

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

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Meeting Date: May 15, 2018	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
	<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

Department: Department of Public Safety
Submitted By: Department of Public Safety
Submitted For: Division of Consumer Affairs

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) approve the following documents required by the Florida Department of Highway Safety and Motor Vehicles (FDHSMV) for completion of driver history record checks for the Vehicle for Hire and Tow Truck Ordinances:

1. MOU for Governmental Entity Access to Driver and Vehicle Information Database System (DAVID) for a period of six (6) years from date of execution;
2. MOU for Driver's License and/or Motor Vehicle Record Data Exchange for a period of three (3) years from the date of execution;
3. Certification Statement;
4. Data Access Application; and
5. Data Access Technical Specifications Questionnaire.

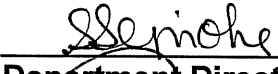
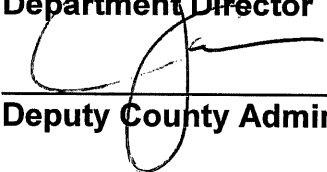
B) authorize the County Administrator or designee to sign future FDHSMV MOUs along with all attachments and required applications, certifications, amendments, renewals or updated memoranda for access as well as other forms necessary to maintain an active status with the FDHSMV for driver history record checks to verify applicant compliance with the Vehicle for Hire and Tow Truck Ordinances administered by the Division of Consumer Affairs (DCA).

Summary: The DCA uses the FDHSMV motor vehicle records in order to perform background checks on Vehicle for Hire and Tow Truck driver applicants. The current MOU with FDHSMV (R2015-0737) expires on 6/26/2018. The FDHSMV is requiring the DCA to reapply for access and execute two updated MOUs. The record data exchange provides an automated file from FDHSMV to the County on a regular basis. The file contains information on each driver applicant including a license status of valid or expired, suspensions, revocations, and a description of sanctions and traffic violations. There is a \$10 fee paid to FDHSMV for each driver license transcript requested and a \$2 fee for a driver record search if no record is found, which the applicant pays as a fee during the processing period. To maintain an active status of the Driver's License and Motor Vehicle Record Data Exchange, the two form memoranda are required to be executed along with the exhibits and certifications attached hereto. Periodically, the County must submit and comply with various audit and control requirements including: an Internal Control Attestation submitted every third and sixth year, a Quarterly Quality Control Review, and an Annual Control Attestation. Countywide (LDC)

Background and Justification continued on Page 3

Attachments:

- 1) MOU for Governmental Entity Access to DAVID
 - 2) MOU for Driver's License and/or Motor Vehicle Record Data Exchange
 - 3) Certification Statement
 - 4) Data Access Application
 - 5) Data Access Technical Specifications Questionnaire
- =====

Recommended by:	<u></u>	<u>4/24/18</u>
	Department Director	Date
Approved By:	<u></u>	<u>5/2/18</u>
	Deputy County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	*				

ADDITIONAL FTE

POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
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Is Item Included In Current Budget? Yes X No

Does this item include the use of federal funds? Yes No x

Budget Account Exp No: Fund 1429 Department 660 Unit 6241 Object 4901

Budget Account Exp No: Fund 1430 Department 660 Unit 6252 Object 4901

Rev No: Fund 1429 Department 660 Unit 6241 RevSc 2900

Rev No: Fund 1430 Department 660 Unit 6252 RevSc 2900

B. Recommended Sources of Funds/Summary of Fiscal Impact:

*The fiscal impact is indeterminable at this time, however, fees paid for driver history checks are supported by revenue derived from fees collected.

Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

 4/25/18
OFMB 4/24 4/20

 5/1/18
Contract Administration

B. Legal Sufficiency:

 5/2/18
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

Continued from page 1

Background and Justification: On June 2, 2015, the BCC approved a MOU for Driver License and /or Motor Vehicle Record Data Exchange with FDHSMV (R2015-0737) to receive driver records electronically. These records allow DCA to ensure that tow and VFH applicants meet PBC driver requirements. While applicants may acquire driver history records from other sources, this optional service allows tow truck and VFH applicants the ability to obtain this required transcript for their application at DCA. More than 3,100 driver history records were requested from FDHSMV by DCA for VFH and tow truck driver applicants. VFH and tow truck driver applicants pay the costs associated with the driver record requests as outlined in the fee resolution.



**MEMORANDUM OF UNDERSTANDING
FOR GOVERNMENTAL ENTITY ACCESS TO
DRIVER AND VEHICLE INFORMATION DATABASE SYSTEM (DAVID)
Contract Number HSMV-_____**

This Memorandum of Understanding (MOU) is made and entered into by and between Palm Beach County Board of County Commissioners Consumer Affairs Division, hereinafter referred to as the Requesting Party, and the Florida Department of Highway Safety and Motor Vehicles, hereinafter referred to as the Providing Agency, collectively referred to as the Parties.

I. Purpose

The Providing Agency is a government entity whose primary duties include issuance of motor vehicle and driver licenses, registration and titling of motor vehicles, and enforcement of all laws governing traffic, travel, and public safety upon Florida's public highways.

In carrying out its statutorily mandated duties and responsibilities, the Providing Agency collects and maintains personal information that identifies individuals. This information is stored in the Department's Driver and Vehicle Information Database system, commonly referred to as "DAVID." Based upon the nature of this information, the Providing Agency is subject to the disclosure prohibitions contained in 18 U.S.C. §2721, the Driver's Privacy Protection Act (hereinafter "DPPA"), Section 119.0712(2), Florida Statutes, and other statutory provisions.

The Requesting Party is a government entity operating under the laws and authority of the state of Florida and/or operating under Federal laws. As a government entity, the Requesting Party may receive personal information from DAVID under the government agency exception provided in DPPA as indicated in Attachment I. The Requesting Party utilizes DAVID information for the purposes of carrying out its statutorily mandated duties and functions.

This MOU is entered into for the purpose of establishing the conditions and limitations under which the Providing Agency agrees to provide electronic access to DAVID information to the Requesting Party. Use of the data by Requesting Party shall only be for a lawful purpose.

II. Definitions

For the purposes of this Agreement, the below-listed terms shall have the following meanings:

- A. DAVID – The Providing Agency's Driver and Vehicle Information Database system that accesses and transmits driver and vehicle information.
- B. Driver License Information – Driver license and identification card data collected and maintained by the Providing Agency. This information includes personal information as defined below.
- C. Emergency Contact Information (ECI) – Information contained in a motor vehicle record listing individuals to be contacted in the event of an emergency. Emergency contact information may be released to law enforcement agencies through the DAVID system for purposes of contacting those listed in the event of an emergency, as noted in Section 119.0712 (2)(c), Florida Statutes.
- D. Driver Privacy Protection Act (DPPA) – The Federal Act (see, 18 United States Code § 2721, et seq.) that prohibits release and use of personal information except as otherwise specifically permitted within the Act.

- E. Government Entity – Any non-law enforcement agency of the state, city or county government and all Federal agencies, which may include Federal law enforcement agencies.
- F. Insurance Record – Insurance information, such as Insurance Company name, policy type, policy status, insurance creation and expiration date provided to the Requesting Party, pursuant to Section 324.242(2), Florida Statutes.
- G. Parties - The Providing Agency and the Requesting Party.
- H. Personal Information – As described in Chapter 119, Florida Statutes, and information found in the motor vehicle record which includes, but is not limited to, the subject's driver identification number, name, address, telephone number, social security number, medical or disability information, and emergency contact information.
- I. Point-of-Contact (POC) - A person(s) appointed by the Requesting Party as the administrator of the DAVID program in their agency.
- J. Providing Agency - The Florida Department of Highway Safety and Motor Vehicles. The Providing Agency is responsible for granting access to DAVID information to the Requesting Party.
- K. Quarterly Quality Control Review Report – Report completed each quarter by the POC to monitor compliance with this agreement. The following must be included in the Quarterly Quality Control Review Report:
 - 1. A comparison of the DAVID users by agency report with the agency user list;
 - 2. A listing of any new or inactivated users since the last quarterly quality control review; and
 - 3. Documentation verifying that usage has been internally monitored to ensure proper, authorized use and dissemination.
- L. Requesting Party - Any Government entity that is expressly authorized by Florida Statutes and DPPA to receive personal information contained in a motor vehicle record maintained by the Providing Agency.
- M. Vehicle Information – Title and registration data collected and maintained by the Providing Agency for vehicles.

III. Legal Authority

The Providing Agency maintains computer databases containing information pertaining to driver's licenses and vehicles pursuant to Chapters 317, 319, 320, 322, 328, and Section 324.242(2) Florida Statutes. The driver license and motor vehicle data contained in the Providing Agency's databases is defined as public record pursuant to Chapter 119, Florida Statutes, and as such, is subject to public disclosure unless otherwise exempted by law.

As the custodian of the state's driver and vehicle records, the Providing Agency is required to provide access to records permitted to be disclosed by law, and may do so by remote electronic means, pursuant to Sections 119.0712(2), 320.05, 321.23, 322.20, and 324.242(2), Florida Statutes, and applicable rules.

Under this MOU, the Requesting Party will be provided, via remote electronic means, information pertaining to driver licenses and vehicles, including personal information authorized to be released pursuant to Section 119.0712(2), Florida Statutes and DPPA. By executing this MOU, the Requesting Party

agrees to maintain the confidential and exempt status of any and all information provided by the Providing Agency pursuant to this agreement and to ensure that any person or entity accessing or utilizing said information shall do so in compliance with Section 119.0712(2), Florida Statutes and DPPA. In addition, the Requesting Party agrees that insurance policy information shall be utilized pursuant to Section 324.242(2), Florida Statutes.

This MOU is governed by the laws of the state of Florida and jurisdiction of any dispute arising from this MOU shall be in Leon County, Florida.

IV. Statement of Work:

A. The Providing Agency agrees to:

1. Allow the Requesting Party to electronically access DAVID as authorized under this agreement.
2. Provide electronic access pursuant to established roles and times, which shall be uninterrupted except for periods of scheduled maintenance or due to a disruption beyond the Providing Agency's control, or in the event of breach of this MOU by the Requesting Party. Scheduled maintenance will normally occur Sunday mornings between the hours of 6:00 A.M. and 10:00 A.M.
3. Provide an agency contact person for assistance with the implementation and administration of this MOU.

B. The Requesting Party agrees to:

1. Utilize information obtained pursuant to this MOU, including Emergency Contact Information (ECI), only as authorized by law and for the purposes prescribed by law and as further described in this MOU. In the case of ECI, such information shall only be used for the purposes of notifying a person's registered emergency contact in the event of a serious injury, death, or other incapacitation. ECI shall not be released or utilized for any other purpose, including developing leads or for criminal investigative purposes.
2. Retain information obtained from the Providing Agency only if necessary for law enforcement purposes. If retained, information shall be safeguarded in compliance with Section V. Safeguarding Information, subsection C.
3. Ensure that its employees and agents comply with Section V. Safeguarding Information.
4. Refrain from assigning, sub-contracting, or otherwise transferring its rights, duties, or obligations under this MOU, without the prior written consent of the Providing Agency.
5. Not share, provide, or release any DAVID information to any law enforcement, other governmental agency, person, or entity not a party or otherwise subject to the terms and conditions of this MOU.
6. Protect and maintain the confidentiality and security of the data received from the Providing Agency in accordance with this MOU and applicable state and federal law.
7. Defend, hold harmless and indemnify the Providing Agency and its employees or agents from any and all claims, actions, damages, or losses which may be brought or alleged against its employees or agents for the Requesting Party's negligent, improper, or unauthorized access, use, or dissemination of information provided by the Providing Agency, to the extent allowed by law.
8. Immediately inactivate user access/permissions following termination or the determination of

negligent, improper, or unauthorized use or dissemination of information. Update user access/permissions upon reassignment of users within five (5) business work days.

9. Complete and maintain Quarterly Quality Control Review Reports as defined in Section II. Definitions, K, and utilizing the form attached as Attachment II.
10. Update any changes to the name of the Requesting Party, its Agency head, its POC, address, telephone number and/or e-mail address in the DAVID system within ten calendar days of occurrence. The Requesting Party is hereby put on notice that failure to timely update this information may adversely affect the time frames for receipt of information from the Providing Agency.
11. Immediately comply with any restriction, limitation, or condition enacted by the Florida Legislature following the date of signature of this MOU, affecting any of the provisions herein stated. The Requesting Party understands and agrees that it is obligated to comply with the applicable provisions of law regarding the subject matter of this Agreement at all times that it is receiving, accessing, or utilizing DAVID information.
12. Timely submit the Attestation and Certification statements as required in Section VI. Compliance and Control Measures, subsections B and C.
13. For Federal Agencies Only: The Requesting Party agrees to promptly consider and adjudicate any and all claims that may arise out of this MOU resulting from the actions of the Requesting Party, duly authorized representatives, or contractors of the Requesting Party, and to pay for any damage or injury as may be required by Federal law. Such adjudication will be pursued under the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., the Federal Employees Compensation Act, 5 U.S.C. § 8101, et seq., or such other Federal legal authority as may be pertinent.

V. Safeguarding Information

The Parties shall access, disseminate, use and maintain all information received under this Agreement in a manner that ensures its confidentiality and proper utilization in accordance with Chapter 119, Florida Statutes, and DPPA. Information obtained under this Agreement shall only be disclosed to persons to whom disclosure is authorized under Florida law and federal law.

Any person who willfully and knowingly violates any of the provisions of this section is guilty of a misdemeanor of the first degree punishable as provided in Sections 119.10 and 775.083, Florida Statutes. In addition, any person who willfully and knowingly discloses any information in violation of DPPA may be subject to criminal sanctions and civil liability.

The Parties mutually agree to the following:

- A. Information exchanged will not be used for any purposes not specifically authorized by this MOU. Unauthorized use includes, but is not limited to, queries not related to a legitimate business purpose, personal use, or the dissemination, sharing, copying, or passing of this information to unauthorized persons.
- B. The Requesting Party shall not indemnify and shall not be liable to the Providing Agency for any driver license or motor vehicle information lost, damaged, or destroyed as a result of the electronic exchange of data pursuant to this MOU, except as otherwise provided in Section 768.28, Florida Statutes.
- C. Any and all DAVID-related information provided to the Requesting Party as a result of this MOU,

particularly data from the DAVID system, will be stored in a place physically secure from access by unauthorized persons.

- D. The Requesting Party shall comply with Rule 74-2, Florida Administrative Code, and with Providing Agency's security policies, and employ adequate security measures to protect Providing Agency's information, applications, data, resources, and services. The applicable Providing Agency's security policies shall be made available to Requesting Party.
- E. When printed information from DAVID is no longer needed, it shall be destroyed by cross-cut shredding or incineration.
- F. The Requesting Party shall maintain a list of all persons authorized within the agency to access DAVID information, which must be provided to the providing agency upon request.
- G. Access to DAVID-related information, particularly data from the DAVID System, will be protected in such a way that unauthorized persons cannot view, retrieve, or print the information.
- H. Under this MOU agreement, access to DAVID shall be provided to users who are direct employees of the Requesting Party and shall not be provided to any non-employee or contractors of the Requesting Party.
- I. By signing this MOU, the Parties, through their signatories, affirm and agree to maintain the confidentiality of the information exchanged through this Agreement.

VI. Compliance and Control Measures

- A. **Quarterly Quality Control Review Report** – Must be completed, utilizing Attachment II, Quarterly Quality Control Review Report, within 10 days after the end of each quarter and maintained for two years.
- B. **Internal Control Attestation** – This MOU is contingent upon the Requesting Party having appropriate internal controls in place at all times that data is being provided/received pursuant to this MOU to ensure that the data is protected from unauthorized access, distribution, use, modification, or disclosure. The Requesting Party must submit an Attestation Statement from their Agency's Internal Auditor, Inspector General, Risk Management IT Security Professional, or a currently licensed Certified Public Accountant, on or before the third and sixth anniversary of the agreement or within 180 days from receipt of an Attestation review request from the Providing Agency. The Attestation Statement shall indicate that the internal controls over personal data have been evaluated and are adequate to protect the personal data from unauthorized access, distribution, use, modification, or disclosure. The Attestation Statement shall also certify that any and all deficiencies/issues found during the review have been corrected and measures enacted to prevent recurrence. The Providing Agency may extend the time for submission of the Attestation Statement upon written request by the Requesting Party for good cause shown by the Requesting Party.

The Attestation Statement must have an original signature of the Agency Head or person designated by Letter of Delegation to execute contracts/agreements on their behalf, and may be sent via U.S. Mail, facsimile transmission, or e-mailed to the Providing Agency's Bureau of Records at the following address:

Department of Highway Safety and Motor Vehicles Bureau of Records
2900 Apalachee Parkway, MS 89
Tallahassee, Florida 32399-0500
Fax: (850) 617-5168

E-mail: DataListingUnit@flhsmv.gov

- C. **Annual Certification Statement** - The Requesting Party shall submit to the Providing Agency an annual statement indicating that the Requesting Party has evaluated and certifies that it has adequate controls in place to protect the personal data from unauthorized access, distribution, use, modification, or disclosure, and is in full compliance with the requirements of this MOU. The Requesting Party shall submit this statement annually, within 45 days after the anniversary date of this MOU. (NOTE: During any year in which an Attestation Statement is provided, submission of the Internal Control Attestation will satisfy the requirement to submit an Annual Certification Statement.) Failure to timely submit a certification statement may result in an immediate review request and, based upon the findings of the review, suspension or termination of Requesting Party's access to DAVID information as indicated in subsection B., above.

In addition, prior to expiration of this MOU, if the Requesting Party intends to enter into a new MOU, a certification statement attesting that appropriate controls remained in place during the final year of the MOU and are currently in place shall be required to be submitted to the Providing Agency prior to issuance of a new MOU.

- D. **Misuse of Personal Information** – The Requesting Party must notify the Providing Agency in writing of any incident where determination is made that personal information has been compromised as a result of unauthorized access, distribution, use, modification, or disclosure, by any means, within 30 days of such determination. The statement must be provided on the Requesting Agency's letterhead and include each of the following: a brief summary of the incident; the outcome of the review; the date of the occurrence(s); the number of records compromised; the name or names of personnel responsible; whether disciplinary action or termination was rendered; and whether or not the owners of the compromised records were notified. The statement shall also indicate the steps taken, or to be taken, by the Requesting Agency to ensure that misuse of DAVID data does not continue. This statement shall be mailed to the Bureau Chief of Records at the address indicated in VI.B., above. (NOTE: If an incident involving breach of personal information did occur and Requesting Party did not notify the owner(s) of the compromised records, the Requesting Party must indicate why notice was not provided, for example "Notice not statutorily required".)

In addition, the Requesting Party shall comply with the applicable provisions of Section 501.171, Florida Statutes, regarding data security and security breaches, and shall strictly comply with the provisions regarding notice provided therein.

VII. Agreement Term

This MOU shall take effect upon the date of last signature by the Parties and shall remain in effect for six (6) years from this date unless sooner terminated or cancelled in accordance with Section IX, Termination. Once executed, this MOU supersedes all previous agreements between the parties regarding the same subject matter.

VIII. Amendments

This MOU incorporates all negotiations, interpretations, and understandings between the Parties regarding the same subject matter, and serves as the full and final expression of their agreement. This MOU may be amended by written agreement executed by and between both Parties. Any change, alteration, deletion, or addition to the terms set forth in this MOU, including to any of its attachments, must be by written agreement executed by the Parties in the same manner as this MOU was initially executed. If there are any conflicts in the amendments to this MOU, the last-executed amendment shall prevail. All

provisions not in conflict with the amendment(s) shall remain in effect and are to be performed as specified in this MOU.

IX. Termination

- A. This MOU may be unilaterally terminated for cause by either party upon finding that the terms and conditions contained herein have been breached by the other party. Written notice of termination shall be provided to the breaching party; however, prior-written notice is not required and notice may be provided upon cessation of work under the agreement by the non-breaching party.
- B. In addition, this MOU is subject to unilateral termination by the Providing Agency without notice to the Requesting Party for failure of the Requesting Party to comply with any of the requirements of this MOU, or with any applicable state or federal laws, rules, or regulations, including Section 119.0712(2), Florida Statutes.
- C. This MOU may also be cancelled by either party, without penalty, upon 30 days' advanced written notice to the other party. All obligations of either party under the MOU will remain in full force and effect during the thirty (30) day notice period.

X. Notices

Any notices required to be provided under this MOU may be sent via U.S. Mail, facsimile transmission, or e-mail to the following individuals:

For the Providing Agency:

Chief, Bureau of Records
2900 Apalachee Parkway
Tallahassee, Florida 32399
Fax: (850) 617-5168
E-mail: DataListingUnit@flhsmv.gov

For the Requesting Party:

Agency Point-of-Contact listed on the signature page.

XI. Additional Database Access/Subsequent MOU's

The Parties understand and acknowledge that this MOU entitles the Requesting Party to specific information included within the scope of this agreement. Should the Requesting Party wish to obtain access to other personal information not provided hereunder, the Requesting Party will be required to execute a subsequent MOU with the Providing Agency specific to the additional information requested. All MOU's granting access to personal information will contain the same clauses as are contained herein regarding audits, report submission, and the submission of Certification and Attestation statements.

The Providing Agency is mindful of the costs that would be incurred if the Requesting Party was required to undergo multiple audits and to submit separate certifications, attestations, and reports for each executed MOU. Accordingly, should the Requesting Party execute any subsequent MOU with the Providing Agency for access to personal information while the instant MOU remains in effect, the Requesting Party may submit a written request, subject to Providing Agency approval, to submit one of each of the following covering all executed MOU's: Quarterly Quality Control Review Report; Certification; and Attestation; and/or to have conducted one comprehensive audit addressing internal controls for all executed MOU's. The Providing Agency shall have the sole discretion to approve or deny such request in whole or in part or to subsequently rescind an

approved request based upon the Requesting Party's compliance with this MOU and/or any negative audit findings.

XII. Application of Public Records Law

The Requesting Party agrees to comply with the following requirements of Florida's public records laws:

1. Keep and maintain public records required by the Department to perform the service.
2. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the Department all public records in possession of the Requesting Party or keep and maintain public records required by the public agency to perform the service. If the Requesting Party transfers all public records to the Department upon completion of the contract, the Requesting Party shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Requesting Party keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 617-3101, OGCFiling@flhsmv.gov, PUBLIC RECORDS COORDINATOR, OFFICE OF GENERAL COUNSEL, 2900 APALACHEE PARKWAY, ROOM A432, MS 02, TALLAHASSEE, FL 32399

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IN WITNESS HEREOF, the Parties hereto, have executed this Agreement by their duly authorized officials on the date(s) indicated below.

REQUESTING PARTY:

Palm Beach County Board of County Commissioners Consumer Affairs Division

Agency Name
301 N. Olive
Address
1201
Suite
WPB FL 33401
City State Zip Code

BY:

Signature of Authorized Official
Melissa McKinlay
Printed/Typed Name
Mayor
Title
Date
MMcKinlay@pbcgov.org
Official Agency Email Address Phone
(561) 355-2206
Number

Agency Point-of-Contact:
Rob Shelt
Printed/Typed Name
Rshelt@pbcgov.org
Official Agency Email Address
(561)712-6605, (561)712-6610
Phone Number Fax Number

PROVIDING AGENCY:

Florida Department of Highway Safety and Motor
Vehicles
2900 Apalachee Parkway
Tallahassee, Florida 32399 Street

BY:

Signature of Authorized Official
Lisa M. Bassett
Printed/Typed Name
Chief, Bureau of Purchasing and Contracts
Title
Date

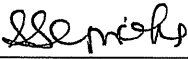
ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Stephanie Sejnoha, Director
Public Safety Department

ATTACHMENT I

**FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES Request For
Access to Driver And Vehicle Information Database System (DAVID)**

The Driver's Privacy Protection Act, 18 United States Code sections 2721("DPPA") makes personal information contained in motor vehicle or driver license records confidential and exempt from disclosure. Personal information in a motor vehicle or driver license record includes, but is not limited to, an individual's social security number, driver license or identification number, name, address and, medical or disability information. Personal information does not include information related to driving violations and driver status. Personal information from these records may only be released to individuals or organizations that qualify under one of the exemptions provided in DPPA, which are listed on the back of this form.

I am a representative of an organization requesting personal information for one or more records as described below. I declare that my organization is qualified to obtain personal information under exemption number(s)
1, as listed on page 2 of this form.

I understand that I shall not use or redisclose this personal information except as provided in DPPA and that any use or redisclosure in violation of these statutes may subject me to criminal sanctions and civil liability.

Complete the following for each DPPA exemption being claimed. (attached additional page, if necessary):

DPPA Exemption Claimed:	Description of How Requesting Party Qualifies for Exemption:	Description of how Data will be used:
1	Government agency in carrying out its functions.	To evaluate applicants who wish to Register a vehicle for hire/tow truck, to operate and/or receive an I.D. Badge and/or vehicle decal for the purpose of driving a vehicle for hire/tow truck in Palm Beach County, Florida. The data will provide part of the information needed for each person's assessment based on our Palm Beach county Code of Ordinances, Article VIII - Tow Trucks Section 19-199 (a)(3) and Article IX - Vehicle for Hire section 19-227 (a)(3). The assessment and licensing is required to protect the health and safety of the citizens of Palm Beach County.

Obtaining personal information under false pretenses is a state and federal crime. Under penalties of perjury, I declare that I have read the foregoing Request For Exempt Personal Information in A Motor Vehicle/Driver License Record and that the facts stated in it are true and correct.

Signature of Authorized Official

Melissa Mckinlay

Printed Name

Date

Page 1 of 2
(02/2017)

Mayor

Title

Palm Beach County Board of County Commissioners

Name of Agency/Entity

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: Stephanie Sejnoha
Stephanie Sejnoha, Director
Public Safety Department

Pursuant to section 119.0712(2), F. S., personal information in motor vehicle and driver license records can be released for the following purposes, as outlined in 18 United States Code, section 2721.

Personal information referred to in subsection (a) shall be disclosed for use in connection with matters of motor vehicle or driver safety and theft, motor vehicle emissions, motor vehicle product alterations, recalls, or advisories, performance monitoring of motor vehicles and dealers by motor vehicle manufacturers, and removal of non-owner records from the original owner records of motor vehicle manufacturers to carry out the purposes of titles I and IV of the Anti Car Theft Act of 1992, the Automobile Information Disclosure Act (15 U.S.C. 1231 et seq.), the Clean Air Act (42 U.S.C. 7401 et seq.), and chapters 301, 305, and 321-331 of title 49, and, subject to subsection.

1. For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions.
2. For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts and dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.
3. For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only -
(a) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
(b) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
4. For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court.
5. For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.
6. For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating or underwriting.
7. For use in providing notice to the owners of towed or impounded vehicles.
8. For use by any licensed private investigative agency or licensed security service for any purpose permitted under this subsection.
9. For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under chapter 313 of title 49.
10. For use in connection with the operation of private toll transportation facilities.
11. For any other use in response to requests for individual motor vehicle records if the State has obtained the express consent of the person to whom such personal information pertains.
12. For bulk distribution for surveys, marketing or solicitations if the State has obtained the express consent of the person to whom such personal information pertains.
13. For use by any requester, if the requester demonstrates it has obtained the written consent of the individual to whom the information pertains.
14. For any other use specifically authorized under the law of the State that holds the record, if such use is related to the operation of a motor vehicle or public safety.



**MEMORANDUM OF UNDERSTANDING
FOR DRIVER'S LICENSE AND/OR MOTOR VEHICLE RECORD DATA EXCHANGE
Contract Number HSMV-_____**

This Memorandum of Understanding (MOU) is made and entered into by and between Palm Beach County Board of County Commissioners Consumer Affairs Division hereinafter referred to as the Requesting Party, and the Florida Department of Highway Safety and Motor Vehicles, hereinafter referred to as the Providing Agency, collectively referred to as the Parties.

I. Purpose

The Providing Agency is a government entity whose primary duties include issuance of motor vehicle and driver licenses, registration and titling of motor vehicles, and enforcement of all laws governing traffic, travel, and public safety upon Florida's public highways.

In carrying out its statutorily mandated duties and responsibilities, the Providing Agency collects and maintains personal information that identifies individuals. Based upon the nature of this information, the Providing Agency is subject to the disclosure prohibitions contained in 18 U.S.C. §2721, the Driver's Privacy Protection Act (hereinafter "DPPA"), Sections 119.0712(2) and 501.171, Florida Statutes, and other statutory provisions.

The Requesting Party is a government or private entity operating under the laws and authority of the State of Florida and/or operating under Federal laws, and is requesting personal information and declares that it is qualified to obtain personal information under the exception number(s), listed in Attachment I, authorized by DPPA.

This MOU is entered into for the purpose of establishing the conditions and limitations under which the Providing Agency agrees to provide electronic access to Driver License and Motor Vehicle information to the Requesting Party. The type of data requested and the statutory fees, if applicable, are agreed to by both parties as indicated in Attachment II.

The Requesting Party is receiving a ☐ 9-digit ☐ 4-digit or ☒ No social security number, pursuant to Chapter 119, Florida Statutes, or other applicable laws.

II. Definitions

For the purposes of this MOU, the below-listed terms shall have the following meanings:

- A. Batch/File Transfer Protocol (FTP)/Secure File Transfer Protocol (SFTP) - An electronic transfer of data in a secure environment.
- B. Business Point-of-Contact - A person appointed by the Requesting Party to assist the Providing Agency with the administration of the MOU.
- C. Consumer Complaint Point-of-Contact - A person appointed by the Requesting Party to assist the Providing Agency with complaints from consumers regarding misuse of personal information protected under DPPA.

- D. Control Record - A record containing fictitious information that is included in data made available by the Providing Agency and is used to identify inappropriate disclosure or misuse of data.
- E. Crash Insurance Inquiry - Insurance information, such as insurance company name, policy type, policy status, insurance creation and expiration date, including insurance policy number, provided to the Requesting Party pursuant to Section 324.242(2), Florida Statutes. Such inquiry is to be made on only vehicles involved in a crash. The Vehicle Identification Number (VIN) on which such inquiry is made must be involved in the crash for which a crash report number and the date of crash is provided to the Agency.
- F. Downstream Entity - Any individual, association, organization, or corporate entity who receives driver license and/or motor vehicle data from a Third Party End User in accordance with DPPA and Section 119.0712(2), Florida Statutes.
- G. Driver License Information - Driver license and identification card data collected and maintained by the Providing Agency. This data includes personal information as defined in item N, below.
- H. Driver Privacy Protection Act (DPPA) - The Federal Act (see, 18 United States Code § 2721, et seq.) that prohibits release and use of personal information except as otherwise specifically permitted within the Act.
- I. Government Entity - Any federal, state, county, county officer, or city government, including any court or law enforcement agency.
- J. Highly Restricted Personal Information - Includes, but is not limited to, medical or disability information or social security number.
- K. Insurance Record - Insurance information, such as insurance company name, policy type, policy status, insurance creation and expiration date, but excluding insurance policy number, provided to the Requesting Party, pursuant to Section 324.242(2), Florida Statutes.
- L. Motor Vehicle Information - Title and registration data collected and maintained by the Providing Agency for vehicles. This information includes personal information as defined in item N, below.
- M. Parties - The Providing Agency and the Requesting Party.
- N. Personal Information - As described in Section 119.0712(2)(b), Florida Statutes and 18 U.S.C. S.2725, information found in the motor vehicle or driver record which includes, but is not limited to, the subject's driver identification number, name, address, (but not the 5 – digit zip code) and medical or disability information.
- O. Private Entity - Any entity that is not a unit of government, including, but not limited to, a corporation, partnership, limited liability company, nonprofit organization or other legal entity or a natural person.
- P. Providing Agency - The Department of Highway Safety and Motor Vehicles. The Providing Agency is responsible for granting access to driver license and/or motor vehicle data to the Requesting Party.
- Q. Registration Hold - A hold placed on the owner, vehicle or registration, intended to prevent extension or renewal of any motor vehicle registration.
- R. Requesting Party - Any entity type that is expressly authorized by Section 119.0712(2), Florida Statutes and DPPA to receive personal information and/or highly restricted personal information that requests information contained in a driver license or motor vehicle record from the Providing Agency through remote electronic access.

- S. Requesting Party Number - A unique number assigned to the Requesting Party by the Providing Agency that identifies the type of record authorized for release and the associated statutory fees. Misuse of a Requesting Party Number to obtain information is strictly prohibited and shall be grounds for termination in accordance with Section X, Termination and Suspension.
- T. Technical Contact - A person appointed by the Requesting Party to oversee the maintenance/operation of setting up of Web Service and Batch/FTP/SFTP processes.
- U. Third Party End User - Any individual, association, organization, or corporate entity who receives driver license and/or motor vehicle data from the Requesting Party in accordance with DPPA and Section 119.0712(2), Florida Statutes.
- V. Web Service - A service where the Requesting Party writes a call program to communicate with the Web Service of the Providing Agency to receive authorized motor vehicle and driver license data.

III. Legal Authority

The Providing Agency maintains computer databases containing information pertaining to driver's licenses and motor vehicles pursuant to Chapters 317, 319, 320, 322, 328, and Section 324.242(2), Florida Statutes. The driver license, motor vehicle, and vessel data contained in the Providing Agency's databases is defined as public record pursuant to Chapter 119, Florida Statutes; and as such, is subject to public disclosure unless otherwise exempted by law.

As the custodian of the state's driver and vehicle records, the Providing Agency is required to provide access to records permitted to be disclosed by law.

Under this MOU, the Requesting Party will be provided, via remote electronic means, information pertaining to driver licenses and vehicles, including personal information authorized to be released pursuant to Section 119.0712(2), Florida Statutes and DPPA. By executing this MOU, the Requesting Party agrees to maintain the confidential and exempt status of any and all information provided by the Providing Agency pursuant to this MOU and to ensure that any Third Party End Users accessing or utilizing said information shall do so in compliance with Section 119.0712(2), Florida Statutes and DPPA. Highly restricted personal information shall only be released in accordance with DPPA and Florida law. In addition, the Requesting Party agrees that insurance policy information shall only be utilized pursuant to Section 324.242(2), Florida Statutes.

This MOU is governed by the laws of the State of Florida and jurisdiction of any dispute arising from this MOU shall be in Leon County, Florida.

IV. Statement of Work

A. The Providing Agency agrees to:

1. Provide the Requesting Party with the technical specifications, and Requesting Party Number if applicable, required to access data in accordance with the access method being requested.
2. Allow the Requesting Party to electronically access data as authorized under this MOU.
3. Collect all fees for providing the electronically requested data, pursuant to applicable Florida Statutes, rules and policies, including Sections 320.05 and 322.20, Florida Statutes. The fee shall include all direct and indirect costs of providing remote electronic access, according to Section 119.07(2)(c), Florida Statutes.

4. Collect all fees due for electronic requests through the Automated Clearing House account of the banking institution which has been designated by the Treasurer of the State of Florida for such purposes.
5. Terminate the access of the Requesting Party for non-payment of required fees. The Providing Agency shall not be responsible for the failure, refusal, or inability of the Requesting Party to make the required payments, or interest on late payments for periods of delay attributable to the action or inaction of the Requesting Party.
6. Notify the Requesting Party thirty (30) business days prior to changing any fee schedules, when it is reasonable and necessary to do so, as determined by the Providing Agency. All fees are established by Florida law. Any changes in fees shall be effective on the effective date of the corresponding law change. The Requesting Party may continue with this MOU as modified or it may terminate the MOU in accordance with Section X., subject to the payment of all fees incurred prior to termination.
7. Perform all obligations to provide access under this MOU contingent upon an annual appropriation by the Legislature.
8. Provide electronic access to driver license and/or motor vehicle information pursuant to roles and times established other than scheduled maintenance or other uncontrollable disruptions. Scheduled maintenance normally occurs Sunday mornings between the hours of 6:00 A.M. and 10:00 A.M.
9. Provide a contact person for assistance with the implementation of this MOU.

B. The Requesting Party agrees to:

1. Use information only for the expressed purposes as described in Attachment I of this MOU.
2. Self-report to the Providing Agency all violations of the MOU within five (5) business days of discovery of such violation(s). The report shall include a description, the time period, the number of records impacted, the harm caused, and all steps taken as of the date of the report to remedy or mitigate any injury caused by the violation.
3. Accept responsibility for interfacing with any and all Third Party End Users. The Providing Agency will not interact directly with any Third Party End Users. Requesting Party shall not give Third Party End Users the name, e-mail address, and/or telephone number of any Providing Agency employee without the express written consent of the Providing Agency.
4. Establish procedures to ensure that its employees and agents comply with Section V, Safeguarding Information and provide a copy of the procedures to the Providing Agency within ten (10) business days of a request.
5. Not assign, sub-contract, or otherwise transfer its rights, duties, or obligations under this MOU without the express written consent and approval of the Providing Agency.
6. Use the information received from the Providing Agency only for the purposes authorized by this MOU. The Requesting Party shall not share or provide any information to another unauthorized entity, agency or person.
7. Protect and maintain the confidentiality and security of the data received from the Providing Agency in accordance with this MOU and applicable state and federal laws.
8. Defend, hold harmless and indemnify the Providing Agency and its employees or agents from

any and all claims, actions, damages, or losses which may be brought or alleged against its employees or agents for the Requesting Party's negligent, improper, or unauthorized use or dissemination of information provided by the Providing Agency, to the extent allowed by law.

9. For Federal agencies: The Requesting Party agrees to promptly consider and adjudicate any and all claims that may arise out of this MOU resulting from the actions of the Requesting Party, duly authorized representatives, agents, or contractors of the Requesting Party, and to pay for any damage or injury as may be required by federal law. Such adjudication will be pursued under the Federal Tort Claims Act, 28 U.S.C. § 2671 et seq., the Federal Employees Compensation Act, 5 U.S.C. § 8101 et seq., or such other federal legal authority as may be pertinent.
10. Update user access/permissions upon reassignment of users within five (5) business days.
11. Immediately inactivate user access/permissions following separation, or negligent, improper, or unauthorized use or dissemination of any information.
12. For all records containing Personal Information released to a Third Party End User, maintain records identifying each person or entity that receives the personal information and the permitted purpose for which it will be used for a period of five (5) years. The Requesting Party shall provide these records or otherwise make these records available for inspection within five (5) business days of a request by the Providing Agency.
13. Pay all costs associated with electronic access of the Providing Agency's driver license and/or motor vehicle information. The Requesting Party shall:
 - a. Maintain an account with a banking institution as required by the Providing Agency.
 - b. Complete and sign the appropriate document(s) to allow the Providing Agency's designated banking institution to debit the Requesting Party's designated account.
 - c. Pay all fees due the Providing Agency by way of the Automated Clearing House account of the Providing Agency's designated banking institution. Collection of transaction fees from eligible and authorized Third Party End Users is the responsibility of the Requesting Party.
14. Notify the Providing Agency within five (5) business days of any changes to the name, address, telephone number and/or email address of the Requesting Party, its Point-of-Contact for Consumer Complaints, and/or its Technical Contact. The information shall be e-mailed to DataListingUnit@flhsmv.gov. Failure to update this information as required may adversely affect the timely receipt of information from the Providing Agency.
15. Immediately notify the Providing Agency of any change of FTP/SFTP for the receipt of data under this MOU. Failure to update this information as required may adversely affect the timely receipt of information from the Providing Agency.
16. Understand that this MOU is subject to any restrictions, limitations or conditions enacted by the Florida Legislature, which may affect any or all terms of this MOU. The Requesting Party understands that they are obligated to comply with all applicable provisions of law.
17. Timely submit statements required in Section VI. Compliance and Control Measures, subsections B and C.
18. A Requesting Party who has not previously received records from the Providing Agency shall utilize web services currently offered by the Providing Agency rather than batch/FTP/SFTP processes. Also, any Requesting Party using the FTP/SFTP processes agrees to transition to web services, where available, within six months (6) months of the Providing Agency's request.

V. Safeguarding Information

The Parties shall access, disseminate, use and maintain all information received under this MOU in a manner that ensures its confidentiality and proper utilization in accordance with Chapter 119, Florida Statutes, and DPPA. Information obtained under this MOU shall only be disclosed to persons to whom disclosure is authorized under Florida law and federal laws. Any disclosure of information shall be in accordance with 18 U.S.C. §2721(c). In the event of a security breach, the Requesting Party agrees to comply with the provisions of Section 501.171, Florida Statutes.

Any person who knowingly violates any of the provisions of this section may be subject to criminal punishment and civil liability, as provided in Sections 119.10 and 775.083, Florida Statutes. In addition, any person who knowingly discloses any information in violation of DPPA may be subject to criminal sanctions, including fines, and civil liability.

In an effort to ensure information is only used in accordance with Chapter 119, Florida Statutes, and DPPA, the Providing Agency may include control records in the data provided in an effort to identify misuse of the data.

The Requesting Party shall notify the Providing Agency of any of the following within five (5) business days:

- A. Termination of any agreement/contract between the Requesting Party and any other State/State Agency due to non-compliance with DPPA, data breaches, or any state laws relating to the protection of driver privacy. The Requesting Party shall also notify the Providing Agency if any State/State Agency declines to enter into an agreement/contract with the Requesting Party to provide DPPA protected data.
- B. Any pending litigation alleging DPPA violations or under any state law relating to the protection of driver privacy.
- C. Any instance where the Requesting Party is found guilty or liable by a court of competent jurisdiction for misuse of data under DPPA or under any state law relating to the protection of driver privacy.
- D. Any instance where the owner, officer, or control person of the Requesting Party owned a majority interest in, or acted as a control person of, an entity that was found guilty or liable by a court of competent jurisdiction for misuse of data under DPPA or under any state law relating to the protection of driver privacy.
- E. A breach of security as defined by Section 501.171, Florida Statutes.

The Parties mutually agree to the following:

- A. Information exchanged will not be used for any purposes not specifically authorized by this MOU and its attachments. Unauthorized use includes, but is not limited to, queries not related to a legitimate business purpose, personal use, and the dissemination, sharing, copying or passing of this or any unauthorized information to unauthorized persons.
 - B. The Requesting Party shall not indemnify and shall not be liable to the Providing Agency for any driver license or motor vehicle information lost, damaged, or destroyed as a result of the electronic exchange of data pursuant to this MOU, except as otherwise provided in Section 768.28, Florida Statutes.
 - C. Information obtained from the Providing Agency will be stored in a location that is physically and logically secure from access by unauthorized persons.
 - D. The Requesting Party shall develop security requirements and standards consistent with Section 282.318, Florida Statutes, Florida Administrative Code Rule 74-2, and the Providing
- Data Exchange MOU (Rev. 05/2017) Page 6 of 13

Agency's security policies; and employ adequate security measures to protect Providing Agency's information, applications, data, resources, and services. The applicable Providing Agency security policies are set forth in Attachment III.

- E. Access to the information received from the Providing Agency will be protected in such a way that unauthorized persons cannot view, retrieve, or print the information.
- F. All personnel with access to the information exchanged under the terms of this MOU will be instructed of, and acknowledge their understanding of, the confidential nature of the information. These acknowledgements must be maintained in a current status by the Requesting Party and provided to the Providing Agency within ten (10) business days of a request.
- G. All personnel with access to the information will be instructed of, and acknowledge their understanding of the civil and criminal sanctions specified in state and Federal law for unauthorized use of the data. These acknowledgements must be maintained in a current status by the Requesting Party and provided to the Providing Agency within ten (10) business days of a request.
- H. All access to the information must be monitored on an ongoing basis by the Requesting Party. In addition, the Requesting Party must complete an Annual Certification Statement to ensure proper and authorized use and dissemination of information and provide it to the Providing Agency pursuant to Section VI. B below.
- I. All data received from the Providing Agency shall be encrypted during transmission to Third Party End Users using Transport Layer Security (TLS) version 1.2 or higher encryption protocols. Alternate encryption protocols are acceptable only upon prior written approval by the Providing Agency.
- J. By signing the MOU, the representatives of the Providing Agency and Requesting Party, on behalf of the respective Parties, attest and ensure that the confidentiality of the information exchanged will be maintained.

VI. Compliance and Control Measures

A. Internal Control and Data Security Audit - This MOU is contingent upon the Requesting Party having appropriate internal controls in place at all times that data is being provided/received pursuant to this MOU to ensure that the data is protected from unauthorized access, distribution, use, modification, or disclosure. The Requesting Party must submit an Internal Control and Data Security Audit from a currently licensed Certified Public Accountant, on or before the first anniversary of the execution date of this MOU or within one hundred twenty (120) days from receipt of a request from the Providing Agency. Government agencies may submit the Internal Control and Data Security Audit from their Agency's Internal Auditor or Inspector General. The audit shall indicate that the internal controls governing the use and dissemination of personal data have been evaluated in light of the requirements of this MOU, and applicable laws and are adequate to protect the personal data from unauthorized access, distribution, use, modification, or disclosure. This includes both policies/procedures in place for personnel to follow and data security procedures/policies in place to protect personal data. The audit shall certify that the data security procedures/policies have been approved by a Risk Management IT Security Professional. The audit shall also certify that any and all deficiencies/issues found during the audit have been corrected and measures enacted to prevent recurrence. The audit must have an original signature of the CPA and the Requesting Party's agency head, owner, officer, or control person designated by Letter of Delegation to execute contracts/agreements on their behalf. The audit shall be sent via Certified U.S. Mail to the Providing Agency as set forth in Section XI, Notices.

B. Annual Certification Statement - The Requesting Party shall submit to the Providing Agency an annual statement indicating that the Requesting Party has evaluated and certifies that it has adequate

controls in place to protect the personal data from unauthorized access, distribution, use, modification, or disclosure, and is in full compliance with the requirements of this MOU and applicable laws. The Requesting Party shall submit this statement annually, within fifteen (15) business days after the anniversary of the execution date of this MOU. (NOTE: During any year in which an Internal Control and Data Security Audit is conducted, submission of the Internal Control and Data Security Audit may satisfy the requirement to submit an Annual Certification Statement.) Failure to timely submit the certification statement may result in an immediate termination of this MOU.

In addition, prior to expiration of this MOU, if the Requesting Party intends to enter into a new MOU, a certification statement attesting that appropriate controls remained in place during the final year of the MOU and are currently in place shall be required to be submitted to the Providing Agency prior to issuance of a new MOU.

- C. Misuse of Personal Information** – The Requesting Party must notify the Providing Agency in writing of any incident where it is suspected or confirmed that personal information has been compromised as a result of unauthorized access, distribution, use, modification, or disclosure, by any means, within five (5) business days of such discovery. The statement must be provided on the Requesting Party's letterhead and include each of the following: a brief summary of the incident; the outcome of the review; the date of the occurrence(s); the number of records compromised; the name or names of personnel responsible; whether disciplinary action or termination was rendered; and whether or not the persons whose personal information was compromised were notified. The statement shall also indicate the steps taken, or to be taken, by the Requesting Party to ensure that misuse of data does not continue or recur. This statement shall be mailed to the Providing Agency Bureau Chief of Records at the address indicated in XI, Notices A., above. (NOTE: If an incident involving breach of personal information did occur and the Requesting Party did not notify the owner(s) of the compromised records, the Requesting Party must indicate why notice was not provided.

In addition, the Requesting Party shall comply with the applicable provisions of Section 501.171, Florida Statutes, regarding data security and security breaches, and shall strictly comply and be solely responsible for adhering to the provisions regarding notice provided therein.

- D. Consumer Complaints** – The Requesting Party shall provide a point of contact for consumer complaints. In the event the Providing Agency receives a consumer complaint regarding misuse of DPPA protected information, the Requesting Party shall review and investigate the complaint. The Requesting Party shall provide its findings to the Providing Agency within fifteen (15) business days from the date they were notified by the Providing Agency.

Consumer Complaint Point of Contact Information:

Name: Rob Shelt
Email: Rshelt@pbcgov.org
Phone Number: (561)712-6605

- E. Control Records** - In the event a control record inserted into data received by the Requesting Party is used in a manner that does not comply with DPPA or state law, the Requesting Party shall conduct an investigation of any Third Party End Users who obtained the record from the Requesting Party. As part of this provision, the Requesting Party shall also retain the authority to require Third Party End Users to investigate the Downstream Entities' handling and distribution of data subject to DPPA

protection and to provide the results of the investigation to the Requesting Party. The Requesting party shall provide the results of the investigation(s) and the documents and information collected therein to the Providing Agency within fifteen (15) business days.

VII. Liquidated Damages

The Providing Agency reserves the right to impose liquidated damages upon the Requesting Party.

Failure by the Requesting Party to meet the established requirements of this MOU may result in the Providing Agency finding the Requesting Party to be out of compliance, and, all remedies provided in this MOU and under law, shall become available to the Providing Agency.

A. General Liquidated Damages

In the case of a breach or misuse of data due to non-compliance with DPPA, Sections 119.0712(2) and 501.171, Florida Statutes, or any other state laws designed to protect a driver's privacy and motor vehicle information, the Providing Agency may impose upon the Requesting Party liquidated damages of up to \$25.00 per record.

In imposing liquidated damages, the Providing Agency will consider various circumstances including, but not limited to:

1. The Requesting Party's history with complying with DPPA, Sections 119.0712(2) and 501.171, Florida Statutes, or any other state laws designed to protect a driver's privacy;
2. Whether the Requesting Party self-reported violations of this MOU to the Providing Agency prior to discovery by the Providing Agency;
3. Whether the Requesting Party violated this MOU over an extended period of time;
4. Whether the Requesting Party's violation of this MOU directly or indirectly resulted in injury, and the nature and extent of the injury;
5. The number of records involved or impacted by the violation of this MOU;
6. Whether, at the time of the violation, the Requesting Party had controls and procedures that were implemented and reasonably designed to prevent or detect violations of this MOU; and,
7. Whether the Requesting Party voluntarily made restitution or otherwise remedied or mitigated the harm caused by the violation of this MOU.

B. Corrective Action Plan (CAP)

1. If the Providing Agency determines that the Requesting Party is out of compliance with any of the provisions of this MOU and requires the Requesting Party to submit a CAP, the Providing Agency may require the Requesting Party to submit a Corrective Action Plan (CAP) within a specified timeframe. The CAP shall provide an opportunity for the Requesting Party to resolve deficiencies without the Providing Agency invoking more serious remedies, up to and including MOU termination.
2. In the event the Providing Agency identifies a violation of this MOU, or other non-compliance with this MOU, the Providing Agency shall notify the Requesting Party of the occurrence in writing. The Providing Agency shall provide the Requesting Party with a timeframe for corrections

to be made.

3. The Requesting Party shall respond by providing a CAP to the Providing Agency within the timeframe specified by the Providing Agency.
4. The Requesting Party shall implement the CAP only after the Providing Agency's approval.
5. The Providing Agency may require changes or a complete rewrite of the CAP and provide a specific deadline.
6. If the Requesting Party does not meet the standards established in the CAP within the agreed upon timeframe, the Requesting Party shall be in violation of the provisions of this MOU and shall be subject to liquidated damages and other remedies including termination of the MOU.

Except where otherwise specified, liquidated damages of \$25.00 per day may be imposed on the Requesting Party for each calendar day that the approved CAP is not implemented to the satisfaction of the Providing Agency.

VIII. Agreement Term

This MOU shall take effect upon the date of last signature by the Parties and shall remain in effect for three (3) years from this date unless terminated or cancelled in accordance with Section X, Termination and Suspension. Once executed, this MOU supersedes all previous agreements between the parties regarding the same subject matter.

IX. Amendments

This MOU incorporates all negotiations, interpretations, and understandings between the Parties regarding the same subject matter, and serves as the full and final expression of their agreement. This MOU may be amended by written agreement executed by and between both Parties. Any change, alteration, deletion, or addition to the terms set forth in this MOU, including to any of its attachments, must be by written agreement executed by the Parties in the same manner as this MOU was initially executed. If there are any conflicts in the amendments to this MOU, the last-executed amendment shall prevail. All provisions not in conflict with the amendment(s) shall remain in effect and are to be performed as specified in this MOU.

X. Termination and Suspension

- A. This MOU may be unilaterally terminated for cause by either party upon finding that the terms and conditions contained herein have been breached by the other party. Written notice of termination shall be provided to the breaching party; however, prior-written notice is not required and notice may be provided upon cessation of work under the agreement by the non-breaching party.
- B. In addition, this MOU is subject to unilateral suspension or termination by the Providing Agency without notice to the Requesting Party for failure of the Requesting Party to comply with any of the requirements of this MOU, or with any applicable state or federal laws, rules, or regulations, including, but not limited to, DPPA, Sections 119.0712(2) and 501.171, Florida Statutes, or any laws designed to protect driver privacy.
- C. This MOU may also be cancelled by either party, without penalty, upon thirty (30) business days advanced written notice to the other party. All obligations of either party under the MOU will remain in full force and effect during the thirty (30) business day notice period.

D. This MOU may be terminated by the Providing Agency if the Requesting Party, or any of its majority owners, officers or control persons are found by a court of competent jurisdiction to have violated any provision of any state or federal law governing the privacy and disclosure of personal information. This MOU may be terminated in the event any agreement/contract between the Requesting Party and any other state/state agency is terminated due to non-compliance with DPPA or data breaches, or any state laws designed to protect driver privacy. The Requesting Party will have 10 days from any action described above to provide mitigating information to the Providing Agency. If submitted timely, the Providing Agency will take the mitigation into account when determining whether termination of the MOU is warranted.

XI. Notices

Any notices required to be provided under this MOU shall be sent via Certified U.S. Mail and email to the following individuals:

For the Providing Agency:

Chief, Bureau of Records
2900 Apalachee Parkway
Tallahassee, Florida 32399
Tel: (850) 617-2702
Fax: (850) 617-5168
E-mail: DataListingUnit@flhsmv.gov

For the Requesting Party:

Requesting Party Point-of-Contact listed on the signature page.

XII. Additional Database Access/Subsequent MOU's

The Parties understand and acknowledge that this MOU entitles the Requesting Party to specific information included within the scope of this MOU. Should the Requesting Party wish to obtain access to other personal information not provided hereunder, the Requesting Party will be required to execute a subsequent MOU with the Providing Agency specific to the additional information requested. All MOU's granting access to personal information will contain the same clauses as are contained herein regarding audits, report submission, and the submission of Certification statements.

The Providing Agency is mindful of the costs that would be incurred if the Requesting Party was required to undergo multiple audits and to submit separate certifications, audits, and reports for each executed MOU. Accordingly, should the Requesting Party execute any subsequent MOU's with the Providing Agency for access to personal information while the instant MOU remains in effect, the Requesting Party may submit a written request, subject to Providing Agency approval, to submit one of each of the following covering all executed MOU's: Certification; Audit; and/or to have conducted one comprehensive audit addressing internal controls for all executed MOU's. The Providing Agency shall have the sole discretion to approve or deny such request in whole or in part or to subsequently rescind an approved request based upon the Requesting Party's compliance with this MOU and/or any negative audit findings.

XIII. Public Records Requirements

The Requesting Party agrees to comply with the following requirements of Florida's public records laws:

1. Keep and maintain public records required by the Providing Agency to perform the service.
2. Upon request from the Providing Agency's custodian of public records, provide the Providing Agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Requesting Party does not transfer the records to the Providing Agency.
4. Upon termination or expiration of the MOU, the Requesting Party agrees they shall cease disclosure or distribution of all data provided by the Providing Agency. In addition, the Requesting Party agrees that all data provided by the Providing Agency remains subject to the provisions contained in DPPA and Sections 119.0712 and 501.171, Florida Statutes.

IF THE REQUESTING PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE REQUESTING PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 617-3101, OGCFiling@flhsmv.gov, OFFICE OF GENERAL COUNSEL, 2900 APALACHEE PARKWAY, and STE. A432, TALLAHASSEE, FL 32399-0504.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS HEREOF, the Parties hereto, have executed this MOU by their duly authorized officials on the date(s) indicated below.

REQUESTING PARTY:

Palm Beach County Board of County Commissioners Consumer

Requesting Party Name
301 N. Olive Avenue
Street Address
1201
Suite
WPB FL 33401
City State Zip Code

BY:

Signature of Authorized Official
Melissa McKinlay
Printed/Typed Name
Mayor
Title
Date
MMcKinlay@pbcgov.org
Official Requesting Party Email Address
(561) 355-2206
Phone Number

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

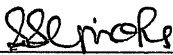
BUSINESS POINT-OF-CONTACT:

Rob Shelt
Printed/Typed Name
rshelt@pbcgov.org
Official Requesting Party Email Address
561-712-6605 / 561-712-6610
Phone Number Fax Number

TECHNICAL POINT-OF-CONTACT:

Gilbert Morales
Printed/Typed Name
Gmorales@pbcgov.org
Official Requesting Party Email Address
(561) 712-6611 / (561) 712-6610
Phone Number Fax Number

APPROVED AS TO TERMS AND
CONDITIONS

By: 
Stephanie Sejnoha, Director
Public Safety Department

PROVIDING AGENCY:

Florida Department of Highway Safety
and Motor Vehicles
Providing Agency Name
2900 Apalachee Parkway
Street Address
Suite
Tallahassee, Florida 32399
City State Zip Code

BY:

Signature of Authorized Official
Printed/Typed Name
Title
Date
Official Providing Agency Email Address
Phone Number

ATTACHMENT I

FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES Request For Exempt Personal Information In A Motor Vehicle/Driver License Record

The Driver’s Privacy Protection Act, 18 United States Code sections 2721(“DPPA”) makes personal information contained in motor vehicle or driver license records confidential and exempt from disclosure. Personal information in a motor vehicle or driver license record includes, but is not limited to, an individual’s social security number, driver license or identification number, name, address and, medical or disability information. Personal information does not include information related to driving violations and driver status. Personal information from these records may only be released to individuals or organizations that qualify under one of the exemptions provided in DPPA, which are listed on the back of this form.

In lieu of completing this form, a request for information may be made in letter form (on company/agency letterhead, if appropriate) stating the type of information being requested, the DPPA exemption(s) under which the request is being made, a detailed description of the how the information will be used, and a statement that the information will not be used or redisclosed except as provided in DPPA. If the information is provided on letterhead it must include a statement that the information provided is true and correct, signed by the authorized official under penalty of perjury, and notarized.

I am a representative of an organization requesting personal information for one or more records as described below. I declare that my organization is qualified to obtain personal information under exemption number(s)
Melissa McKinlay, as listed on page 3 of this form.

I understand that I shall not use or redisclose this personal information except as provided in DPPA and that any use or redisclosure in violation of these statutes may subject me to criminal sanctions and civil liability.

Complete the following for each DPPA exemption being claimed. (attached additional page, if necessary):

DPPA Exemption Claimed:	Description of How Requesting Party Qualifies for Exemption:	Description of how Data will be used:
1	For use by any government agency in carrying out it's functions.	The information requested is required for our agency to carry out its function to evaluate applicants who wish to receive an I.D Badge and or vehicle decal for the purpose of driving a vehicle for hire/tow truck in palm beach, Florida. The data will provide part of the information needed for each person's assessment based on our palm Beach County Code of Ordinances, Article VIII - Tow Truck Section 19-199 (a)(3) and Article IX - Vehicles for Hire section 19-227(a)(3). The assessment and licensing is required to protect the health and safety of the citizens of Palm Beach County.

Obtaining personal information under false pretenses is a state and federal crime. Under penalties of perjury, I declare that I have read the foregoing Request For Exempt Personal Information in A Motor Vehicle/Driver License Record and that the facts stated in it are true and correct.

Signature of Authorized Official

Melissa McKinlay

Printed Name

Date

STATE OF Florida
COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____.

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

NOTARY PUBLIC (print name)

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

By: _____
Deputy Clerk

Mayor

Title

Palm Beach County Board of County Commissioners Consumer Affairs Division

Name of Agency/Entity

NOTARY PUBLIC (sign name)
My Commission Expires:_____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: Stephanie Sejnoha
Stephanie Sejnoha, Director
Public Safety Department

Pursuant to section 119.0712(2), F. S., personal information in motor vehicle and driver license records can be released for the following purposes, as outlined in 18 United States Code, section 2721.

Personal information referred to in subsection (a) shall be disclosed for use in connection with matters of motor vehicle or driver safety and theft, motor vehicle emissions, motor vehicle product alterations, recalls, or advisories, performance monitoring of motor vehicles and dealers by motor vehicle manufacturers, and removal of non-owner records from the original owner records of motor vehicle manufacturers to carry out the purposes of titles I and IV of the Anti Car Theft Act of 1992, the Automobile Information Disclosure Act (15 U.S.C. 1231 et seq.), the Clean Air Act (42 U.S.C. 7401 et seq.), and chapters 301, 305, and 321-331 of title 49, and, subject to subsection (a)(2), may be disclosed as follows.

1. For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions.
2. For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts and dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.
3. For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only -
(a) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
(b) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
4. For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court.
5. For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.
6. For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating or underwriting.
7. For use in providing notice to the owners of towed or impounded vehicles.
8. For use by any licensed private investigative agency or licensed security service for any purpose permitted under this subsection.
9. For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under chapter 313 of title 49.
10. For use in connection with the operation of private toll transportation facilities.
11. For any other use in response to requests for individual motor vehicle records if the State has obtained the express consent of the person to whom such personal information pertains.
12. For bulk distribution for surveys, marketing or solicitations if the State has obtained the express consent of the person to whom such personal information pertains.
13. For use by any requester, if the requester demonstrates it has obtained the written consent of the individual to whom the information pertains.
14. For any other use specifically authorized under the law of the State that holds the record, if such use is related to the operation of a motor vehicle or public safety.

DATA ACCESS SPECIFICATIONS
ATTACHMENT II –Jobs and Processes Selected

Mode of Access	Type of Data Requested		Statutory Fees (subject to change by the Legislature)	
Batch/Email/CD*		DL data		\$0.01/record, per S 322.20, F. S.
		MV data		\$0.01/record, per S 320.05, F.S.
		DL Status		\$0.01, \$0.50, \$2.00/record, per S 320.05, F.S.
		MV Status/MV Record		\$0.01, \$0.50, \$2.00/record, per S 320.05, F.S.
		DL Record Search with Transcript		\$0.01, \$8.00, \$10.00, \$2.00/record, per S 322.20, F.S.
		DL Transcript (3 year)		\$8.00/record, per s. 322.20, F.S.
		DL Transcript (7 Year or Complete)		\$10.00/record, per s. 322.20, F.S.
				No charge
		IP Address(es) _____		
Driver Transcript Web Service				
		DL Transcript (3 year)		\$8.00/record, per s. 322.20, F.S.
	X	DL Transcript (7 Year or Complete)	X	\$10.00/record, per s. 322.20, F.S.
				No charge
Public Access Web Service		DL Status		\$0.50/record, per s. 320.05, F.S.
		MV Record		\$0.50/record, per s. 320.05, F.S.
		Insurance Record		\$0.50/record, per s. 320.05, F.S.
		Parking Permit Record		\$0.50/record, per s. 320.05, F.S.
				No charge
Web Service/ Batch		Residency Verification		No charge



**MEMORANDUM OF UNDERSTANDING
FOR DRIVER'S LICENSE AND/OR MOTOR VEHICLE RECORD DATA EXCHANGE
Contract Number HSMV-_____**

This Memorandum of Understanding (MOU) is made and entered into by and between Palm Beach County Board of County Commissioners Consumer Affairs Division hereinafter referred to as the Requesting Party, and the Florida Department of Highway Safety and Motor Vehicles, hereinafter referred to as the Providing Agency, collectively referred to as the Parties.

I. Purpose

The Providing Agency is a government entity whose primary duties include issuance of motor vehicle and driver licenses, registration and titling of motor vehicles, and enforcement of all laws governing traffic, travel, and public safety upon Florida's public highways.

In carrying out its statutorily mandated duties and responsibilities, the Providing Agency collects and maintains personal information that identifies individuals. Based upon the nature of this information, the Providing Agency is subject to the disclosure prohibitions contained in 18 U.S.C. §2721, the Driver's Privacy Protection Act (hereinafter "DPPA"), Sections 119.0712(2) and 501.171, Florida Statutes, and other statutory provisions.

The Requesting Party is a government or private entity operating under the laws and authority of the State of Florida and/or operating under Federal laws, and is requesting personal information and declares that it is qualified to obtain personal information under the exception number(s), listed in Attachment I, authorized by DPPA.

This MOU is entered into for the purpose of establishing the conditions and limitations under which the Providing Agency agrees to provide electronic access to Driver License and Motor Vehicle information to the Requesting Party. The type of data requested and the statutory fees, if applicable, are agreed to by both parties as indicated in Attachment II.

The Requesting Party is receiving a ☐ 9-digit ☐ 4-digit or ☒ No social security number, pursuant to Chapter 119, Florida Statutes, or other applicable laws.

II. Definitions

For the purposes of this MOU, the below-listed terms shall have the following meanings:

- A. Batch/File Transfer Protocol (FTP)/Secure File Transfer Protocol (SFTP) - An electronic transfer of data in a secure environment.
- B. Business Point-of-Contact - A person appointed by the Requesting Party to assist the Providing Agency with the administration of the MOU.
- C. Consumer Complaint Point-of-Contact - A person appointed by the Requesting Party to assist the Providing Agency with complaints from consumers regarding misuse of personal information protected under DPPA.

- D. Control Record - A record containing fictitious information that is included in data made available by the Providing Agency and is used to identify inappropriate disclosure or misuse of data.
- E. Crash Insurance Inquiry - Insurance information, such as insurance company name, policy type, policy status, insurance creation and expiration date, including insurance policy number, provided to the Requesting Party pursuant to Section 324.242(2), Florida Statutes. Such inquiry is to be made on only vehicles involved in a crash. The Vehicle Identification Number (VIN) on which such inquiry is made must be involved in the crash for which a crash report number and the date of crash is provided to the Agency.
- F. Downstream Entity - Any individual, association, organization, or corporate entity who receives driver license and/or motor vehicle data from a Third Party End User in accordance with DPPA and Section 119.0712(2), Florida Statutes.
- G. Driver License Information - Driver license and identification card data collected and maintained by the Providing Agency. This data includes personal information as defined in item N, below.
- H. Driver Privacy Protection Act (DPPA) - The Federal Act (see, 18 United States Code § 2721, et seq.) that prohibits release and use of personal information except as otherwise specifically permitted within the Act.
- I. Government Entity - Any federal, state, county, county officer, or city government, including any court or law enforcement agency.
- J. Highly Restricted Personal Information - Includes, but is not limited to, medical or disability information or social security number.
- K. Insurance Record - Insurance information, such as insurance company name, policy type, policy status, insurance creation and expiration date, but excluding insurance policy number, provided to the Requesting Party, pursuant to Section 324.242(2), Florida Statutes.
- L. Motor Vehicle Information - Title and registration data collected and maintained by the Providing Agency for vehicles. This information includes personal information as defined in item N, below.
- M. Parties - The Providing Agency and the Requesting Party.
- N. Personal Information - As described in Section 119.0712(2)(b), Florida Statutes and 18 U.S.C. S.2725, information found in the motor vehicle or driver record which includes, but is not limited to, the subject's driver identification number, name, address, (but not the 5 – digit zip code) and medical or disability information.
- O. Private Entity - Any entity that is not a unit of government, including, but not limited to, a corporation, partnership, limited liability company, nonprofit organization or other legal entity or a natural person.
- P. Providing Agency - The Department of Highway Safety and Motor Vehicles. The Providing Agency is responsible for granting access to driver license and/or motor vehicle data to the Requesting Party.
- Q. Registration Hold - A hold placed on the owner, vehicle or registration, intended to prevent extension or renewal of any motor vehicle registration.
- R. Requesting Party - Any entity type that is expressly authorized by Section 119.0712(2), Florida Statutes and DPPA to receive personal information and/or highly restricted personal information that requests information contained in a driver license or motor vehicle record from the Providing Agency through remote electronic access.

- S. Requesting Party Number - A unique number assigned to the Requesting Party by the Providing Agency that identifies the type of record authorized for release and the associated statutory fees. Misuse of a Requesting Party Number to obtain information is strictly prohibited and shall be grounds for termination in accordance with Section X, Termination and Suspension.
- T. Technical Contact - A person appointed by the Requesting Party to oversee the maintenance/operation of setting up of Web Service and Batch/FTP/SFTP processes.
- U. Third Party End User - Any individual, association, organization, or corporate entity who receives driver license and/or motor vehicle data from the Requesting Party in accordance with DPPA and Section 119.0712(2), Florida Statutes.
- V. Web Service - A service where the Requesting Party writes a call program to communicate with the Web Service of the Providing Agency to receive authorized motor vehicle and driver license data.

III. Legal Authority

The Providing Agency maintains computer databases containing information pertaining to driver's licenses and motor vehicles pursuant to Chapters 317, 319, 320, 322, 328, and Section 324.242(2), Florida Statutes. The driver license, motor vehicle, and vessel data contained in the Providing Agency's databases is defined as public record pursuant to Chapter 119, Florida Statutes; and as such, is subject to public disclosure unless otherwise exempted by law.

As the custodian of the state's driver and vehicle records, the Providing Agency is required to provide access to records permitted to be disclosed by law.

Under this MOU, the Requesting Party will be provided, via remote electronic means, information pertaining to driver licenses and vehicles, including personal information authorized to be released pursuant to Section 119.0712(2), Florida Statutes and DPPA. By executing this MOU, the Requesting Party agrees to maintain the confidential and exempt status of any and all information provided by the Providing Agency pursuant to this MOU and to ensure that any Third Party End Users accessing or utilizing said information shall do so in compliance with Section 119.0712(2), Florida Statutes and DPPA. Highly restricted personal information shall only be released in accordance with DPPA and Florida law. In addition, the Requesting Party agrees that insurance policy information shall only be utilized pursuant to Section 324.242(2), Florida Statutes.

This MOU is governed by the laws of the State of Florida and jurisdiction of any dispute arising from this MOU shall be in Leon County, Florida.

IV. Statement of Work

A. The Providing Agency agrees to:

1. Provide the Requesting Party with the technical specifications, and Requesting Party Number if applicable, required to access data in accordance with the access method being requested.
2. Allow the Requesting Party to electronically access data as authorized under this MOU.
3. Collect all fees for providing the electronically requested data, pursuant to applicable Florida Statutes, rules and policies, including Sections 320.05 and 322.20, Florida Statutes. The fee shall include all direct and indirect costs of providing remote electronic access, according to Section 119.07(2)(c), Florida Statutes.

4. Collect all fees due for electronic requests through the Automated Clearing House account of the banking institution which has been designated by the Treasurer of the State of Florida for such purposes.
5. Terminate the access of the Requesting Party for non-payment of required fees. The Providing Agency shall not be responsible for the failure, refusal, or inability of the Requesting Party to make the required payments, or interest on late payments for periods of delay attributable to the action or inaction of the Requesting Party.
6. Notify the Requesting Party thirty (30) business days prior to changing any fee schedules, when it is reasonable and necessary to do so, as determined by the Providing Agency. All fees are established by Florida law. Any changes in fees shall be effective on the effective date of the corresponding law change. The Requesting Party may continue with this MOU as modified or it may terminate the MOU in accordance with Section X., subject to the payment of all fees incurred prior to termination.
7. Perform all obligations to provide access under this MOU contingent upon an annual appropriation by the Legislature.
8. Provide electronic access to driver license and/or motor vehicle information pursuant to roles and times established other than scheduled maintenance or other uncontrollable disruptions. Scheduled maintenance normally occurs Sunday mornings between the hours of 6:00 A.M. and 10:00 A.M.
9. Provide a contact person for assistance with the implementation of this MOU.

B. The Requesting Party agrees to:

1. Use information only for the expressed purposes as described in Attachment I of this MOU.
2. Self-report to the Providing Agency all violations of the MOU within five (5) business days of discovery of such violation(s). The report shall include a description, the time period, the number of records impacted, the harm caused, and all steps taken as of the date of the report to remedy or mitigate any injury caused by the violation.
3. Accept responsibility for interfacing with any and all Third Party End Users. The Providing Agency will not interact directly with any Third Party End Users. Requesting Party shall not give Third Party End Users the name, e-mail address, and/or telephone number of any Providing Agency employee without the express written consent of the Providing Agency.
4. Establish procedures to ensure that its employees and agents comply with Section V, Safeguarding Information and provide a copy of the procedures to the Providing Agency within ten (10) business days of a request.
5. Not assign, sub-contract, or otherwise transfer its rights, duties, or obligations under this MOU without the express written consent and approval of the Providing Agency.
6. Use the information received from the Providing Agency only for the purposes authorized by this MOU. The Requesting Party shall not share or provide any information to another unauthorized entity, agency or person.
7. Protect and maintain the confidentiality and security of the data received from the Providing Agency in accordance with this MOU and applicable state and federal laws.
8. Defend, hold harmless and indemnify the Providing Agency and its employees or agents from

any and all claims, actions, damages, or losses which may be brought or alleged against its employees or agents for the Requesting Party's negligent, improper, or unauthorized use or dissemination of information provided by the Providing Agency, to the extent allowed by law.

9. For Federal agencies: The Requesting Party agrees to promptly consider and adjudicate any and all claims that may arise out of this MOU resulting from the actions of the Requesting Party, duly authorized representatives, agents, or contractors of the Requesting Party, and to pay for any damage or injury as may be required by federal law. Such adjudication will be pursued under the Federal Tort Claims Act, 28 U.S.C. § 2671 et seq., the Federal Employees Compensation Act, 5 U.S.C. § 8101 et seq., or such other federal legal authority as may be pertinent.
10. Update user access/permissions upon reassignment of users within five (5) business days.
11. Immediately inactivate user access/permissions following separation, or negligent, improper, or unauthorized use or dissemination of any information.
12. For all records containing Personal Information released to a Third Party End User, maintain records identifying each person or entity that receives the personal information and the permitted purpose for which it will be used for a period of five (5) years. The Requesting Party shall provide these records or otherwise make these records available for inspection within five (5) business days of a request by the Providing Agency.
13. Pay all costs associated with electronic access of the Providing Agency's driver license and/or motor vehicle information. The Requesting Party shall:
 - a. Maintain an account with a banking institution as required by the Providing Agency.
 - b. Complete and sign the appropriate document(s) to allow the Providing Agency's designated banking institution to debit the Requesting Party's designated account.
 - c. Pay all fees due the Providing Agency by way of the Automated Clearing House account of the Providing Agency's designated banking institution. Collection of transaction fees from eligible and authorized Third Party End Users is the responsibility of the Requesting Party.
14. Notify the Providing Agency within five (5) business days of any changes to the name, address, telephone number and/or email address of the Requesting Party, its Point-of-Contact for Consumer Complaints, and/or its Technical Contact. The information shall be e-mailed to DataListingUnit@flhsmv.gov. Failure to update this information as required may adversely affect the timely receipt of information from the Providing Agency.
15. Immediately notify the Providing Agency of any change of FTP/SFTP for the receipt of data under this MOU. Failure to update this information as required may adversely affect the timely receipt of information from the Providing Agency.
16. Understand that this MOU is subject to any restrictions, limitations or conditions enacted by the Florida Legislature, which may affect any or all terms of this MOU. The Requesting Party understands that they are obligated to comply with all applicable provisions of law.
17. Timely submit statements required in Section VI. Compliance and Control Measures, subsections B and C.
18. A Requesting Party who has not previously received records from the Providing Agency shall utilize web services currently offered by the Providing Agency rather than batch/FTP/SFTP processes. Also, any Requesting Party using the FTP/SFTP processes agrees to transition to web services, where available, within six months (6) months of the Providing Agency's request.

V. Safeguarding Information

The Parties shall access, disseminate, use and maintain all information received under this MOU in a manner that ensures its confidentiality and proper utilization in accordance with Chapter 119, Florida Statutes, and DPPA. Information obtained under this MOU shall only be disclosed to persons to whom disclosure is authorized under Florida law and federal laws. Any disclosure of information shall be in accordance with 18 U.S.C. §2721(c). In the event of a security breach, the Requesting Party agrees to comply with the provisions of Section 501.171, Florida Statutes.

Any person who knowingly violates any of the provisions of this section may be subject to criminal punishment and civil liability, as provided in Sections 119.10 and 775.083, Florida Statutes. In addition, any person who knowingly discloses any information in violation of DPPA may be subject to criminal sanctions, including fines, and civil liability.

In an effort to ensure information is only used in accordance with Chapter 119, Florida Statutes, and DPPA, the Providing Agency may include control records in the data provided in an effort to identify misuse of the data.

The Requesting Party shall notify the Providing Agency of any of the following within five (5) business days:

- A. Termination of any agreement/contract between the Requesting Party and any other State/State Agency due to non-compliance with DPPA, data breaches, or any state laws relating to the protection of driver privacy. The Requesting Party shall also notify the Providing Agency if any State/State Agency declines to enter into an agreement/contract with the Requesting Party to provide DPPA protected data.
- B. Any pending litigation alleging DPPA violations or under any state law relating to the protection of driver privacy.
- C. Any instance where the Requesting Party is found guilty or liable by a court of competent jurisdiction for misuse of data under DPPA or under any state law relating to the protection of driver privacy.
- D. Any instance where the owner, officer, or control person of the Requesting Party owned a majority interest in, or acted as a control person of, an entity that was found guilty or liable by a court of competent jurisdiction for misuse of data under DPPA or under any state law relating to the protection of driver privacy.
- E. A breach of security as defined by Section 501.171, Florida Statutes.

The Parties mutually agree to the following:

- A. Information exchanged will not be used for any purposes not specifically authorized by this MOU and its attachments. Unauthorized use includes, but is not limited to, queries not related to a legitimate business purpose, personal use, and the dissemination, sharing, copying or passing of this or any unauthorized information to unauthorized persons.
 - B. The Requesting Party shall not indemnify and shall not be liable to the Providing Agency for any driver license or motor vehicle information lost, damaged, or destroyed as a result of the electronic exchange of data pursuant to this MOU, except as otherwise provided in Section 768.28, Florida Statutes.
 - C. Information obtained from the Providing Agency will be stored in a location that is physically and logically secure from access by unauthorized persons.
 - D. The Requesting Party shall develop security requirements and standards consistent with Section 282.318, Florida Statutes, Florida Administrative Code Rule 74-2, and the Providing
- Data Exchange MOU (Rev. 05/2017)

Agency's security policies; and employ adequate security measures to protect Providing Agency's information, applications, data, resources, and services. The applicable Providing Agency security policies are set forth in Attachment III.

- E. Access to the information received from the Providing Agency will be protected in such a way that unauthorized persons cannot view, retrieve, or print the information.
- F. All personnel with access to the information exchanged under the terms of this MOU will be instructed of, and acknowledge their understanding of, the confidential nature of the information. These acknowledgements must be maintained in a current status by the Requesting Party and provided to the Providing Agency within ten (10) business days of a request.
- G. All personnel with access to the information will be instructed of, and acknowledge their understanding of the civil and criminal sanctions specified in state and Federal law for unauthorized use of the data. These acknowledgements must be maintained in a current status by the Requesting Party and provided to the Providing Agency within ten (10) business days of a request.
- H. All access to the information must be monitored on an ongoing basis by the Requesting Party. In addition, the Requesting Party must complete an Annual Certification Statement to ensure proper and authorized use and dissemination of information and provide it to the Providing Agency pursuant to Section VI. B below.
- I. All data received from the Providing Agency shall be encrypted during transmission to Third Party End Users using Transport Layer Security (TLS) version 1.2 or higher encryption protocols. Alternate encryption protocols are acceptable only upon prior written approval by the Providing Agency.
- J. By signing the MOU, the representatives of the Providing Agency and Requesting Party, on behalf of the respective Parties, attest and ensure that the confidentiality of the information exchanged will be maintained.

VI. Compliance and Control Measures

A. Internal Control and Data Security Audit - This MOU is contingent upon the Requesting Party having appropriate internal controls in place at all times that data is being provided/received pursuant to this MOU to ensure that the data is protected from unauthorized access, distribution, use, modification, or disclosure. The Requesting Party must submit an Internal Control and Data Security Audit from a currently licensed Certified Public Accountant, on or before the first anniversary of the execution date of this MOU or within one hundred twenty (120) days from receipt of a request from the Providing Agency. Government agencies may submit the Internal Control and Data Security Audit from their Agency's Internal Auditor or Inspector General. The audit shall indicate that the internal controls governing the use and dissemination of personal data have been evaluated in light of the requirements of this MOU, and applicable laws and are adequate to protect the personal data from unauthorized access, distribution, use, modification, or disclosure. This includes both policies/procedures in place for personnel to follow and data security procedures/policies in place to protect personal data. The audit shall certify that the data security procedures/policies have been approved by a Risk Management IT Security Professional. The audit shall also certify that any and all deficiencies/issues found during the audit have been corrected and measures enacted to prevent recurrence. The audit must have an original signature of the CPA and the Requesting Party's agency head, owner, officer, or control person designated by Letter of Delegation to execute contracts/agreements on their behalf. The audit shall be sent via Certified U.S. Mail to the Providing Agency as set forth in Section XI, Notices.

B. Annual Certification Statement - The Requesting Party shall submit to the Providing Agency an annual statement indicating that the Requesting Party has evaluated and certifies that it has adequate

controls in place to protect the personal data from unauthorized access, distribution, use, modification, or disclosure, and is in full compliance with the requirements of this MOU and applicable laws. The Requesting Party shall submit this statement annually, within fifteen (15) business days after the anniversary of the execution date of this MOU. (NOTE: During any year in which an Internal Control and Data Security Audit is conducted, submission of the Internal Control and Data Security Audit may satisfy the requirement to submit an Annual Certification Statement.) Failure to timely submit the certification statement may result in an immediate termination of this MOU.

In addition, prior to expiration of this MOU, if the Requesting Party intends to enter into a new MOU, a certification statement attesting that appropriate controls remained in place during the final year of the MOU and are currently in place shall be required to be submitted to the Providing Agency prior to issuance of a new MOU.

- C. Misuse of Personal Information** – The Requesting Party must notify the Providing Agency in writing of any incident where it is suspected or confirmed that personal information has been compromised as a result of unauthorized access, distribution, use, modification, or disclosure, by any means, within five (5) business days of such discovery. The statement must be provided on the Requesting Party's letterhead and include each of the following: a brief summary of the incident; the outcome of the review; the date of the occurrence(s); the number of records compromised; the name or names of personnel responsible; whether disciplinary action or termination was rendered; and whether or not the persons whose personal information was compromised were notified. The statement shall also indicate the steps taken, or to be taken, by the Requesting Party to ensure that misuse of data does not continue or recur. This statement shall be mailed to the Providing Agency Bureau Chief of Records at the address indicated in XI, Notices A., above. (NOTE: If an incident involving breach of personal information did occur and the Requesting Party did not notify the owner(s) of the compromised records, the Requesting Party must indicate why notice was not provided.

In addition, the Requesting Party shall comply with the applicable provisions of Section 501.171, Florida Statutes, regarding data security and security breaches, and shall strictly comply and be solely responsible for adhering to the provisions regarding notice provided therein.

- D. Consumer Complaints** – The Requesting Party shall provide a point of contact for consumer complaints. In the event the Providing Agency receives a consumer complaint regarding misuse of DPPA protected information, the Requesting Party shall review and investigate the complaint. The Requesting Party shall provide its findings to the Providing Agency within fifteen (15) business days from the date they were notified by the Providing Agency.

Consumer Complaint Point of Contact Information:

Name: Rob Shelt

Email: Rshelt@pbcgov.org

Phone Number: (561)712-6605

- E. Control Records** - In the event a control record inserted into data received by the Requesting Party is used in a manner that does not comply with DPPA or state law, the Requesting Party shall conduct an investigation of any Third Party End Users who obtained the record from the Requesting Party. As part of this provision, the Requesting Party shall also retain the authority to require Third Party End Users to investigate the Downstream Entities' handling and distribution of data subject to DPPA

protection and to provide the results of the investigation to the Requesting Party. The Requesting party shall provide the results of the investigation(s) and the documents and information collected therein to the Providing Agency within fifteen (15) business days.

VII. Liquidated Damages

The Providing Agency reserves the right to impose liquidated damages upon the Requesting Party.

Failure by the Requesting Party to meet the established requirements of this MOU may result in the Providing Agency finding the Requesting Party to be out of compliance, and, all remedies provided in this MOU and under law, shall become available to the Providing Agency.

A. General Liquidated Damages

In the case of a breach or misuse of data due to non-compliance with DPPA, Sections 119.0712(2) and 501.171, Florida Statutes, or any other state laws designed to protect a driver's privacy and motor vehicle information, the Providing Agency may impose upon the Requesting Party liquidated damages of up to \$25.00 per record.

In imposing liquidated damages, the Providing Agency will consider various circumstances including, but not limited to:

1. The Requesting Party's history with complying with DPPA, Sections 119.0712(2) and 501.171, Florida Statutes, or any other state laws designed to protect a driver's privacy;
2. Whether the Requesting Party self-reported violations of this MOU to the Providing Agency prior to discovery by the Providing Agency;
3. Whether the Requesting Party violated this MOU over an extended period of time;
4. Whether the Requesting Party's violation of this MOU directly or indirectly resulted in injury, and the nature and extent of the injury;
5. The number of records involved or impacted by the violation of this MOU;
6. Whether, at the time of the violation, the Requesting Party had controls and procedures that were implemented and reasonably designed to prevent or detect violations of this MOU; and,
7. Whether the Requesting Party voluntarily made restitution or otherwise remedied or mitigated the harm caused by the violation of this MOU.

B. Corrective Action Plan (CAP)

1. If the Providing Agency determines that the Requesting Party is out of compliance with any of the provisions of this MOU and requires the Requesting Party to submit a CAP, the Providing Agency may require the Requesting Party to submit a Corrective Action Plan (CAP) within a specified timeframe. The CAP shall provide an opportunity for the Requesting Party to resolve deficiencies without the Providing Agency invoking more serious remedies, up to and including MOU termination.
2. In the event the Providing Agency identifies a violation of this MOU, or other non-compliance with this MOU, the Providing Agency shall notify the Requesting Party of the occurrence in writing. The Providing Agency shall provide the Requesting Party with a timeframe for corrections

to be made.

3. The Requesting Party shall respond by providing a CAP to the Providing Agency within the timeframe specified by the Providing Agency.
4. The Requesting Party shall implement the CAP only after the Providing Agency's approval.
5. The Providing Agency may require changes or a complete rewrite of the CAP and provide a specific deadline.
6. If the Requesting Party does not meet the standards established in the CAP within the agreed upon timeframe, the Requesting Party shall be in violation of the provisions of this MOU and shall be subject to liquidated damages and other remedies including termination of the MOU.

Except where otherwise specified, liquidated damages of \$25.00 per day may be imposed on the Requesting Party for each calendar day that the approved CAP is not implemented to the satisfaction of the Providing Agency.

VIII. Agreement Term

This MOU shall take effect upon the date of last signature by the Parties and shall remain in effect for three (3) years from this date unless terminated or cancelled in accordance with Section X, Termination and Suspension. Once executed, this MOU supersedes all previous agreements between the parties regarding the same subject matter.

IX. Amendments

This MOU incorporates all negotiations, interpretations, and understandings between the Parties regarding the same subject matter, and serves as the full and final expression of their agreement. This MOU may be amended by written agreement executed by and between both Parties. Any change, alteration, deletion, or addition to the terms set forth in this MOU, including to any of its attachments, must be by written agreement executed by the Parties in the same manner as this MOU was initially executed. If there are any conflicts in the amendments to this MOU, the last-executed amendment shall prevail. All provisions not in conflict with the amendment(s) shall remain in effect and are to be performed as specified in this MOU.

X. Termination and Suspension

- A. This MOU may be unilaterally terminated for cause by either party upon finding that the terms and conditions contained herein have been breached by the other party. Written notice of termination shall be provided to the breaching party; however, prior-written notice is not required and notice may be provided upon cessation of work under the agreement by the non-breaching party.
- B. In addition, this MOU is subject to unilateral suspension or termination by the Providing Agency without notice to the Requesting Party for failure of the Requesting Party to comply with any of the requirements of this MOU, or with any applicable state or federal laws, rules, or regulations, including, but not limited to, DPPA, Sections 119.0712(2) and 501.171, Florida Statutes, or any laws designed to protect driver privacy.
- C. This MOU may also be cancelled by either party, without penalty, upon thirty (30) business days advanced written notice to the other party. All obligations of either party under the MOU will remain in full force and effect during the thirty (30) business day notice period.

D. This MOU may be terminated by the Providing Agency if the Requesting Party, or any of its majority owners, officers or control persons are found by a court of competent jurisdiction to have violated any provision of any state or federal law governing the privacy and disclosure of personal information. This MOU may be terminated in the event any agreement/contract between the Requesting Party and any other state/state agency is terminated due to non-compliance with DPPA or data breaches, or any state laws designed to protect driver privacy. The Requesting Party will have 10 days from any action described above to provide mitigating information to the Providing Agency. If submitted timely, the Providing Agency will take the mitigation into account when determining whether termination of the MOU is warranted.

XI. Notices

Any notices required to be provided under this MOU shall be sent via Certified U.S. Mail and email to the following individuals:

For the Providing Agency:

Chief, Bureau of Records
2900 Apalachee Parkway
Tallahassee, Florida 32399
Tel: (850) 617-2702
Fax: (850) 617-5168
E-mail: DataListingUnit@flhsmv.gov

For the Requesting Party:

Requesting Party Point-of-Contact listed on the signature page.

XII. Additional Database Access/Subsequent MOU's

The Parties understand and acknowledge that this MOU entitles the Requesting Party to specific information included within the scope of this MOU. Should the Requesting Party wish to obtain access to other personal information not provided hereunder, the Requesting Party will be required to execute a subsequent MOU with the Providing Agency specific to the additional information requested. All MOU's granting access to personal information will contain the same clauses as are contained herein regarding audits, report submission, and the submission of Certification statements.

The Providing Agency is mindful of the costs that would be incurred if the Requesting Party was required to undergo multiple audits and to submit separate certifications, audits, and reports for each executed MOU. Accordingly, should the Requesting Party execute any subsequent MOU's with the Providing Agency for access to personal information while the instant MOU remains in effect, the Requesting Party may submit a written request, subject to Providing Agency approval, to submit one of each of the following covering all executed MOU's: Certification; Audit; and/or to have conducted one comprehensive audit addressing internal controls for all executed MOU's. The Providing Agency shall have the sole discretion to approve or deny such request in whole or in part or to subsequently rescind an approved request based upon the Requesting Party's compliance with this MOU and/or any negative audit findings.

XIII. Public Records Requirements

The Requesting Party agrees to comply with the following requirements of Florida's public records laws:

1. Keep and maintain public records required by the Providing Agency to perform the service.
2. Upon request from the Providing Agency's custodian of public records, provide the Providing Agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Requesting Party does not transfer the records to the Providing Agency.
4. Upon termination or expiration of the MOU, the Requesting Party agrees they shall cease disclosure or distribution of all data provided by the Providing Agency. In addition, the Requesting Party agrees that all data provided by the Providing Agency remains subject to the provisions contained in DPPA and Sections 119.0712 and 501.171, Florida Statutes.

IF THE REQUESTING PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE REQUESTING PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 617-3101, OGCFiling@flhsmv.gov, OFFICE OF GENERAL COUNSEL, 2900 APALACHEE PARKWAY, and STE. A432, TALLAHASSEE, FL 32399-0504.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS HEREOF, the Parties hereto, have executed this MOU by their duly authorized officials on the date(s) indicated below.

REQUESTING PARTY:

Palm Beach County Board of County Commissioners Consumer

Requesting Party Name
301 N. Olive Avenue
Street Address
1201
Suite
WPB FL 33401
City State Zip Code

BY:

Signature of Authorized Official
Melissa McKinlay
Printed/Typed Name
Mayor
Title
Date
MMcKinlay@pbcgov.org
Official Requesting Party Email Address
(561) 355-2206
Phone Number

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

By: Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: Assistant County Attorney

BUSINESS POINT-OF-CONTACT:

Rob Shelt
Printed/Typed Name
rshelt@pbcgov.org
Official Requesting Party Email Address
561-712-6605 / 561-712-6610
Phone Number Fax Number

TECHNICAL POINT-OF-CONTACT:

Gilbert Morales
Printed/Typed Name
Gmorales@pbcgov.org
Official Requesting Party Email Address
(561) 712-6611 / (561) 712-6610
Phone Number Fax Number

APPROVED AS TO TERMS AND
CONDITIONS

By: Stephanie Sejnoha, Director
Public Safety Department

PROVIDING AGENCY:

Florida Department of Highway Safety
and Motor Vehicles
Providing Agency Name
2900 Apalachee Parkway
Street Address
Suite
Tallahassee, Florida 32399
City State Zip Code

BY:

Signature of Authorized Official
Printed/Typed Name
Title
Date
Official Providing Agency Email Address
Phone Number

ATTACHMENT I

**FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES Request For
Exempt Personal Information In A Motor Vehicle/Driver License Record**

The Driver's Privacy Protection Act, 18 United States Code sections 2721("DPPA") makes personal information contained in motor vehicle or driver license records confidential and exempt from disclosure. Personal information in a motor vehicle or driver license record includes, but is not limited to, an individual's social security number, driver license or identification number, name, address and, medical or disability information. Personal information does not include information related to driving violations and driver status. Personal information from these records may only be released to individuals or organizations that qualify under one of the exemptions provided in DPPA, which are listed on the back of this form.

In lieu of completing this form, a request for information may be made in letter form (on company/agency letterhead, if appropriate) stating the type of information being requested, the DPPA exemption(s) under which the request is being made, a detailed description of the how the information will be used, and a statement that the information will not be used or redisclosed except as provided in DPPA. If the information is provided on letterhead it must include a statement that the information provided is true and correct, signed by the authorized official under penalty of perjury, and notarized.

I am a representative of an organization requesting personal information for one or more records as described below. I declare that my organization is qualified to obtain personal information under exemption number(s)

Melissa McKinlay, as listed on page 3 of this form.

I understand that I shall not use or redisclose this personal information except as provided in DPPA and that any use or redisclosure in violation of these statutes may subject me to criminal sanctions and civil liability.

Complete the following for each DPPA exemption being claimed. (attached additional page, if necessary):

DPPA Exemption Claimed:	Description of How Requesting Party Qualifies for Exemption:	Description of how Data will be used:
1	For use by any government agency in carrying out it's functions.	The information requested is required for our agency to carry out its function to evaluate applicants who wish to receive an I.D Badge and or vehicle decal for the purpose of driving a vehicle for hire/tow truck in palm beach, Florida. The data will provide part of the information needed for each person's assessment based on our palm Beach County Code of Ordinances, Article VIII - Tow Truck Section 19-199 (a)(3) and Article IX - Vehicles for Hire section 19-227(a)(3). The assessment and licensing is required to protect the health and safety of the citizens of Palm Beach County.

Obtaining personal information under false pretenses is a state and federal crime. Under penalties of perjury, I declare that I have read the foregoing Request For Exempt Personal Information in A Motor Vehicle/Driver License Record and that the facts stated in it are true and correct.

Signature of Authorized Official

Melissa McKinlay

Printed Name

Date

STATE OF Florida
COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____.

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

NOTARY PUBLIC (print name)

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

By: _____
Deputy Clerk

Mayor

Title

Palm Beach County Board of County Commissioners Consumer Affairs Division

Name of Agency/Entity

NOTARY PUBLIC (sign name)
My Commission Expires: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: Sejnoha
Stephanie Sejnoha, Director
Public Safety Department

Pursuant to section 119.0712(2), F. S., personal information in motor vehicle and driver license records can be released for the following purposes, as outlined in 18 United States Code, section 2721.

Personal information referred to in subsection (a) shall be disclosed for use in connection with matters of motor vehicle or driver safety and theft, motor vehicle emissions, motor vehicle product alterations, recalls, or advisories, performance monitoring of motor vehicles and dealers by motor vehicle manufacturers, and removal of non-owner records from the original owner records of motor vehicle manufacturers to carry out the purposes of titles I and IV of the Anti Car Theft Act of 1992, the Automobile Information Disclosure Act (15 U.S.C. 1231 et seq.), the Clean Air Act (42 U.S.C. 7401 et seq.), and chapters 301, 305, and 321-331 of title 49, and, subject to subsection (a)(2), may be disclosed as follows.

1. For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions.
2. For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts and dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.
3. For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only -
(a) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
(b) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
4. For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court.
5. For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.
6. For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating or underwriting.
7. For use in providing notice to the owners of towed or impounded vehicles.
8. For use by any licensed private investigative agency or licensed security service for any purpose permitted under this subsection.
9. For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under chapter 313 of title 49.
10. For use in connection with the operation of private toll transportation facilities.
11. For any other use in response to requests for individual motor vehicle records if the State has obtained the express consent of the person to whom such personal information pertains.
12. For bulk distribution for surveys, marketing or solicitations if the State has obtained the express consent of the person to whom such personal information pertains.
13. For use by any requester, if the requester demonstrates it has obtained the written consent of the individual to whom the information pertains.
14. For any other use specifically authorized under the law of the State that holds the record, if such use is related to the operation of a motor vehicle or public safety.

DATA ACCESS SPECIFICATIONS

ATTACHMENT II –Jobs and Processes Selected

Mode of Access	Type of Data Requested		Statutory Fees (subject to change by the Legislature)
Batch/Email/CD*		DL data	\$0.01/record, per S 322.20, F. S.
		MV data	\$0.01/record, per S 320.05, F.S.
		DL Status	\$0.01, \$0.50, \$2.00/record, per S 320.05, F.S.
		MV Status/MV Record	\$0.01, \$0.50, \$2.00/record, per S 320.05, F.S.
		DL Record Search with Transcript	\$0.01, \$8.00, \$10.00, \$2.00/record, per S 322.20, F.S.
		DL Transcript (3 year)	\$8.00/record, per s. 322.20, F.S.
		DL Transcript (7 Year or Complete)	\$10.00/record, per s. 322.20, F.S.
			No charge
		IP Address(es) _____	
Driver Transcript Web Service			
		DL Transcript (3 year)	\$8.00/record, per s. 322.20, F.S.
	X	DL Transcript (7 Year or Complete)	X \$10.00/record, per s. 322.20, F.S.
			No charge
Public Access Web Service		DL Status	\$0.50/record, per s. 320.05, F.S.
		MV Record	\$0.50/record, per s. 320.05, F.S.
		Insurance Record	\$0.50/record, per s. 320.05, F.S.
		Parking Permit Record	\$0.50/record, per s. 320.05, F.S.
			No charge
Web Service/ Batch		Residency Verification	No charge



Terry L. Rhodes
Executive Director

2900 Apalachee Parkway
Tallahassee, Florida 32399-0500
www.flhsmv.gov

CERTIFICATION STATEMENT

Under penalty of perjury I have read the requirements contained in the Memorandum of Understanding, Florida Administrative Code 74-2, and the Department of Highway Safety and Motor Vehicles Vendor IT Security Policy and declare that the following is true:

The Requesting Party (name of entity) hereby certifies that the Requesting Party has appropriate internal controls in place to ensure that the data is protected from unauthorized access, distribution, use, modification, or disclosure. This includes policies/procedures in place for both personnel to follow and data security procedures/policies to protect personal data. The data security procedures/policies have been approved by a Risk Management IT Security Professional.

STATE OF FLORIDA
COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____.

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

NOTARY PUBLIC (print name)

NOTARY PUBLIC (sign name)
My Commission Expires: _____

Signature

Melissa McKinlay

Printed Name

Mayor

Title

4-17-18

Date

Palm Beach County Board of County Commissioners Consumer Affairs Division

NAME OF AGENCY
(02/2018)

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: Sejnoha
Stephanie Sejnoha, Director
Public Safety Department

• Service • Integrity • Courtesy • Professionalism • Innovation • Excellence •
An Equal Opportunity Employer



Terry L. Rhodes
Executive Director

2900 Apalachee Parkway
Tallahassee, Florida 32399-0500
www.flhsmv.gov

Data Access Application

Prior to executing the Memorandum of Understanding (MOU) for Driver License and/or Motor Vehicle Data Exchange, the Requesting Party is required to complete this application. Please use additional pages as necessary.

1. In the last ten (10) years, has any agreement/contract between the Requesting Party and any other State/State Agency been terminated due to non-compliance with DPPA, data breaches, or any state laws relating to the protection of driver privacy? Yes ☐ No ☒ If yes, please explain and supply certified copies of the pertinent documents:
2. In the last ten (10) years, has any State/State Agency declined to enter into an agreement/contract with the Requesting Party to provide DPPA protected data? Yes ☐ No ☒ If yes, please explain:
3. Is there any pending litigation against the Requesting Party alleging violations of DPPA or any state law relating to the protection of driver privacy? Yes ☐ No ☒ If yes, please explain and provide a certified copy of the pertinent court documents:
4. In the last ten (10) years, has there been any instance where the Requesting Party has been found guilty or liable by a court of competent jurisdiction for misuse of data under DPPA or under any state law relating to the protection of driver privacy? Yes ☐ No ☒ If yes, please explain and provide certified copies of the pertinent documents:

(01/2017)

• Service • Integrity • Courtesy • Professionalism • Innovation • Excellence •
An Equal Opportunity Employer

5. In the last ten (10) years, has there been any instance where an owner, officer, or control person¹ of the Requesting Party who owned a majority interest in, or acted as a control person of, an entity that was found guilty or liable by a court of competent jurisdiction for misuse of data under DPPA or under any state law relating to the protection of driver privacy? Yes ☐ No ☒ If yes, please explain and provide certified copies of the pertinent documents:
6. In the last ten (10) years, has there been any breach of security as defined by Section 501.171, Florida Statutes? Yes ☐ No ☒ If yes, provide details of each breach and discuss all safeguards implemented as a result of the breach of security:
7. How you will ensure that all personnel with access to the information exchanged under the terms of the MOU are instructed of, and acknowledge their understanding of, the confidential nature of the information?

Personnel will be trained and will sign a letter acknowledging the confidential nature of Info.

8. Please provide the URL to your company or agency's website that will be used to provide access to the data being requested: <http://pbcd/drt/>

In addition, the following documents are required:

- A copy of your business license.
- A copy of your State of Florida corporation licensure or certification.
- If providing services on behalf of a government entity, provide the supporting documentation to show or prove you are entitled to the DPPA exemption claimed. For example, a letter from each entity confirming the type of service being provided and/or an agreement with an entity authorizing you to conduct services.

¹ Control Person, for these purposes, means the power, directly or indirectly, to direct the management or policies of a company, whether through the ownership of securities, by contract, or otherwise. Any person that (i) is a director, general partner, or officer exercising executive responsibility (or having similar status or functions); (ii) directly or indirectly has the right to vote 25% or more of a class of a voting security or has the power to sell or direct the sale of 25% or more of a class of voting securities; or (iii) in the case of a partnership, has the right to receive upon dissolution, or has contributed, 25% or more of the capital, is presumed to control that company.

Under penalty of perjury, I affirm that the information provided in this document is true and correct.

Signature of Authorized Official

Melissa McKinlay

Printed/Typed Name

Mayor

Title

Date

Palm Beach County Board of County Commissioners Consumer Affairs Division

NAME OF AGENCY/ENTITY

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: Stephanie Sejnoha
Stephanie Sejnoha, Director
Public Safety Department

STATE OF Florida
COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by
_____.

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

NOTARY PUBLIC (print name)

NOTARY PUBLIC (sign name)
My Commission Expires: _____



Terry L. Rhodes
Executive Director

2900 Apalachee Parkway
Tallahassee, Florida 32399-0500
www.flhsmv.gov

Data Access Technical Specifications Questionnaire
Agency: Palm Beach County Consumer Affairs Division

- I. **Access Method or Condition.** The Requesting Party shall attest to their respective statutory eligibility by completing the Florida Department of Highway Safety and Motor Vehicles Request for Exempt Personal information in a Driver License/Motor Vehicle Record form.
- II. **Access Specifications.** Please provide a description of the specific data being requested, the statutory authority/DPPA exemption, and which method of receiving the data is being requested in the space below:

Description of specific data needed	Description of specific use of data, to include statutory and/or DPPA authority to receive data.
1. DL Validity 2. Length of time DL has been valid. 3. Lifetime driving record history.	Pursuant to section 119.0712(2), F. S., personal information in motor vehicle and driver license records can be released for the following purposes, as outlined in 18 United States Code, section 2721. 1. For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions.

III. **Method of receiving/accessing data:**

Public Access / Web service: This service provides basic driver information and eligibility. It also provides motor vehicle information. This service is available to private agencies for \$0.50 per record search and is at no charge for governmental agencies.

Driver Transcript / Web Service: 3 year, 7 year and complete driver license transcripts are available through this service. This service is available to private, city and county agencies for \$8.00 for a 3 year transcript and \$10.00 for a 7 year or complete transcript per record. Transcripts are provided at no charge to law enforcement agency, federal and state agencies.

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An Equal Opportunity Employer

The requestor’s software communicates with our software over the Internet; The API specification for the driver transcripts and public access web service can be found within the following URL: <https://betaservices.flhsmv.gov/transcripts/> and URL: <https://betaservices.flhsmv.gov/PublicAccess/>. Access is by a user id and a password. There is no web page, as such, for the user.

Batch/FTP: The requestor submits a file with multiple records that they want matched through a standard file transfer protocol (SFTP) from their server to one of ours. Our processes pulls the file, run a program or series of programs, and return matching records or records meeting established criteria by FTP for the requestor to pick up. Driver license transcripts, DL status check, motor vehicle records, can be provided in this process also. Note: the requesting party must transition to web services as they become available for these processes.

We have different kinds of FTP processes to suit your various needs. A few are listed below.

DMS485 - This program provides a driver transcript. This program reviews each record and returns transcripts for only those driver records who have had a sanction or a conviction added onto their record within the past 1, 3, 6,12 24 or 36 month (lookback) period. A transcript will NOT be returned on those drivers who do not meet the above criteria. Transcripts requested can be (\$8.00) 3 year, (\$10.00) 7 year or (\$10.00) complete; \$2.00 for record not found and \$0.01 for a DL# not meeting the criteria.

DSS600/605 - This does not provide a driver transcript but will provide pertinent information only on those drivers whose status is ineligible. You will receive such information as the type of sanction, reason, and effective date. A response will not be given on eligible drivers. License type is NOT provided in the output file. A fee of .50 for each inquiry whose status is ineligible and a fee of .01 for all drivers whose status is eligible. This service is free to all government agencies.

DTR060 - Driver license transcript programs/ Returns transcripts on all DL# provided, no criteria set. This service is available to private entities, city, county and governmental agencies for \$8.00 for a 3 year transcript and \$10.00 for a 7 year or complete transcript per record. Transcripts are at no charge to LEA, federal and state agencies.

DL/MV database - We also provide a Driver License and Motor Vehicle Database for \$0.01 per record, with weekly or monthly updates.

Payment process: Automatic debits to your bank account will be made whenever the services are utilized. Prior to setup for above services, a debit authorization form should be completed by you and your banking institution and returned to us. This will allow DHSMV to debit your account. Please note that there is no other method of payment when utilizing the above services for a charge.

Entity or Agency name:

301 N. Olive Avenue

Entity or Agency Address:

1201

City, State, Zip:

West Palm Beach, Florida, 33401

Signature of Authorized Official

Printed/Typed Name

Melissa Mckinlay

Title

Mayor

Date

E-Mail Address

MMckinlay@pbcgov.org

Phone Number

(561) 355-2206

Fax Number

Web Application Access

Contact information of the person and serves as liaison for DHSMV

Rob Shelt

Printed/typed Name

rshelt@pbcgov.org

E-Mail Address

561-712-6605

ATTEST:

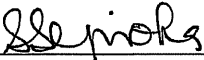
SHARON R. BOCK
CLERK AND COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Stephanie Sejnoha, Director
Public Safety Department

Phone Number

If you are not a governmental agency, please include the company's articles of incorporation or certificate with the Florida Division of Corporations along with FEIN number