

Exhibit #1

Memorandum of Agreement

This Memorandum of Agreement ("Agreement") is entered into between the United States of America ("United States") and Maricopa County, Arizona, ("the County") with an effective date of June 29, 2006.

Recitals

1. Maricopa County has been required to provide all election materials and information in Spanish since 1975. Most recently, on July 26, 2002, the Director of the Census determined that Maricopa County, Arizona is covered under the requirements of Section 203 of the Voting Rights Act, 42 U.S.C. 1973aa-1a, for the Spanish language.

2. Section 203 requires Maricopa County, Arizona, and all of the political subdivisions within Maricopa County, to provide all election notices, forms, instructions, assistance and other registration and voting materials and information, including ballots, in the Spanish language as well as in English.

3. Since January, 2004, the County and the United States have worked together cooperatively to review and enhance the County's progress in implementing its Spanish-language program.

4. The County also welcomed the Civil Rights Division, which has unique experience with minority language programs in other jurisdictions, to observe the County's Spanish-language program as it operated at the polls at the November 2, 2004 general election, and cooperated fully in that observation. The Civil Rights Division was able, as a result of the County's cooperation, to identify a number of issues in the operations of the County's program.

5. The United States and the County have entered into this agreement in an effort to ensure that Spanish bilingual poll workers are recruited and hired in numbers sufficient to adequately staff precincts with large numbers of Hispanic voters; to provide poll workers adequate Spanish language assistance training; and that there is a systematic process for assessing the proficiency of the Spanish language skills of those poll workers it hired to serve as a bilingual poll worker.

6. The County does not admit to any violation of federal law. Maricopa County actively seeks to implement a model Spanish-language program for compliance with Section 203.

7. The parties, through counsel, have conferred extensively and agreed that it is in the best interest of all parties that this matter be resolved without the expense of protracted, costly and potentially divisive litigation and agreed that this Agreement is an appropriate resolution.

Terms

Application

8. The terms of this Agreement apply to all federal, state, and local elections administered by the County, including County-run elections for city, school district, and other political subdivisions of the County. 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 other 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 such entity to comply fully with Section 203.

Translation of Election-Related Materials

9. All 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," will continue to be provided in the Spanish language as required by 42 U.S.C. 1973aa-1a(c). The County shall ensure that both English and Spanish language election information, materials, and announcements provided by the County are made equally available.

10. The County will continue to employ trained and/or certified translators who are familiar with Spanish-language election terminology to produce all written translations, clearly and accurately. The County will continue to maintain a glossary of Spanish election terminology in consultation with bilingual members of the local Hispanic community, who will review the accuracy and accessibility of the translations.

11. The County will continue to utilize a checklist identifying each Spanish-language and bilingual document that the County makes available to the public at each polling place. The checklist includes with respect to each item an attestation that the poll workers at the polling place posted or made available to voters these Spanish-language or bilingual materials, or a detailed written explanation of why individual items had not been posted or were not available. The inspectors for each polling place must complete and sign this document before the inspector receives payment for work in the election, subject to applicable state and federal law. The County shall maintain a record of any failure by an inspector to complete and sign the checklist.

Dissemination of Spanish-Language Information

12. The County will continue to ensure that Spanish-language election information, materials, and announcements are provided to the same extent as they are provided in English. Spanish-language information shall be distributed in newspapers, radio, and/or other media that

exclusively or regularly publish or broadcast information in Spanish. These announcements need not be identical in all respect to English-language announcements, but 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.

13. The official ballot and early ballot of any election, including general elections, will continue to be translated bilingually into both English and Spanish. Any new voting system adopted by the County shall offer a bilingual ballot or offer Spanish-speaking voters the readily apparent option of a Spanish ballot, and any audio version of the ballot on such machines shall be available in English and Spanish.

Spanish-Language Assistance

14. Spanish-language assistance will continue to be available at all locations where election-related transactions are conducted. Trained bilingual (Spanish/English) election personnel will continue to be available to answer voting-related questions by telephone without cost and during normal business hours and while the polls are open on election days.

15. The County shall recruit, hire, and assign election officials able to understand, and speak, and read Spanish fluently to provide assistance to Spanish-speaking voters at the polls on election days. 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. As part of its obligation to ensure that entities on whose behalf the County conducts elections are fully compliant with Section 203 in their elections, the County shall request that each entity for which it conducts elections perform similar surveys of its employees; the County shall request that each school district or other educational entity with which the County contracts implements a program that allows and encourages selected bilingual students (as allowed by state law and as part of an educational program devised by such district) to serve as poll officials on election day for all County elections, including election days that fall on school days, with such students receiving academic credit appropriate to their service as well as all pay and benefits of poll officials; and the County shall request from such entities and maintain copies of all election-related materials and information created or disseminated by such entities for each election. The County shall advise counsel for the United States of any entity that does not participate fully. The County shall also invite eligible members of the Advisory Group, discussed below, to serve as poll officials and to encourage other bilingual voters to do so.

16. Any polling place in which there are 100-249 registered voters with Spanish surnames shall be staffed by at least one bilingual election official. Any polling place in which there are 250-499 registered voters with Spanish surnames shall be staffed by at least two bilingual election officials. Any polling place in which there are 500 or more registered voters with Spanish surnames shall be staffed by at least three bilingual election officials. The County shall employ bilingual personnel, trained in Spanish-language election terminology, who shall be on

call and available to travel to a polling place not staffed by a bilingual poll worker to provide any necessary assistance to any Spanish-speaking voter. In order to determine the requirements of this paragraph, no earlier than 90 days before each county-wide primary and general election, the County shall conduct a surname analysis of its most recent voter file.

17. The parties will by written agreement adjust the requirements set forth in paragraph 16 in light of reliable information that the actual need for language assistance in a particular polling place is lesser or greater than these standards. The parties anticipate that the polling places identified pursuant the formula set forth in paragraph 16 may require adjustments where, in light of local demographic circumstances, the coverage called for by that formula is not warranted in particular situations. This may result in adding in certain polling places that would not have been covered by paragraph 16, as well as deleting some polling places that would be covered, as well as some adjustments in the number of bilingual election officials assigned to polling places. The County will identify any potential alterations to polling places or bilingual election official coverage that it believes needs to be implemented. Any such proposed alterations, along with appropriate background data, will be provided to the United States and the County's Community Network and Advisory Board for their review at least 60 days prior to each election. If the Community Network and the Advisory Board approve the suggested alterations, they will be implemented unless the United States objects within 15 days of Community Network and Advisory Board approval. The parties will continue this collaborative process for additional elections. Any dispute between the parties over the suggested alterations will be resolved through a conciliation process to be mutually agreed upon at that time.

18. Signs in both English and Spanish shall continue be posted prominently at polling places stating that Spanish-language assistance is available. At sites without bilingual staff, signs in both English and Spanish shall continue to be posted that explain how voters can obtain Spanish-language assistance.

Election official training

19. Prior to each election, in addition to any required state or County training, the County shall train all poll officials and other election personnel present at the polls regarding the following: The requirements of Section 203 of the Voting Rights Act, including the legal obligation to make Spanish-language assistance and materials available to voters; and the requirement that poll officials be respectful and courteous to all voters regardless of race, ethnicity, color, or language abilities and to avoid inappropriate comments. In addition to the general training for poll officials, the County shall train all bilingual poll officials on Spanish-language election terminology, voting instructions, and other election-related issues. The County shall maintain a record of which poll officials attend training sessions, including the time, location, and training personnel involved.

Response to Complaints About Poll Workers

20. The County, upon receipt of complaints by voters, whether oral or written, shall investigate expeditiously any allegations of poll worker hostility toward Spanish-speaking and/or Hispanic voters in any election. The United States, upon receipt of complaints that pertain to poll worker hostility and/or Hispanic voters, shall notify the county promptly. The results of the investigation(s) conducted by the County shall be reported to the United States. Where there is credible evidence that poll workers have engaged in inappropriate treatment of Spanish-speaking and/or Hispanic voters, the County shall remove the poll workers.

Program Coordinator

21. The County shall employ an individual to coordinate the County's bilingual election Program ("the Coordinator") for all elections within the County. The County shall provide that individual with transportation and other support sufficient to meet the goals of the Program. The Coordinator shall be able to understand, speak, write, and read fluently both Spanish and English. The Coordinator shall work under the supervision of the County Recorder or her designee. The responsibilities of the coordinator, or other appropriate officials designated by the Director, shall include coordination of translation of ballots and other election information; updating the Spanish election glossary to ensure uniform use of election terminology in Spanish; development and oversight of Spanish publicity programs, including selection of appropriate Spanish-language media for notices and announcements; recruitment and assessment of Spanish-language proficiency of bilingual poll officials and interpreters; and managing other aspects of the Program.

Advisory Group

22. The county shall establish an Advisory Group to assist and inform the bilingual elections program. The Coordinator shall invite participation from all interested individuals and organizations that work with or serve the Spanish-speaking community in Maricopa County, to determine how most effectively to provide election materials, information, and assistance to Spanish-speaking voters, and to fill any gaps in public awareness about the County's bilingual election program. The Advisory Group shall meet at least once a month in 2006, and as the group determines in 2007. Notice of all planned meetings will continue to be provided to each member, including the time, location, and agenda for the meeting, at least five days in advance, although members of the Advisory Group may agree to waive or shorten this time period as necessary. Within five days following each meeting, a written summary will be provided to all members and to the County Recorder and Director of Elections of the discussion and any decisions reached at the meeting. If the County Recorder decides not to implement an Advisory Group suggestion or a consensus cannot be reached respecting such suggestion, she shall provide to the group and maintain on file, a written statement of the reasons for rejecting such suggestion.

23. The County shall transmit to all interested members of the Advisory Group copies, in English and Spanish, of all election information, announcements, and notices that are provided to the electorate and general public and request that they share with members of their organizations.

Evaluation of plan

24. The parties recognize that regular and ongoing reassessment may be necessary to provide the most effective and efficient Spanish-language Program. The County shall evaluate the bilingual Program after each election to determine which aspects of the bilingual Program are functioning well; whether any aspects need improvement; and how to affect needed improvements. The Program may be adjusted at any time upon joint written agreement of the parties.

Retention of Documents and Reporting Requirements

25. During the duration of this Agreement, the County shall make and maintain written records of all actions taken pursuant to this Agreement and shall provide copies to the United States upon request. The United States shall provide the county with the name and contact information of the specific employee responsible for receiving all documents and reports referred to in this Agreement, and also within 30 days of any change in personnel.

26. During the duration of this Agreement, at least 10 days before each County-administered election held in 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 poll official appointed and assigned to serve at each polling place; (c) a designation of whether each poll official is bilingual in English and Spanish; and (d) an electronic copy of the voter registration list to be used in such elections. Within 30 days after each election, the County shall provide to counsel for the United States any updated report regarding changes in items (a)-(c) above that occurred at the election, and provide information about all complaints the County received at the election regarding language or assistance issues.

Other Provisions

27. The County shall permit United States Department of Justice personnel to monitor voting procedures inside polling places at any County-administered election and to observe the training of election officials prior to the election.

28. Each standard, practice or procedure that must be created by the terms of this Agreement is subject to compliance with Section 5 of the Voting Rights Act, 42 U.S.C. 1973c. Such standards, practices or procedures may be modified to meet the changing needs of the Spanish community in Maricopa County subject to the requirements of Section 5.

29. This Agreement shall continue in formal operation through August 5, 2007; however, Maricopa County firmly expresses its intention to continue the beneficial practices and procedures of the Agreement beyond that time.

30. The United States may institute a civil action in the appropriate U.S. District Court at any time to enforce this Agreement, if it believes that the County has failed to substantially comply with the terms of this Agreement. If the United States takes the view that the County has failed to substantially comply with the terms of this Agreement, it will raise its concern(s) with the County, and the parties will attempt to resolve the concern(s) in good faith. The County will be given 30 days to cure any alleged breach of this Agreement, after the alleged breach has been brought to its attention, prior to the institution of any enforcement action.

31. Failure of the United States to enforce this Agreement or any provision thereof shall not be construed as a waiver of its right to do so with regard to other provisions of this Agreement.

Agreed to this 27th day of June, 2006.

AGREED TO:

For
UNITED STATES OF AMERICA:

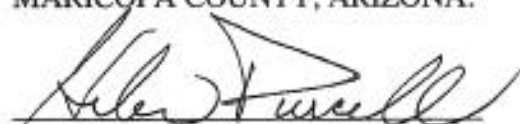
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