

JOINT EXHIBIT 1

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement, effective this 26 day of September 2007, is entered into by and between the United States of America (“United States”) and the County of Kane, Illinois (“Kane County”) and the Kane County Clerk, John Cunningham (“County Clerk”), in his official capacity (collectively referred to as “the County”).

The United States of America filed this action pursuant to Sections 203 and 208 of the Voting Rights Act of 1965, as amended, 42 U.S.C. §§ 1973aa-1a and 1973aa-6, and 28 U.S.C. § 2201. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1345, 42 U.S.C. § 1973j(d) & (f), and 42 U.S.C. § 1973aa-2.

The Complaint’s first cause of action under Section 203 of the Voting Rights Act, 42 U.S.C. § 1973aa-1a, must be heard and determined by a court of three judges pursuant to 42 U.S.C. § 1973aa-2 and 28 U.S.C. § 2284. The second cause of action, under Section 208 of the Voting Rights Act, may be heard and determined by one judge.

The United States alleges that the County has been subject to the requirements of Section 203 of the Voting Rights Act (“Section 203”), 42 U.S.C. § 1973aa-1a, with respect to Spanish language since 2002. See 42 U.S.C. § 1973aa-1a(b)(2); see also 67 Fed. Reg. 48,871 (July 26, 2002). In the most recent determination of coverage in 2002, the Director of the Census determined that more than 10,000 of Kane County’s voting age citizens are members of a single language minority group (Spanish heritage or Hispanic) and are limited-English proficient, and the illiteracy rate of these persons as a group is higher than the national illiteracy rate. Id. The determination of the Census Bureau that Kane County is covered by Section 203 for Spanish is final and non-reviewable. See 42 U.S.C. § 1973aa-1a(b)(4). As a result, Kane County has been under notice of its obligations under Section 203 since 2002.

As of the 2000 Census, the number of Kane County's Hispanic citizens of voting age that were limited-English proficient was 10,055. Kane County had a total population of 404,120 persons, of whom 95,965 (23.75%) were Hispanic. Kane County also had a citizen voting age population of 224,270 of whom 26,260 (11.7%) were Hispanic.

The United States states in its complaint that, despite its good faith efforts to hire bilingual election judges and translate election-related information into Spanish, the County has not complied with the requirements of Section 203 for Spanish-speaking citizens residing in Kane County by failing to provide an adequate number of bilingual election judges trained to assist Spanish-speaking voters on election day, and by failing to provide in an effective manner certain election-related information to Spanish-speaking voters.

The County is also subject to the requirements of Section 208 of the Voting Rights Act, as amended, 42 U.S.C. § 1973aa-6 ("Section 208"). Section 208 provides that "[a]ny voter who requires assistance by reason of blindness, disability, or inability to read or write may be given assistance by a person of the voter's choice, other than the voter's employer or agent of that employer or officer or agent of the voter's union." 42 U.S.C. § 1973aa-6. The United States states in its complaint that the County has not met the requirements of Section 208 because, through its employees and agents, it prevented certain limited English proficient Spanish-speaking voters from securing assistance at the polls necessary for their effective participation in the voting process, in violation of Section 208. To avoid protracted and costly litigation, the parties have agreed that this lawsuit should be resolved through the terms of this Agreement (the "Agreement"). Accordingly, the United States and the County hereby consent to the entry of this Agreement, as indicated by the signatures of counsel and/or the parties at the end of this

Agreement. Each party shall bear its own costs and fees.

The County does not admit liability to these claims in the complaint; however the County is committed to complying fully with all requirements in this Agreement in future elections.

The County stipulates that each provision in this Agreement is appropriate and necessary.

Accordingly, it is hereby STIPULATED, AND AGREED that:

1. The County, its agents, employees, contractors, successors, and all other persons representing the interests of the County agree:

- a. To provide in Spanish any “registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots” that they provide in English, as required by Section 203 of the Voting Rights Act, 42 U.S.C. § 1973aa-1a; and
- b. To allow “[a]ny voter who requires assistance to vote by reason of blindness, disability, or inability to read or write . . . [to] be given assistance by a person of the voter’s choice, other than the voter’s employer or agent of that employer or officer or agent of the voter’s union,” 42 U.S.C. § 1973aa-6; and
- c. To ensure that all polling place personnel are provided and receive adequate training regarding Kane County’s responsibility to comply with Section 203 and Section 208 of the Voting Rights Act.

2. The terms of this Agreement apply to all federal, state, and local elections administered by the County. The parties agree that the term “the County” binds only the party

who has authority or responsibility under Illinois law with respect to each specific obligation set forth in this Agreement. Whenever the County enters into an election services contract with any other entity, political subdivision, or political party to conduct an election on behalf of that entity, the County shall require such entity to agree to abide by the terms of this Agreement as if such entity were a party to this Agreement with the United States, and consistent with the responsibility of each entity to comply fully with Sections 203 and 208 of the Voting Rights Act.

Assistors of Choice

3. The County shall train all poll officials to ensure that Spanish-speaking voters are permitted assistance from persons of their choice, other than the voters' employer or agents of those employers or officers or agents of the voters' union, and that such assistance shall include assistance in the voting booth, including reading or interpreting the ballot and instructing voters on how to select the voters' preferred candidate. If a poll official interferes with the right of any voter to receive such assistance the County will, upon learning of such interference, promptly remove that poll official and bar such official from further service.

4. The County shall alert voters that Spanish-speaking election judges, poll officials, or interpreters are available to provide assistance, and shall make such election judges, poll officials, or interpreters available when voters choose these workers as their assistors of choice.

Translation and Dissemination of Election-Related Materials

5. All the information that is disseminated by the County in English about “registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots,” 42 U.S.C. § 1973b(f)(4), shall also be provided in the Spanish language. The County shall continue to provide in the Spanish language

election information, materials, and announcements that it provides in English, and through the term of this Agreement, shall provide in the Spanish language all election information, materials, and announcements it provides in English, and shall make such information, materials, and announcements available on an equal basis.

6. The County shall continue to provide in the Spanish language election information, materials, and announcements that it provides in English, and through the term of this Agreement, shall provide in the Spanish language all election information, materials, and announcements it provides in English, and shall ensure such information, materials, and announcements are made equally available and provided to the same extent as they are provided in English. Spanish language information shall be distributed in newspapers, on the radio, in the Internet, and in other media that exclusively or regularly publish or broadcast information in Spanish to the local population. Dissemination of the Spanish language announcements shall be in the form, frequency, and media best calculated to achieve notice and understanding equal to that provided to the English-speaking population and to provide substantially the same information, but need not be identical in all respects to English language announcements.

Spanish Language Assistance

7. Where Spanish language assistance at locations where election-related transactions are conducted is currently available, the County will ensure that such assistance continues to be made available, and will ensure that such assistance is made available at locations where election-related transactions are conducted and such assistance is not currently available. Trained bilingual (Spanish and English fluent) election personnel or interpreters shall be available to answer voting-related questions by telephone without cost during normal business

hours and while the polls are open on election days. The County may coordinate the provision of such services with other governmental or non-governmental entities that conduct elections.

8. The County shall recruit, hire, and assign election judges, poll officials, or interpreters able to understand, speak, write, and read Spanish well enough to provide effective assistance in all phases of the voting process to Spanish-speaking voters at the polls on election days.

9. The County shall survey its employees to identify personnel who speak Spanish fluently and, to the extent such employees can be made available to provide assistance, allow and encourage such employees to serve at the polls on election day. The County shall request that cities, school districts, and other entities that are involved in conducting elections in Kane County perform similar surveys of their employees. The County shall also request each school district or other educational entity within the County to devise and implement a program that allows and encourages bilingual students selected (as permitted by State law and as part of an educational program devised by such district) to serve as an election judge on election day for all County elections, including election days that fall on school days, with such students receiving the pay and benefits provided by law for such election judges. The County shall advise counsel for the United States of any entity that does not participate fully in the event that there is difficulty obtaining sufficient bilingual personnel.

10. The County shall invite eligible voters, if qualified under Illinois law, who are members of the Advisory Group, discussed below, to serve as election judges and to encourage other bilingual voters to do so.

11. In addition to the requirements of State law,

- a. any election precinct in which there are 100-249 registered voters with Spanish surnames shall be staffed by at least one bilingual election judge, poll official, or interpreter;
- b. any election precinct in which there are 250-499 registered voters with Spanish surnames shall be staffed by at least two bilingual election judges, poll officials, or interpreters;
- c. any election precinct in which there are 500 or more registered voters with Spanish surnames shall be staffed by at least three bilingual election judges, poll officials, or interpreters; and
- d. The County shall employ bilingual personnel, trained in Spanish language election terminology as determined by the United States Election Assistance Commission (“EAC”), who shall be on call and available to travel to a precinct insufficiently staffed by bilingual election judges to provide any necessary assistance to any Spanish-speaking voter.

The United States shall be available to discuss the status of the above recruiting of Spanish-speaking election judges, poll officials, and interpreters on an ongoing basis prior to each election so that the United States is fully apprised and placed on notice of the County’s recruiting efforts prior to an election. The parties may by written agreement adjust these requirements in light of reliable information that the actual need for language assistance in a particular polling place is lesser or greater than these standards or that the anticipated voter turnout is substantially lower than average voter turnout.

12. Signs in both English and Spanish shall be posted prominently at all polling

places stating that Spanish language assistance is available. At sites without bilingual staff, signs in both English and Spanish shall be posted that explain how voters can obtain Spanish language assistance.

Election Official Training

13. Prior to each election, in addition to any required State or County training, the County shall train all election judges, poll officials, interpreters and other election personnel present at the polls regarding the following:

- a. The provisions of Section 203 of the Voting Rights Act, including the legal obligation and means to make Spanish language assistance and materials available to voters, and the requirement that election judges, poll officials, and interpreters be respectful and courteous to all voters regardless of race, ethnicity, color, or language abilities and to avoid inappropriate comments; and
- b. The provisions of Section 208, including the legal obligation to allow anyone to assist the voter at the polls, other than the voter's employer or agent of that employer or officer or agent of the voter's union.

In addition to the general training for election judges, poll officials, and interpreters, the County shall train all bilingual election judges, poll officials, and interpreters on Spanish language election terminology, voting instructions, and other election-related issues. The County shall continue to maintain a record of which election judges, poll officials, and interpreters attend training sessions, including the time, location, and training personnel involved.

Response to Complaints About Poll Officials

14. The County, upon receipt of complaints by voters, whether oral or written, shall investigate expeditiously any allegations of poll official, election judge, or interpreter hostility toward Spanish-speaking and/or Hispanic voters in any election. Where there is credible evidence that poll officials, election judges or interpreters have engaged in inappropriate treatment of Spanish-speaking or Hispanic voters, the County shall remove those election judges, poll officials or interpreters. The results of the investigation(s) conducted by the County shall be reported to the United States within 45 days.

Spanish Language Election Program Coordinator

15. The County shall designate an individual to coordinate the County's Spanish language election program ("the Coordinator") for all elections administered in whole or part by the County Clerk or by any persons acting as agents for the County Clerk. The County shall provide the Coordinator with support sufficient to meet the goals of the program. The Coordinator shall be able to understand, speak, write, and read fluently (i.e., at a level of proficiency that allows language translation and communication of all oral and written election information) both Spanish and English. The Coordinator's responsibilities shall include coordination of the translation of ballots and other election information; development and oversight of Spanish publicity programs, including selection of appropriate Spanish language media for notices and announcements; training, recruitment, and assessment of Spanish language proficiency of bilingual election judges and interpreters; and managing other aspects of the program.

Advisory Group

16. The County shall establish an Advisory Group to assist and inform the Spanish language election program. The Advisory Group shall be open to any interested person or organization. The County shall maintain a roster of the Advisory Group members together with the telephone and facsimile numbers or e-mail addresses of each member. Prior to the first election conducted by the County under this Agreement, the Advisory Group shall meet regularly, at least once a month, for four months before such election and at least once during the two months after the election. Thereafter, the Advisory Group shall meet as it determines is necessary so long as it meets at least three times during the six months before the November 2008 general election, at least once during the two months after the November 2008 general election, and at least twice during the five months before the November 2010 general election. The parties may by writing adjust the Advisory Group's meeting schedule after consultation with the Advisory Group. The Coordinator shall provide notice of all planned meetings, including the date, time, location, agenda, at least 14 days in advance of such meeting, although members of the Advisory Group may agree to waive or shorten this time period as necessary.

17. Within five business days after each meeting, the Coordinator shall provide a written summary of the discussion and any decisions reached at the meeting to all Advisory Group members and to the County Clerk. If the County Clerk decides not to implement an Advisory Group's suggestion or a consensus cannot be reached respecting such suggestion, the County Clerk shall provide to the Advisory Group through the Coordinator, and maintain on file, a written statement of the reasons for rejecting such suggestion, and subsequently the County

shall provide a copy of each such summary and report to each member of the Advisory Group and to any additional interested member of the public who requests such information.

18. The County shall transmit to all members of the Advisory Group, and to any additional interested member of the public who requests such information, in English and Spanish, copies of all election information, announcements, and notices that are provided or made available to the electorate and general public, and request that they share such information with others.

Federal Observers

19. To assist in monitoring compliance with and ensure effectiveness of this Agreement, and to protect the Fourteenth and Fifteenth Amendment rights of the citizens of Kane County, the appointment of federal observers is authorized for elections administered by the County pursuant to Section 3(a) of the Voting Rights Act, 42 U.S.C. § 1973a(a), for the duration of this Agreement.

20. The County shall recognize the authority of federal observers to observe all aspects of voting conducted in the polls on election day, including the authority to view County personnel providing assistance to voters during voting, except where the voter objects.

Evaluation of Plan

21. The parties recognize that regular and ongoing reassessment may be necessary to provide the most effective and efficient Spanish language Program and to ensure compliance with the Voting Rights Act. The County shall evaluate the Spanish language election program after each election to determine which aspects of the program are functioning well; whether any

aspects need improvement; and how to affect needed improvements. The County also shall evaluate its program to ensure that each polling place is in compliance with the Voting Rights Act. The program may be adjusted at any time upon joint written agreement of the parties.

Retention of Documents and Reporting Requirements

22. Throughout the duration of this Agreement, the County shall make and maintain written records of all actions taken pursuant to this Agreement and shall produce copies of such records to the United States upon reasonable notice, upon its request. Such records shall include all documents, lists, and printed materials related to any provision of this Agreement.

23. Throughout the duration of this Agreement, at least 30 days before each election administered by the County, the County shall provide to counsel for the United States:

(a) the name, address, and precinct designation of each polling place;

(b) the name and title of each election judge appointed and assigned to serve at each precinct;

(c) a designation of whether each election judge is fluent in English and Spanish;

(d) an electronic copy of the final, official voter registration list to be used in each such election; and

(e) copies of any signs or other written information provided at polling places.

Within 30 days after each such election, the County shall provide to counsel for the United States any updated report regarding changes in these items as well as information about all complaints the County received at the election regarding language or assistance issues, by express mail or electronically to the following address:

Voting Section

United States Department of Justice

Civil Rights Division

1800 G Street, N.W., Room NWB-7254

Washington, D.C. 20006

Facsimile: (202) 307-3961

puja.lakhani@usdoj.gov

christian.ortego@usdoj.gov

Other Provisions

24. This Agreement is final and binding between the parties and their successors in office regarding the claims raised in this action. It shall remain in effect through December 31, 2010.

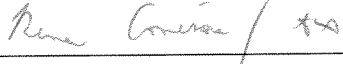
25. The Court shall retain jurisdiction of this case to enter further relief or such other orders as may be necessary for the effectuation of the terms of this Agreement and to ensure compliance with Sections 203 and 208 of the Voting Rights Act.

Agreed to this 26 day of September, 2007.

AGREED AND CONSENTED TO:

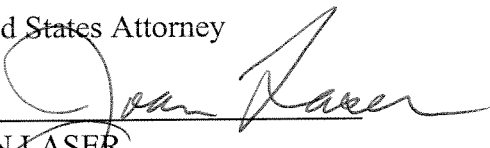
For Plaintiff:

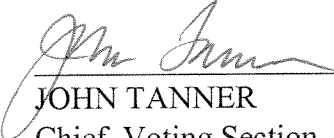
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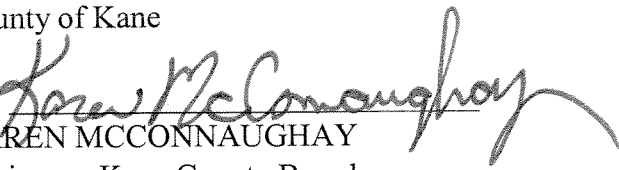



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For Defendants:

County of Kane

By: 
KAREN MCCONNAUGHAY
Chairman, Kane County Board



JOHN A. CUNNINGHAM
Kane County Clerk