedicated to defeating the authoritarian threat, building more resilient democratic institutions, and protecting our freedom and liberal democracy. For more information, visit

protectdemocracy.org.

REGISTER NOW



Livestream: What to Know About the US Elections Heading Into 2024

Join CEIR Executive Director David Becker on May 1 at a collaborative event between the Baker Institute Presidential Elections Program and The Carter Center. Experts will explore issues such as election law changes, voter suppression, disinformation, and more with a focus on what the 2024 presidential election could bring.

[Learn more or sign up for the livestream](#)



CBS News

**FACE THE NATION with Margaret Brennan:
The Fallout After January 6th**

2023 Walter Cronkite Awards for Excellence in TV Political Journalism

CEIR Executive Director and CBS Election Law contributor David Becker was featured as part of the 2023 Walter Cronkite Award for Political Journalism given to Face the Nation with Margaret Brennan. Judges praised “the program’s repeated advocacy of small d democratic norms and truth” and Brennan’s interviews for her “concerted efforts to combat disinformation.”

[Learn more](#)



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Washington, DC
20036-3995

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From: Julie Thompson
Sent: Thursday, April 27, 2023 8:00 AM AKDT
To: Anthony Albence; Abram, Brian; Kyle Ardoin; Austin Boral; Nicole Browne; Andrew Buller; Nancy Boren; Beecher, Carol L (GOV); Brenda Cabrera; Caskey, Bryan [KSOS]; Carri Crum; nikki.charlson@maryland.gov; Andrew Dowd; Timothy DeCarlo; Monica Evans; Caroline Fawkes; Shelly Jackson; Jeff Hancock; Kori House; Stuart Holmes; Grandjean, Amanda; Douglas Kellner; Brian W Kruse (DC Election Commission); judgejones61@hotmail.com; Erica Johnsrud; mark.goins@tn.gov; scotland.county@sos.mo.gov; Kroll, Kerri
CC: Deborah Duvic; Robin Sargent
Subject: RE: EAC Travel Reimbursement Form - 2023 Standards Board- Phoenix, AZ

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning, all!

Many thanks to all who have submitted their reimbursement form from the Standards Board meeting in Phoenix. While we do not require receipts for meals from this trip, we do need receipts for all other expenses including checked baggage, transit, parking, etc. If you have already submitted those, please disregard this message. If you have not, please send attachments in jpeg or pdf form to me at JThompson@eac.gov at your earliest convenience.

Very respectfully,

Julie Thompson
U.S. Election Assistance Commission
633 3rd Street NW, Suite 200 | Washington, DC 20001
www.eac.gov

From: Julie Thompson
Sent: Friday, April 21, 2023 4:58 PM
To: Albence, Anthony J (Elect_COE) <Anthony.Albence@delaware.gov>; Abram, Brian <abramb@chqgov.com>; Kyle.Ardoin@sos.la.gov; Austin Boral <austin@civicroundtable.com>; Nicole Browne <nbrowne@co.monroe.in.us>; Andrew Buller <Andrew.buller@nebraska.gov>; Nancy Boren <NBoren@columbusga.gov>; Carol Beecher <carol.beecher@alaska.gov>; Brenda Cabrera <brenda.cabrera@fairfaxva.gov>; Caskey, Bryan [KSOS] <Bryan.Caskey@ks.gov>; Carri Crum <Carri.crum@claycountysd.org>; nikki.charlson@maryland.gov; Andy Dowd <Adowd@town.northborough.ma.us>; Timothy DeCarlo <tdecarlo@waterburyct.org>; Monica Evans <mevans@dcboe.org>; Caroline Fawkes <caroline.fawkes@vi.gov>; Shelly Jackson <shellyjackson@utah.gov>; Jeff Hancock <jeff.hancock@ky.gov>; Kori House <korhouse@pa.gov>; stuart.holmes@sos.wa.gov; Grandjean, Amanda <agrandjean@Ohiosos.gov>; Douglas A Kellner <dak@khgflaw.com>; Brian W Kruse (DC Election Commission) <brian.kruse@douglascounty-ne.gov>;

judgejones61@hotmail.com; Erica Johnsrud <ejohnsrud@co.mckenzie.nd.us>; mark.goins@tn.gov; stuart.holmes@sos.wa.gov; scotland.county@sos.mo.gov; Kroll, Kerri <kerri.kroll@sos.wa.gov>
Cc: Deborah Duvic <deborah.duvic@sos.la.gov>; Bert Benavides <bbenavides@eac.gov>
Subject: RE: EAC Travel Reimbursement Form - 2023 Standards Board- Phoenix, AZ

Good afternoon!

The reimbursement form sent earlier is for next week's Board of Advisors' meeting. Attached is the correct Standards Board meeting reimbursement form which has a per diem rate of \$69.00 and covers travel dates from April 16 through April 20; reimbursement applies only to your dates of travel. My apologies and thank you for your patience.

Please do include receipts and resubmit the correct form attached directly to me at JThompson@eac.gov.

Have a great weekend!

From: Julie Thompson
Sent: Friday, April 21, 2023 1:23 PM
To: Albence, Anthony J (Elect_COE) <Anthony.Albence@delaware.gov>; Abram, Brian <abramb@chqgov.com>; Kyle.Ardoin@sos.la.gov; Austin Boral <austin@civicroundtable.com>; Nicole Browne <nbrowne@co.monroe.in.us>; Andrew Buller <Andrew.buller@nebraska.gov>; Nancy Boren <NBoren@columbusga.gov>; Carol Beecher <carol.beecher@alaska.gov>; Brenda Cabrera <brenda.cabrera@fairfaxva.gov>; Caskey, Bryan [KSOS] <Bryan.Caskey@ks.gov>; Carri Crum <Carri.crum@claycountysd.org>; nikki.charlson@maryland.gov; Andy Dowd <Adowd@town.northborough.ma.us>; Timothy DeCarlo <tdecarlo@waterburyct.org>; Monica Evans <mevans@dcboe.org>; Caroline Fawkes <caroline.fawkes@vi.gov>; Shelly Jackson <shellyjackson@utah.gov>; Jeff Hancock <jeff.hancock@ky.gov>; Kori House <korhouse@pa.gov>; stuart.holmes@sos.wa.gov; Grandjean, Amanda <agrandjean@Ohiosos.gov>; Douglas A Kellner <dak@khgflaw.com>; Brian W Kruse (DC Election Commission) <brian.kruse@douglascounty-ne.gov>; judgejones61@hotmail.com; Erica Johnsrud <ejohnsrud@co.mckenzie.nd.us>; mark.goins@tn.gov; stuart.holmes@sos.wa.gov; scotland.county@sos.mo.gov; Kroll, Kerri <kerri.kroll@sos.wa.gov>
Cc: Deborah Duvic <deborah.duvic@sos.la.gov>; Bert Benavides <bbenavides@eac.gov>; Robin Sargent <rsargent@eac.gov>; Kimberly Smith <KSmith@eac.gov>
Subject: RE: EAC Travel Reimbursement Form - 2023 Standards Board- Phoenix, AZ

Hello again, all,

Please disregard my last email and use the form attached above which includes my name and email at the bottom.
Sorry for the inconvenience.

Thank you!

Julie Thompson

From: Julie Thompson

Sent: Friday, April 21, 2023 12:24 PM

To: Albence, Anthony J (Elect_COE) <Anthony.Albence@delaware.gov>; Abram, Brian <abramb@chggov.com>; Kyle.Ardoin@sos.la.gov; Austin Boral <austin@civicroundtable.com>; Nicole Browne <nbrowne@co.monroe.in.us>; Andrew Buller <Andrew.buller@nebraska.gov>; Nancy Boren <NBoren@columbusga.gov>; Carol Beecher <carol.beecher@alaska.gov>; Brenda Cabrera <brenda.cabrera@fairfaxva.gov>; Caskey, Bryan [KSOS] <Bryan.Caskey@ks.gov>; Carri Crum <Carri.crum@claycountysd.org>; nikki.charlson@maryland.gov; Andy Dowd <Adowd@town.northborough.ma.us>; Timothy DeCarlo <tdecarlo@waterburyct.org>; Monica Evans <mevans@dcboe.org>; Caroline Fawkes <caroline.fawkes@vi.gov>; Shelly Jackson <shellyjackson@utah.gov>; Jeff Hancock <jeff.hancock@ky.gov>; Kori House <korhouse@pa.gov>; stuart.holmes@sos.wa.gov; Grandjean, Amanda <agrandjean@Ohiosos.gov>; Douglas A Kellner <dak@khgflaw.com>; Brian W Kruse (DC Election Commission) <brian.kruse@douglascounty-ne.gov>; judgejones61@hotmail.com; Erica Johnsrud <ejohnsrud@co.mckenzie.nd.us>; mark.goins@tn.gov; stuart.holmes@sos.wa.gov; scotland.county@sos.mo.gov

Cc: Deborah Duvic <deborah.duvic@sos.la.gov>; Bert Benavides <bbenavides@eac.gov>; Robin Sargent <rsargent@eac.gov>; Kimberly Smith <KSmith@eac.gov>

Subject: EAC Travel Reimbursement Form - 2023 Standards Board- Phoenix, AZ

Hello all,

Thank you for participating in the EAC Standards Board Annual Meeting in Phoenix. We appreciate all the expressions of support and appreciation from our members!

Attached is a travel reimbursement form to assist in submitting your expenses. While we work on travel vouchers as quickly as possible, please note we require the final lodging invoice from the Hyatt Regency Phoenix. We expect their final invoice sometime next week.

Thank you and have a great weekend!

Julie Thompson

U.S. Election Assistance Commission

633 3rd Street NW, Suite 200 | Washington, DC 20001

www.eac.gov

From: Bert Benavides
Sent: Thursday, April 27, 2023 9:22 AM AKDT
To: Lori Larsen; Nicholas Lima; Paul Lux; RogerMillsCounty@elections.ok.gov; Maria.Matthews@DOS.myflorida.com; Rozan Mitchell; Norma Figueroa Morales; Carol Morris; Janine Petty; Patricia Piecuch; kplacencia@sos.ri.gov; D. Pliner; bredondo@cee.pr.gov; Derrin Robinson; gabe.rosenberg@ct.gov; Jenni Scutchfield; Dwight Shellman; jshew@douglascountyks.org; Rachel.Soulek@state.sd.us; tami.spero@humboldtcountynv.gov; Lori Stottler; Brian Sleeth; bthompson@co.hunterdon.nj.us; Thompson, Michaela R (GOV); Mandy.Vigil@state.nm.us; rloy@deltacounty.com; rwarner@deltacounty.gov; pattyweeks@co.nezperce.id.us; viadm@aol.com; erika.white58501@gmail.com; molly.woon@sos.oregon.gov; Lauren Zyriek; austin@civicroundtable.com; josh@civicroundtable.com; madeleine@civicroundtable.com; Mara Suttman-Lea
Subject: Receipts issue: EAC Travel Reimbursement - 2023 Stds Bd.,Phoenix AZ
Attachments: EAC Travel Reimbursement Request Form, 2023 Stds. Bd.docx

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Hi, all. To clarify re receipts: most members have sent receipts but some are asking if they need to do so. EAC is audited; we do require receipts (except for meals which are not accepted). If you have misplaced your receipt or did not receive a receipt, please let me know and I can handle individually.

I revised the travel form slightly to indicate completing the form, attaching receipts (except for meals) and sending to me.

Also, we are awaiting the final hotel invoice from the Hyatt Regency Phoenix. When received we can complete your vouchers. Thank you.

Ms. Bert Benavides
bbenavides@eac.gov

From: Bert Benavides
Sent: Friday, April 21, 2023 1:58 PM
To: Lori Larsen <larsen@stevenscountywa.gov>; Nicholas Lima <Nlima@cranstonri.gov>; Paul Lux <plux@myokaloosa.com>; RogerMillsCounty@elections.ok.gov; Maria.Matthews@DOS.myflorida.com; Rozan Mitchell <RozanMit@utahcounty.gov>; Norma Figueroa Morales <nfigueroa@cee.pr.gov>; Carol Morris <carol.morris@elections.ok.gov>; Janine Petty <jpetty@risc.maricopa.gov>; Patricia Piecuch <patricia.piecuch@sos.nh.gov>; kplacencia@sos.ri.gov; D. Pliner <dpliner@webstercountyia.org>; bredondo@cee.pr.gov; Derrin Robinson <derrin.robinson@co.harney.or.us>; gabe.rosenberg@ct.gov; Jenni Scutchfield <jscutchfield@ky.gov>; Dwight Shellman <Dwight.Shellman@ColoradoSOS.gov>; jshew@douglascountyks.org; Rachel.Soulek@state.sd.us; tami.spero@humboldtcountynv.gov; Lori Stottler <stottlerl@ci.janesville.wi.us>; Brian Sleeth <brian.sleeth@warrencountyohio.gov>; bthompson@co.hunterdon.nj.us; michaela thompson <michaela.thompson@alaska.gov>; Mandy.Vigil@state.nm.us; rloy@deltacounty.com; rwarner@deltacounty.gov; pattyweeks@co.nezperce.id.us; viadm@aol.com; erika.white58501@gmail.com; molly.woon@sos.oregon.gov; Lauren Zyriek <lauren.zyriek@sos.nj.gov>; austin@civicroundtable.com; josh@civicroundtable.com; madeleine@civicroundtable.com; Mara Suttman-Lea <csuttman@conncoll.edu>
Cc: Robin Sargent <rsargent@eac.gov>; Kimberly Smith <KSmith@eac.gov>; Julie Thompson

<JThompson@eac.gov>

Subject: Corrected travel form: EAC Travel Reimbursement - 2023 Stds Bd.,Phoenix AZ

Hi, all. The reimbursement form sent earlier is for next week's Board of Advisors' meeting. Attached is the correct Standards Board meeting reimbursement form which has a per diem rate of \$69.00 and covers travel dates from April 16 through April 20; reimbursement applies only to your dates of travel. My apologies and thank you for your patience.

Ms. Bert Benavides

bbenavides@eac.gov

From: Bert Benavides <bbenavides@eac.gov>

Sent: Friday, April 21, 2023 12:05 PM

To: Lori Larsen <llarsen@stevenscountywa.gov>; Nicholas Lima <Nlima@cranstonri.gov>; Paul Lux <plux@mykaloosa.com>; RogerMillsCounty@elections.ok.gov; Maria.Matthews@DOS.myflorida.com; Rozan Mitchell <RozanMit@utahcounty.gov>; Norma Figueroa Morales <nfigueroa@cee.pr.gov>; Carol Morris <carol.morris@elections.ok.gov>; Janine Petty <jpetty@risc.maricopa.gov>; Patricia Piecuch <patricia.piecuch@sos.nh.gov>; kplacencia@sos.ri.gov; D. Pliner <dpliner@webstercountyia.org>; bredondo@cee.pr.gov; Derrin Robinson <derrin.robinson@co.harney.or.us>; gabe.rosenberg@ct.gov; Jenni Scutchfield <jscutchfield@ky.gov>; Dwight Shellman <Dwight.Shellman@ColoradoSOS.gov>; jshew@douglascountyks.org; Rachel.Soulek@state.sd.us; tami.spero@humboldtcountynv.gov; Lori Stottler <stottlerl@ci.janesville.wi.us>; Brian Sleeth <brian.sleeth@warrencountyohio.gov>; bthompson@co.hunterdon.nj.us; michaela thompson <michaela.thompson@alaska.gov>; Mandy.Vigil@state.nm.us; rloy@deltacounty.com; rwarner@deltacounty.gov; pattyweeks@co.nezperce.id.us; viadm@aol.com; erika.white58501@gmail.com; molly.woon@sos.oregon.gov; Lauren Zyriek <lauren.zyriek@sos.nj.gov>; austin@civicroundtable.com; josh@civicroundtable.com; madeleine@civicroundtable.com; Mara Suttman-Lea <csuttmann@conncoll.edu>

Cc: Robin Sargent <rsargent@eac.gov>; Kimberly Smith <KSmith@eac.gov>; Julie Thompson <JThompson@eac.gov>

Subject: EAC Travel Reimbursement Form - 2023 Stds Bd.,Phoenix AZ

Good morning. Thank you for participating in the EAC Standards Board Annual Meeting. We appreciate all the expressions of support and appreciation from our members!

Attached is a travel reimbursement form to assist in submitting your expenses. While we work on travel vouchers as quickly as possible, please note we require the final lodging invoice from the Hyatt Regency Phoenix. We expect their final invoice sometime next week.

Thank you again.

Ms. Bert Benavides

bbenavides@eac.gov



EAC Travel Reimbursement Request Form

2023 Standards Board, April 16–20, Phoenix AZ

Name:

Arrival Date:

Departure Date:

Transportation expense(s)

Mileage (POV) residence to airport: x \$ 0.655: \$

Mileage (POV) airport to residence: x \$ 0.655: \$

Mileage (POV) res. to conference: x \$ 0.655: \$

Mileage (POV) conf. to residence: x \$ 0.655: \$

Airport parking: \$

General/Hotel parking: \$

FARE for Taxi, Lyft, Uber (tips not to exceed 20%)

Transportation fare to airport from residence (if not driving): \$

Transportation fare from airport to hotel: \$

Transportation fare from hotel to airport: \$

Transportation fare from airport to residence (if not driving): \$

1st checked baggage fee to and/or from: *Excess baggage fees not covered* \$

Additional Fares during trip:

Per Diem - Meals/Incidentals

Meals provided at conference will be deducted; No meal receipts accepted.

Travel Day Per Diem (75% of per diem): \$51.75 Non-Travel Day Per Diem: \$69.00

MI&E Breakdown: Breakfast: \$16 Lunch: \$17 Dinner: \$31 Incidentals: \$5

Per Diem for: 4/16/2023 \$

Per Diem for: 4/17/2023 \$

Per Diem for: 4/18/2023 \$

Per Diem for: 4/19/2023 \$

Per Diem for: 4/20/2023 \$

Please return your completed form and receipts to Ms. Bert Benavides,

bbenavides@eac.gov. Should you have any questions, please let me know. Thank you.

Subject: MTG: Alaskans for Better Elections
Start: Thursday, May 4, 2023 12:00 PM AKDT
End: Thursday, May 4, 2023 12:30 PM AKDT
Location: In Person (Lt. Governor's Anchorage Office) and/or Virtual (ZOOM); <https://www.zoomgov.com/j/1610772216?pwd=TjArL0Q2eXZYQ3d2Rml3YkVRcDRnQT09>
Show Time As: Tentative
Organizer: Howell, Kelly A (GOV)
Attendees: Howell, Kelly A (GOV), Lieutenant Governor Nancy Dahlstrom (GOV sponsored), Beecher, Carol L (GOV), juli@alaskansforbetterelections.com

TOPIC: Introduction by Alaskans for Better Elections and discussion on elections topics including Alaska's membership in ERIC (Election Registration Information System).

PARTICIPANTS: Lt. Governor **Nancy Dahlstrom**; **Carol Beecher**, Director, Division of Elections; **Kelly Howell**, Special Assistant, Office of the Lt. Governor; **Bruce Botelho**, Board Member, Alaskans for Better Elections; **Juli Lucky**, Executive Director, Alaskans for Better Elections.

LOCATION:

Anchorage – Lt. Governor Dahlstrom's Office, Atwood Bldg., 550 W. 7th Ave., Suite 1700

ZOOM: <https://www.zoomgov.com/j/1610772216?pwd=TjArL0Q2eXZYQ3d2Rml3YkVRcDRnQT09>

Meeting ID: 161 077 2216

Passcode: 260522

From: Niven, Steven C (GOV)
Sent: Thursday, April 27, 2023 2:56 PM AKDT
To: Whitt, Sarah; Beecher, Carol L (GOV)
CC: Thompson, Michaela R (GOV); Haas, Ericka
Subject: RE: ERIC reports and certifications ready

Thank you, Sarah.

I already downloaded and notified Michaela.

Steven

From: Whitt, Sarah <sarah.whitt@ericstates.org>
Sent: Thursday, April 27, 2023 2:55 PM
To: Beecher, Carol L (GOV) <carol.beecher@alaska.gov>; Niven, Steven C (GOV) <steven.niven@alaska.gov>
Cc: Thompson, Michaela R (GOV) <michaela.thompson@alaska.gov>; Haas, Ericka <ericka.haas@ericstates.org>
Subject: ERIC reports and certifications ready

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Carol and Steven. We just finished up your ERIC Cross State, Duplicates and Deceased reports. You also had a couple of Deceased Retractions, which are records we reported to you as being deceased, but Social Security is now indicating they are not dead. So you'll see that report as well. They are ready for you on the ERIC FTP site in your Downloads folder.

I am also providing the following link that you can use when you are ready to certify that you have taken action on the Cross State report, per the ERIC Membership Agreement. You do not need to certify anything for Deceased and Duplicates reports, just the Cross State.

Certification:

The ERIC membership agreement requires that you initiate contact with at least 95% of the voters on Cross State and In State Update reports, to account for any records that you remove for being out of date or not applicable, within 90 days of requesting the report(s). You have until 10 days after the 90 days to certify you have met this requirement. Please use the link(s) below to provide this certification. Make sure to specify the month you received the report(s) so we know which report is being certified.

- Cross State Survey: <https://www.surveymonkey.com/r/TDLL96D>

Thanks!!

Sarah Whitt
Systems and Data Specialist

Electronic Registration Information Center (ERIC)
202-993-3618
sarah.whitt@ericstates.org

From: acohen@nased.org
Sent: Friday, April 28, 2023 4:52 AM AKDT
To: Beecher, Carol L (GOV); cconnor@azsos.gov; gvelasco@sos.idaho.gov; 'Sellers, Karen R (SBE)'; Lauren.Zyriek@sos.nj.gov; 'WOON Molly * SOS'; 'Soulek, Rachel'; 'Zebrowski.Stavisky, Kristen (ELECTIONS)'; hknapp@elections.sc.gov; 'Ryan Cowley'; 'Elrod, Jeff'; jesmathis@pa.gov; 'Beals, Susan (ELECT)'; 'Christina Adkins'; 'Reeves, Peggy'; 'White, Erika M.'
Subject: RE: New NASED Member Programming: Intro to USPS/USPIS/OIG
Attachments: NASED Workshop Intro to USPS USPIS OIG.msg
Importance: High

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Good morning, all,

A reminder that later today, we're hosting an Intro to USPS, US Postal Inspection Service (USPIS), and the USPS Office of the Inspector General (OIG). I know it's a dry topic for a Friday (especially a Friday afternoon for the East Coast), but the goal is to give you an overview of these agencies, what they do, and especially in the case of USPIS and OIG, when you will hear from them or when you should reach out to them as the law enforcement arms of the USPS.

I'll do my part to keep it lively, and there will be plenty of opportunity for questions.

Looking forward to seeing you!

Amy

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From: acohen@nased.org <acohen@nased.org>
Sent: Tuesday, March 28, 2023 1:13 PM
To: 'Beecher, Carol L (GOV)' <carol.beecher@alaska.gov>; cconnor@azsos.gov; gvelasco@sos.idaho.gov; 'Sellers, Karen R (SBE)' <Karen.Sellers@ky.gov>; Lauren.Zyriek@sos.nj.gov; 'WOON Molly * SOS' <Molly.WOON@sos.oregon.gov>; 'Soulek, Rachel' <Rachel.Soulek@state.sd.us>; 'Zebrowski.Stavisky, Kristen (ELECTIONS)' <Kristen.Zebrowski.Stavisky@elections.ny.gov>; hknapp@elections.sc.gov; 'Ryan Cowley' <ryancowley@utah.gov>; 'Elrod, Jeff' <jeff.elrod@sos.alabama.gov>; jesmathis@pa.gov; 'Beals, Susan (ELECT)' <Susan.Beals@elections.virginia.gov>; 'Christina Adkins' <CAdkins@sos.texas.gov>
Subject: New NASED Member Programming: Intro to USPS/USPIS/OIG

Hi everyone,

Our next new NASED member session will be an Intro to the US Postal Service (USPS), the US Postal Inspection Service (USPIS), and the USPS Office of the Inspector General (OIG) on **Friday, April 28 from 2-3:30pm ET**. USPIS and USPS OIG are the law enforcement branches for USPS. USPIS investigates crimes involving mail by non-USPS employees and USPS OIG investigates crimes involving mail committed by USPS employees, including mail carriers. The goal of this session will be for you to hear

about the USPS resources available to you and your office, and to better understand the role of USPIS and USPS OIG as it pertains to elections, as well as when you might hear from them.

We will be joined by Dan Bentley, Manager of Election & Government Mail Programs at USPS; Brendan Donahue, Assistant Inspector in Charge of the Criminal Investigations Group at USPIS; Yolanda Capers-Smith also of USPIS; and, Bob Parker, Program Manager for Narcotics and Mail Theft at the USPS OIG.

I know 90 minutes on a Friday is a lot to ask, but given that we have three agencies represented, I wanted to make sure there was enough time for questions. Worst case scenario: we end a little early. 😊

This session is just for the members new to our roster, not for staff or others, though we may do some similar programming for new staff.

A calendar appointment is attached, but I'm happy to send directly if you have any trouble with it. I hope you're able to join us on the 28th!

Amy

Amy Cohen
Executive Director
National Association of State Election Directors
Direct: 202-434-8972
Follow us on Twitter [@NASEDorg!](#)

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Subject: NASED Workshop: Intro to USPS/USPIS/OIG
Show Time As: Free
Organizer: Amy Cohen - NASED
Attendees: acohen@nased.org
Attachments: Webex_meeting.ics

Amy Cohen - NASED is inviting you to a scheduled Webex meeting.

Friday, April 28, 2023
2:00 PM | (UTC-04:00) Eastern Time (US & Canada) | 1 hr 30 mins

Join meeting <<https://nased1.webex.com/nased1/j.php?MTID=m13a3b3e5471a75fa14c2224c3f63db04>>

More ways to join:

Join from the meeting link

<https://nased1.webex.com/nased1/j.php?MTID=m13a3b3e5471a75fa14c2224c3f63db04>

Join by meeting number

Meeting number (access code): 2552 536 1259

Meeting password: 3wxHyZHp@98 (39949947 from phones and video systems)

Tap to join from a mobile device (attendees only)

<tel:1-844-621-3956,,*01*25525361259%2339949947%23*01*> 1-844-621-3956,,25525361259#39949947#

United States Toll Free

<tel:%2B1-646-992-2010,,*01*25525361259%2339949947%23*01*> +1-646-992-

2010,,25525361259#39949947# United States Toll (New York City)

Some mobile devices may ask attendees to enter a numeric password.

Join by phone

1-844-621-3956 United States Toll Free

+1-646-992-2010 United States Toll (New York City)

Global call-in numbers

<<https://nased1.webex.com/nased1/globalcallin.php?MTID=m74acafb061bc2a66dbd9051032f21ba5>> | Toll-free calling restrictions <<https://cisco.com/go/tollfree-restrictions>>

Join from a video system or application

Dial 25525361259@nased1.webex.com <sip:25525361259@nased1.webex.com>

You can also dial 173.243.2.68 and enter your meeting number.

Need help? Go to <https://help.webex.com>

Subject: NASED Workshop: Intro to USPS/USPIS/OIG
Location: <https://nased1.webex.com/nased1/j.php?MTID=m13a3b3e5471a75fa14c2224c3f63db04>
Start: Friday, April 28, 2023 10:00 AM AKDT
End: Friday, April 28, 2023 11:30 AM AKDT
Duration: 01:30:00
UID: b89ab58b-8a5f-46b4-b055-14d0837ea29f
Organizer: Amy Cohen - NASED
Attendees: acohen@nased.org

JOIN WEBEX MEETING

<https://nased1.webex.com/nased1/j.php?MTID=m13a3b3e5471a75fa14c2224c3f63db04>

Meeting number (access code): 2552 536 1259

Meeting password: 3wxHyZHp@98 (39949947 from phones and video systems)

TAP TO JOIN FROM A MOBILE DEVICE (ATTENDEES ONLY)

1-844-621-3956,,25525361259#39949947# tel:1-844-621-3956,,*01*25525361259%2339949947%23*01* United States Toll Free

+1-646-992-2010,,25525361259#39949947# tel:%2B1-646-992-2010,,*01*25525361259%2339949947%23*01* United States Toll (New York City)

Some mobile devices may ask attendees to enter a numeric password.

JOIN BY PHONE

1-844-621-3956 United States Toll Free

+1-646-992-2010 United States Toll (New York City)

Global call-in numbers

<https://nased1.webex.com/nased1/globalcallin.php?MTID=m74acafb061bc2a66dbd9051032f21ba5>

Toll-free calling restrictions

<https://cisco.com/go/tollfree-restrictions>

JOIN FROM A VIDEO SYSTEM OR APPLICATION

Dial sip:25525361259@nased1.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Can't join the meeting?

<https://collaborationhelp.cisco.com/article/WBX000029055>

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session to be recorded, which may be discoverable in a legal matter. By joining this session, you automatically consent to such recordings. If you do not consent to being recorded, discuss your concerns with the host or do not join the session.

From: Thompson, Carol A (GOV)
Sent: Friday, April 28, 2023 1:51 PM AKDT
To: data@voterreferencefoundation.com
Subject: RE: Statewide voter list and canceled voters
Attachments: SW_Inactive_Public_Voter_List 11.8.22 - 3.29.2023.csv, H36I.pdf, SW_Public_Voter_List_Deleted-01.03.2023.csv, H36D.docx

Dear Voter Reference Foundation,

On March 29, 2023, the Division of Elections (DOE) received your request for records under the National Voter Registration Act. You sought: (1) a statewide voter list, with voter history; (2) “[v]oter registration data for all voters removed or canceled from any voter list . . . between November 8, 2022 and [March 29, 2023]; and (3) “voting history/credit data for each voter that voted in the November 8, 2022 general election” On April 4, 2023, DOE provided the statewide voter list in response to your first and third requests.

In response to your second request, DOE now provides the list of voters removed from the active list during this period and the list of voters deleted from the statewide voter list in 2023. These lists do not include information that is confidential under state law. AS 15.07.195.

In addition, please find attached two column layout tools describing the column information on the lists.

Sincerely,

Carol A. Thompson
Division Operations Manager
State of Alaska, Division of Elections

North Fork Professional Building
1700 E. Bogard Road, Suite B 102
Wasilla, AK 99654-6565

📞 907-373-8952

✉️ carol.thompson@alaska.gov

🌐 www.elections.alaska.gov

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IMPORTANT, PLEASE READ: Voter lists may not be used for the purpose of intimidation. State and federal law prohibit threats and intimidation directed at voters. See AS 15.56.030(a)(1); Department of Justice (July 28, 2021) <https://www.justice.gov/opa/press-release/file/1417796/download> (citing 52 USC 10101(b), 10307(b), and 20511(1)(A)).

From: Data at Voter Reference Foundation <data@voterreferencefoundation.com>
Sent: Wednesday, April 19, 2023 12:05 PM
To: Elections, Division of (GOV sponsored) <elections@alaska.gov>
Cc: Data at Voter Reference Foundation <data@voterreferencefoundation.com>
Subject: RE: Statewide voter list and canceled voters

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Good afternoon,

Thank you for providing a link to the statewide voter file on 4/4/2023, which fulfills request number 1 below.

Can you please provide an update on request 2 below (canceled/removed voters)?

Thank you,

Kristina Kidd
FOIA Coordinator
Voter Reference Foundation
844-302-2109 (Office)
data@voterreferencefoundation.com



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From: Data at Voter Reference Foundation <data@voterreferencefoundation.com>
Sent: Wednesday, March 29, 2023 2:03 PM
To: elections@alaska.gov
Cc: Data at Voter Reference Foundation <data@voterreferencefoundation.com>
Subject: Statewide voter list and canceled voters

Greetings,

Our organization would like to request the following:

1. A copy of the statewide voter registration and vote history files.
2. Voter registration data for all voters removed or canceled from any voter list (e.g. active list, inactive list, suspended list, purged list, deleted list, etc.) between November 8, 2022 and present date, along with voting history/credit data for each voter that voted in the November 8, 2022, general election, including the method of voting (election day polling place, absentee, early, etc.), and the voting jurisdiction the vote occurred in.

This request is being made under the National Voter Registration Act of 1993, 52 U.S.C. § 20501, et. seq., and specifically 52 U.S.C. § 20507(i).

Please let us know if you have any questions.

Thank you,

Voter Reference Foundation
844-302-2109 (Office)
data@voterreferencefoundation.com



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