



**MEMORANDUM OF UNDERSTANDING
FOR LAW ENFORCEMENT AGENCY ACCESS TO
DRIVER AND VEHICLE INFORMATION DATABASE SYSTEM (DAVID)
Contract Number HSMV- 024-17**

This Memorandum of Understanding (MOU) is made and entered into by and between City of North Port, 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 law enforcement agency operating under the laws and authority of the state of Florida. As a law enforcement agency, 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 law enforcement and prosecutorial 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. Law Enforcement Agency – Any state, county or city law enforcement agency, and state attorney offices operating under the laws and authority of the state of Florida.
- 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 law enforcement agency that is expressly authorized by Section 119.0712(2), 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 other law enforcement, 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 – J, 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. Cooperate with the Providing Agency in Field Audits conducted pursuant to Section VI. B., below.
13. Timely submit the reports and statements required in Section VI. Compliance and Control Measures, below.

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 71A-1.005, 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 security policies shall be made available to Requesting Party.
- E. When printed information from DAVID has met record retention, it shall be destroyed by cross-cut shredding or incineration in accordance with Florida law.
- F. The Requesting Party shall maintain a list of all persons authorized within the agency to access DAVID information. The list will not be provided to the Providing Agency, but shall be subject to viewing during any field audit conducted by the Providing Agency or in the event of a violation under Section VI., D, of this MOU for the purposes of ascertaining whether the person or persons involved have been removed from the list or have otherwise had their DAVID access modified or limited.
- 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 system 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. **Field Audits** – Field audits shall be conducted by the Providing Agency in order to ensure that MOU requirements concerning internal controls are being met. Field audits shall be conducted on-site by Providing Agency employees, who shall be designated as "Field Liaisons" for the purposes of this MOU. Field Liaisons shall be geographically located throughout the state. The Requesting Party shall cooperate with the Field Liaisons in conducting field audits by granting access to systems and records related to this MOU and assigning appropriate personnel to respond to information requests.

Audits shall be conducted a minimum of once, every two years. Field Liaisons shall contact the POC in order to schedule the audit. At the completion of the audit, the Field Liaison will complete a report and provide a copy to the Requesting Party within ninety (90) days of the audit date. Should the audit report

conclude that deficiencies or issues exist in regard to the Requesting Party's internal controls, or access to or use of DAVID information, Providing Agency reserves the right to take, based upon the nature of the deficiencies/issues found, any or all of the following actions: audit more frequently than once, every two years; and/or suspend or terminate Requesting Party's access to DAVID information until such time as Requesting Party submits proof satisfactory to the Providing Agency that the deficiencies/issues have been corrected.

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 no later than 45 days after receipt of the audit report referenced in subsection B., above. The Attestation shall indicate that the internal controls over personal data have been reviewed and evaluated in light of the audit findings and are adequate to protect the personal data from unauthorized access, distribution, use, modification, or disclosure. The Attestation shall also certify that any and all deficiencies/issues found during the audit have been corrected and measures enacted to prevent recurrence. The Providing Agency may extend the time for submission of the Attestation upon written request by the Requesting Party. The Attestation must have an original signature of the Chief, Sheriff, or State Attorney, or person designated by Letter of Delegation to execute contracts/agreements on their behalf, 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 a Field Audit is conducted, submission of the Internal Control Attestation may satisfy the requirement to submit an Annual Certification Statement.) Failure to timely submit the certification statement may result in an immediate field audit and, based upon the findings of the audit, 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 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 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 Section VI. C., 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

A 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 REQUESTING PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE REQUESTING PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATED TO THIS MOU, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850) 617-3101, JENNIFERCLARK@FLHSMV.GOV, OFFICE OF GENERAL COUNSEL, 2900 APALACHEE PARKWAY, STE. A432, TALLAHASSEE, FL 32399-0504.

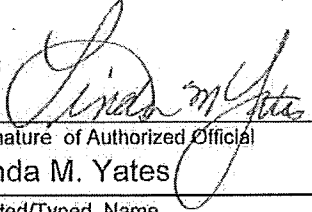
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IN WITNESS HEREOF, the Parties hereto, have executed this Agreement by their duly authorized officials on the date(s) indicated below.

REQUESTING PARTY:

City of North Port
Agency Name
4980 City Hall Boulevard
Street Address

Suite
North Port FL 34286
City State Zip Code

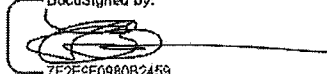
BY: 
Signature of Authorized Official
Linda M. Yates
Printed/Typed Name
Mayor
Title

11/22/16
Date
lyates@cityofnorthport.com
Official Agency Email Address
(941) 429-7072
Phone Number


Agency Point-of-Contact:
Rejean Drapeau
Printed/Typed Name
rdrapeau@northportpd.com
Official Agency Email Address
(941) 429-7357 1
Phone Number Fax Number


PROVIDING AGENCY:

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

DocuSigned by:

7E2E9F0980B2459
Signature of Authorized Official
Lisa M. Bassett
Printed/Typed Name
Chief, Bureau of Purchasing and Contracts
Title

Date


Approved as to form and correctness
Mark Moriarty

ATTEST:

Patsy C. Adkins, MMC
City Clerk



Florida Department of Highway Safety and Motor Vehicles

Contract / Agreement Review

DHSMV Contract No.: HSMV-0214-17 Division: Motorist Services Date: 12/12/2016

Contractor Name: City of North Port

Contract Summary: Replacing Previous MOU HSMV 0384-15 (exp:12/16/2017)

This MOU is a previously approved template that was sent to the other party prior to November 4 and was returned for

Total Cost / Revenue: 0.0 or No Cost Term: six years

Contract Manager: Patrick Lineberry Phone: 850-617-2805

New Agreement signature after the PR group email address was implemented

New Contract (Procurement) Terminate previous MOU upon approval of new MOU

Procurement Method: ITB RFP ITN RFQ Single Source Informal Quote

Exempt per _____, Florida Statutes Not Required

Renewal Amendment

Settlement Agreement New / Revised Template

Approvals

Comments

<p>Division Director(s)</p> <p>DocuSigned by: Signature: <u>Robert Synoch</u> Date: <u>12/12/2016</u> <small>0A2EFD0A17A0E408...</small></p> <p>Signature: _____ Date: _____</p>	
<p>Budget</p> <p>DocuSigned by: Signature: <u>Susan Carey</u> Date: _____ <small>7BD6B4036905431...</small></p> <p><input checked="" type="checkbox"/> If checked, budgetary review/approval is not required as funds are not expended under this Contract/Agreement.</p>	No Cost or Revenue Impact
<p>Accounting</p> <p>DocuSigned by: Signature: <u>[Signature]</u> Date: _____ <small>C98ACEAF33244DF...</small></p> <p><input checked="" type="checkbox"/> If checked, as funds are not received</p>	
<p>Information Services</p> <p>DocuSigned by: Signature: <u>Clayton B. Dickerson-Walden</u> Date: _____ <small>30156DFB955A473...</small></p> <p><input checked="" type="checkbox"/> If checked, Contract/Agreement does not impact information systems.</p>	
<p>Legal</p> <p>DocuSigned by: Signature: <u>Hale Olenick</u> Date: <u>1/23/2017</u> <small>6935D80BC93F4FC...</small></p> <p><input checked="" type="checkbox"/> If checked, legal review/approval is not required as the document is a previously-approved boilerplate</p>	
<p>Purchasing & Contracts</p> <p>DocuSigned by: Signature: <u>[Signature]</u> Date: <u>12/13/2016</u> <small>1E2EFD906B2439...</small></p>	
<p>Administrative Services</p> <p>DocuSigned by: Signature: <u>Kelley Scott</u> Date: <u>12/18/2016</u> <small>B33CAC20C201454...</small></p>	
<p>Deputy Executive Director</p> <p>Signature: _____ Date: _____</p> <p><input checked="" type="checkbox"/> If checked, review/approval by Deputy Executive Director is not required as the Contract/Agreement.</p>	
<p>Chief of Staff / Executive Director</p> <p>DocuSigned by: Signature: <u>Jamie DeLoach</u> Date: <u>12/22/2016</u> <small>65149CR7AAR248E</small></p>	

Memorandum of Understanding (MOU) – Item check list

Agency Name: City of North Port

Documentation of current licensure or certification from resident state of corporation

- Reviewed copy of requestor’s business license.
- In state corporation status obtained from www.sunbiz.org.
- Or
- Out of State Corporation licensure or certification submitted by requestor (attached).
- Reviewed requestor’s website at _____ comparing DPPA exemption claimed to the business needs or services provided to third parties.
- If vendor is acting on behalf of a government agency, a letter of authority is attached.
- This is a government/law enforcement agency.

Memorandum of Understanding

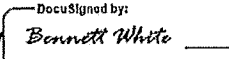
- Current forms have been provided.
- Requestor has provided appropriate signatures.
- Letter of delegation is required if signed by other than authorized official.

Form 90615 (DPPA)

- Current version of form has been provided.

Debit Authorization Form

- Account/Routing number is provided.
- An appropriate signature is provided.
- Copy of form provided to Revenue.
- N/A

Reviewed by  _____
DocuSigned by:
Bennett White
4946278DE3B49A
BENNETT White
 Bureau of Records

Date: 12/12/2016

ATTACHMENT 1

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 2721-2725 ("DPPA"), makes personal information contained in motor vehicle or driver license records confidential and exempt from disclosure. Personal information in a motor vehicle record includes, but is not limited to, an individual's social security number, driver license or identification number, name, address, telephone number, medical or disability information, and emergency contact information. Personal information does not include information related to vehicular crash data (such as occurrence of a crash, speed, vehicle identity, alcohol use, location, and cause of crash), driving violations, and driver status. Personal information from these records may only be released to individuals or organizations that qualify under one of the exceptions provided in DPPA, which are listed on the back of this form. A request for information may be made in letter form (on company/agency letterhead, if appropriate) stating the nature of the request, the exception under which the request is made, the use of the information, and a statement that the information will not be used or redisclosed except as provided in DPPA, or by completing the information below.

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 exception number 2 as listed on the reverse side of this form.

I understand that I may 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.

The information will be used as follows (attached additional page, if necessary):

LAW ENFORCEMENT PURPOSES BY THE POLICE DEPARTMENT ONLY

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.

DRIVER PRIVACY PROTECTION ACT EXEMPTIONS

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. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. For use in providing notice to the owners of towed or impounded vehicles.
9. For use by any licensed private investigative agency or licensed security service for any purpose permitted under this subsection.
10. 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.
11. For use in connection with the operation of private toll transportation facilities.
12. 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.
13. 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.
14. For use by any requester, if the requester demonstrates it has obtained the written consent of the individual to whom the information pertains.
15. 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.

Certificate Of Completion

Envelope Id: C079A969C6584EABAAEBD8CB5DA3FCCC Status: Declined
 Subject: Please DocuSign these documents: PREVIOUS Data Exchange MOU Coversheet, MOU Checklist - DocuSign....
 Source Envelope:
 Document Pages: 14 Signatures: 10 Envelope Originator:
 Supplemental Document Pages: 0 Initials: 0 Patrick Lineberry
 Certificate Pages: 8
 AutoNav: Enabled Payments: 0 PO Box 6669
 EnvelopeId Stamping: Enabled Portland, OR 97228
 Time Zone: (UTC-05:00) Eastern Time (US & patricklineberry@flhsmv.gov
 Canada) IP Address: 207.156.9.1

Record Tracking

Status: Original Holder: Patrick Lineberry Location: DocuSign
 12/8/2016 patricklineberry@flhsmv.gov

Signer Events

Bennett White
 Bennettwhite@flhsmv.gov
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:
Bennett White
 4946228DE3BF4BA...

Timestamp

Sent: 12/8/2016
 Viewed: 12/8/2016
 Signed: 12/12/2016

Using IP Address: 207.156.9.1

Electronic Record and Signature Disclosure:
 Accepted: 12/8/2016
 ID: 38790867-41b2-4445-b213-9e2670aaf77a

Robert Kynoch
 RobertKynoch@flhsmv.gov
 Director of Motorist Services
 FL Dept HSMV
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:
Robert Kynoch
 0A2EF6A47ABE488...

Sent: 12/12/2016
 Viewed: 12/12/2016
 Signed: 12/12/2016

Using IP Address: 207.156.9.1

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign
 ID:

danielle
 daniellenesbeth@flhsmv.gov
 Security Level: Email, Account Authentication
 (None)

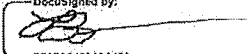
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Sent: 12/12/2016
 Resent: 12/14/2016
 Viewed: 12/12/2016
 Signed: 12/14/2016

Using IP Address: 207.156.9.1

Electronic Record and Signature Disclosure:
 Accepted: 12/14/2016
 ID: 7127d7dc-2138-454d-8c68-61b6f6e013b1

Lisa Bassett
 LisaBassett@flhsmv.gov
 Chief of Purchasing and Contracts
 FL Dept HSMV
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 7E2E9F099062459...

Sent: 12/12/2016
 Viewed: 12/13/2016
 Signed: 12/13/2016

Using IP Address: 207.156.9.1

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign
 ID:

Signer Events

Kelley Scott
KelleyScott@flhsmv.gov
Div Dir DAS
Florida Department of Highway Safety and Motor
Vehicles
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Signature

DocuSigned by:
Kelley Scott
6330CAC89C201454

Using IP Address: 199.254.100.18

Timestamp

Sent: 12/14/2016
Viewed: 12/18/2016
Signed: 12/18/2016

Susan Carey
SusanCarey@flhsmv.gov
Chief Financial Officer
FL Dept HSMV
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

DocuSigned by:
Susan Carey
78DBE403605431

Using IP Address: 207.156.9.1

Sent: 12/14/2016
Viewed: 12/14/2016
Signed: 12/14/2016
Freeform Signing

Steve Burch
Steveburch@flhsmv.gov
Chief of Accounting
FL Dept HSMV
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

DocuSigned by:
SB
C68ACEAF33244DF

Using IP Address: 174.227.11.109
Signed using mobile

Sent: 12/18/2016
Viewed: 12/18/2016
Signed: 12/18/2016
Freeform Signing

Jamie DeLoach
JamieDeLoach@flhsmv.gov
Chief of Staff NKB
Florida Department of Highway Safety and Motor
Vehicles
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

DocuSigned by:
Jamie DeLoach
50149057A52466

Using IP Address: 207.156.9.1

Sent: 12/18/2016
Viewed: 12/22/2016
Signed: 12/22/2016

Jennifer Mundhenk
JenniferMundhenk@flhsmv.gov
Contract Admin Purchasing & Contracts
Florida Department of Highway Safety and Motor
Vehicles
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Completed

Using IP Address: 207.156.9.1

Sent: 12/22/2016
Viewed: 12/29/2016
Signed: 12/29/2016

Clayton B. Dickerson-Walden
BoydDickerson-Walden@flhsmv.gov
Director of Informational Services
FL Dept HSMV
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

DocuSigned by:
Clayton B. Dickerson-Walden
30165DFE855A473

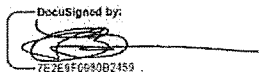
Using IP Address: 207.156.9.1

Sent: 12/22/2016
Viewed: 12/23/2016
Signed: 12/23/2016
Freeform Signing

Signer Events

Lisa M. Bassett
LisaBassett@flhsmv.gov
Chief of Purchasing and Contracts
FL Dept HSMV
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Signature

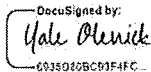
DocuSigned by:

7E2E9F0990B2459

Using IP Address: 207.156.9.1

Timestamp

Sent: 12/29/2016
Viewed: 1/4/2017
Signed: 1/4/2017
Freeform Signing

Yale Olenick
YaleOlenick@flhsmv.gov
Senior Attorney - Legal
Florida Department of Highway Safety and Motor Vehicles
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 7/29/2016
ID: 0420d552-cfc6-4a99-af81-85d591f1e0a0

DocuSigned by:

6035020BC90F4FC

Using IP Address: 207.156.9.1

Sent: 12/29/2016
Viewed: 12/29/2016
Signed: 1/23/2017
Freeform Signing

Lisa Bassett
LisaBassett@flhsmv.gov
Chief of Purchasing and Contracts
FL Dept HSMV
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Declined
Decline Reason: Already signed. Not sure why this showed up again.

Sent: 1/23/2017
Viewed: 1/23/2017
Declined: 1/23/2017

Kelley Scott
KelleyScott@flhsmv.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Jamie DeLoach
JamieDeLoach@flhsmv.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Jennifer Mundhenk
JenniferMundhenk@flhsmv.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Lisa M. Bassett
LisaBassett@flhsmv.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

In Person Signer Events **Signature** **Timestamp**

Editor Delivery Events **Status** **Timestamp**

Agent Delivery Events **Status** **Timestamp**

Intermediary Delivery Events **Status** **Timestamp**

Certified Delivery Events **Status** **Timestamp**

Carbon Copy Events **Status** **Timestamp**

Reid Cunningham
ReidCunningham@flhsmv.gov
Budget Specialist
FL Dept HSMV
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Accepted: 1/8/2016
 ID: 7ec7ba52-6630-42aa-8a0c-9532566d9c14

COPIED

Sent: 12/12/2016

Audrey Littlefield
AudreyLittlefield@flhsmv.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign
 ID:

COPIED

Sent: 12/29/2016
Viewed: 12/29/2016

Data Listing Unit
DataListingUnit@flhsmv.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign
 ID:

COPIED

Sent: 1/23/2017
Viewed: 1/23/2017

Linda Yates
lyates@cityofnorthport.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign
 ID:

COPIED

Sent: 1/23/2017

Data Listing Unit
DataListingUnit@flhsmv.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign
 ID:

Linda Yates
lyates@cityofnorthport.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign
 ID:

Notary Events **Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/23/2017

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, FL Dept HSMV (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact FL Dept HSMV:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: lindaperry@flhsmv.gov

To advise FL Dept HSMV of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at lindaperry@flhsmv.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from FL Dept HSMV

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to lindaperry@flhsmv.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with FL Dept HSMV

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to lindaperry@flhsmv.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify FL Dept HSMV as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by FL Dept HSMV during the course of my relationship with you.



Florida Department of Highway Safety and Motor Vehicles

Contract / Agreement Review

DHSMV Contract No.: Revised Amendment Division: Motorist Services Date: 11/14/2018

Contractor Name: Data Exchange Contractors

Contract Summary: Amendment to update Federal language

RUSH

Total Cost / Revenue: N/A or No Cost Term: N/A

Contract Manager: Mike Sarvis Phone: 617-2586

New Agreement

New Contract (Procurement)

Procurement Method: ITB RFP ITN RFQ Single Source Informal Quote
 Exempt per _____, Florida Statutes Not Required

Renewal

Amendment


DocuSigned by:
Jaime Briggs
11/14/2018 5:47:58 PM

Settlement Agreement

New / Revised Template

Approvals

Comments

<p>Division Director(s)</p> <p>Signature <small>DocuSigned by:</small> Robert Kynoch Date: 11/15/2018</p> <p>Signature <small>DocuSigned by:</small> Stephanie D. Duhart Date: 11/14/2018</p>	
<p>Budget</p> <p>Signature: _____ Date: _____</p> <p><input checked="" type="checkbox"/> If checked, budgetary review/approval is not required as funds are not expended under this Contract/Agreement.</p>	
<p>Accounting</p> <p>Signature: _____ Date: _____</p> <p><input checked="" type="checkbox"/> If checked, accounting review/approval is not required as funds are not received or obligated under this Contract/Agreement.</p>	
<p>Information Services</p> <p>Signature: _____ Date: _____</p> <p><input checked="" type="checkbox"/> If checked, ISA review/approval is not required as this Contract/Agreement does not impact information systems.</p>	
<p>Legal</p> <p>Signature <small>DocuSigned by:</small> Jonathan P. Sanford Date: 11/17/2018</p> <p><input type="checkbox"/> If checked, review/approval is not required as the document is a previously-approved boilerplate</p>	
<p>Purchasing & Contracts</p> <p>Signature <small>DocuSigned by:</small> _____ Date: 11/18/2018</p>	<p><small>DocuSigned by:</small>  11/18/2018 5:59</p>
<p>Administrative Services</p> <p>Signature <small>DocuSigned by:</small> Kelley Scott Date: 11/19/2018</p>	
<p>Deputy Executive Director Currently Vacant</p> <p>Signature: _____ Date: _____</p> <p><input checked="" type="checkbox"/> If checked, review/approval by Deputy Executive Director is not required as the Contract/Agreement is either an approved template or does not fall under the Deputy Executive Director's areas of responsibility.</p>	
<p>Chief of Staff / Executive Director</p> <p>Signature <small>DocuSigned by:</small> Jennifer Langston Date: 11/19/2018</p>	

From: [Kynoch, Robert](#)
To: [Duhart, Stephanie](#); [Collins, Trey](#); [Briggs, Jaime](#)
Cc: [White, Bennett](#); [Sarvis, Michael](#); [Parramore, Becky](#)
Subject: RE: DAVID MOUs
Date: Tuesday, December 18, 2018 8:51:07 AM

Trey:

I delegate my authority to sign the DAVID MOU "death file amendments" to Chief Stephanie Duhart.

Thank you.

Robert

Robert Kynoch
Director, Motorist Services
Florida Department of Highway Safety and Motor Vehicles
2900 Apalachee Parkway
Tallahassee, FL 32399-0500
Telephone 850-617-2600

From: Duhart, Stephanie <StephanieDuhart@flhsmv.gov>
Sent: Tuesday, December 18, 2018 8:36 AM
To: Kynoch, Robert <RobertKynoch@flhsmv.gov>; Collins, Trey <TreyCollins@flhsmv.gov>; Briggs, Jaime <JaimeBriggs@flhsmv.gov>
Cc: White, Bennett <BennettWhite@flhsmv.gov>; Sarvis, Michael <MichaelSarvis@flhsmv.gov>; Parramore, Becky <BeckyParramore@flhsmv.gov>
Subject: FW: DAVID MOUs

Can you send something a little more formal to purchasing, delegating your authority to me for the death file amendments?

Staff will need to attach that delegation to the documents in DocuSign, and I'll be able to sign on your behalf.

Purchasing has changed the routing template for future ones.

Bennett/Mike, please be advised of the change. Purchasing staff can work with your folks to assist with the others that have gone through to Robert.

Thanks,

Steph

From: Parramore, Becky
Sent: Tuesday, December 18, 2018 8:22 AM
To: Duhart, Stephanie <StephanieDuhart@flhsmv.gov>; Briggs, Jaime <JaimeBriggs@flhsmv.gov>
Cc: Collins, Trey <TreyCollins@flhsmv.gov>
Subject: RE: DAVID MOUs

**AMENDMENT NO. 1
TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
AND
CITY OF NORTH PORT**

THIS AMENDMENT NO. 1, is made to the MEMORANDUM OF UNDERSTANDING (MOU) between the FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES, hereinafter referred to as "Providing Agency" or "Department," and CITY OF NORTH PORT, hereinafter referred to as "Requesting Party," collectively referred to as "the Parties," executed on or about 12/29/2016.

WHEREAS, the MOU was executed 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; and

WHEREAS, as required in the MOU, access to and use of DAVID information shall be in accordance with Chapter 119, Florida Statutes, and the Driver's Privacy Protection Act (DPPA), and may only be disclosed to persons to whom disclosure is authorized under Florida law and federal law; and

WHEREAS, in order to ensure that this MOU complies with the requirements of Federal law, the Parties wish to add additional language addressing access to and disclosure of data that may include the deceased date of an individual; and

WHEREAS, changes to the MOU are required to be made in writing, in accordance with section VIII. Amendments; and

WHEREAS, this Amendment is required to add the additional compliance requirements to the MOU.

NOW THEREFORE, in consideration of the mutual benefits to be derived here from, the Parties hereto do hereby amend the MOU as follows:

- I. Added language is shown herein as underlined. Existing language that was already underlined is shown herein with a double-underline.
- II. The third paragraph of section III. Legal Authority, is hereby amended as follows:

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, 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. Furthermore, the deceased date of an individual shall only be provided to a Requesting Party that meets the qualifications of 15 CFR §1110.102. Disclosure of the deceased date of an individual, which is not in compliance with 15 CFR §1110.102, is punishable under 15 CFR §1110.200. Additionally, because the Social Security Administration does not guarantee the accuracy of the Death Master File, the Requesting Party is reminded that adverse action should not be taken against any individual without further investigation to verify the death information listed (A notice from the Social Security Administration addressing the foregoing is attached hereto and incorporated herein by reference).

III. Section IV. Statement of Work, subsection B., is hereby amended by adding item 14.

14. Access and utilize the deceased date of an individual, or other information from the NTIS Limited Access Death Master File, as defined in 15 CFR §1110.2, in conformity with the following requirements:

(a) Pursuant to 15 CFR §1110.102, the Requesting Party certifies that its access to DMF information is appropriate because the Requesting Party: (i) has a legitimate fraud prevention interest, or a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty; (ii) has systems, facilities, and procedures in place to safeguard such information, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements reasonably similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986; and (iii) agrees to satisfy such similar requirements.

(b) Pursuant to 15 CFR §1110.102, the Requesting Party certifies that it will not: (i) disclose DMF information to any person other than a person who meets the requirements of subsection IV. B. 14 (a), above; (ii) disclose DMF information to any person who uses the information for any purpose other than a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty; (iii) disclose DMF information to any person who further discloses the information to any person other than a person who meets the requirements of subsection IV. B. 14 (a), above; or (iv) use DMF information for any purpose other than a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule, regulation or fiduciary duty.

IV. The second paragraph of section V. Safeguarding Information, is hereby amended as follows:

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. Furthermore, failure to comply with 15.CFR §1110.102 pertaining to the deceased date of an individual may result in penalties of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year, pursuant to 15 CFR §1110.200.

V. Item D., under that part of section V. Safeguarding Information, that begins with "The Parties mutually agree to the following:", is hereby amended as follows:

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 security policies shall be made available to Requesting Party. Additionally, with respect to the deceased date of an individual, the Requesting Party shall have systems, facilities, and procedures in place to safeguard such information, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements reasonably similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986 and agrees to satisfy such similar requirements.

VI. Section XIII. Certification Information, is hereby added to the MOU as follows:

Pursuant to IV.B.14(a) above, the Requesting Party certifies that access to DMF information is appropriate based on the following specific purpose (please describe the legitimate purpose):

The Requesting Party uses the DAVID System daily to lawfully access driver's license information and vehicle plate numbers for official law enforcement activity. Access to DMF information is appropriate in order for the Requesting Party to carry out its mission. The Requesting Party has a legitimate fraud prevention interest, a legitimate business purpose pursuant to law, has systems, facilities, and procedures in place to safeguard the DMF information, and experience in maintaining the confidentiality, security, and appropriate use of such information.

Please indicate whether the Requesting Party desires to re-disclose the deceased date of any individual to any other person or entity. Yes ___ No X


If the Requesting Party desires to re-disclose the deceased date of any individual to any other person or entity, the Requesting Party agrees that it will not re-disclose the data received from the Providing Agency, but rather, will contact NTIS at <https://classic.ntis.gov/products/ssa-dmf/#> to become a Certified Person, as defined by 15 CFR §1110.2. A Requesting Party who is a Certified Person may only disclose the deceased date of an individual pursuant to the Requesting Party's obligations under 15 CFR §1110.102."

VII. All other terms and conditions of the original MOU not herein revised shall be and remain the same in full force and effect.

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IN WITNESS WHEREOF, the undersigned have caused this AMENDMENT to be executed by their authorized officials as of the last date indicated below.


For: City of North Port



Todd Garrison



Christopher Hanks

ATTEST:


Kathryn Peto, City Clerk

Chief of Police


12-21-18

Date

Mayor

12/17/18

Date

APPROVED AS TO FORM
AND CORRECTNESS:


Amber L. Slayton, City Attorney

For: Florida Department of Highway Safety and Motor Vehicles:

DocuSigned by:


802704FDFB08480...
Signature of Authorized Official

Trey Collins

Printed/Typed Name

Bureau Chief, Purchasing and Contracts

Title

2/4/2019

Date

Certificate Of Completion

Envelope Id: 7A940CD2A8864CF7BAD3E6A0BAF54EAC	Status: Completed
Subject: City of North Port Data Exchange MOU Amendment	
Source Envelope:	
Document Pages: 7	Signatures: 5
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Patrick Lineberry
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	2900 Apalachee Parkway
	Tallahassee, FL 32399
	patricklineberry@flhsmv.gov
	IP Address: 204.90.30.1

Record Tracking

Status: Original	Holder: Patrick Lineberry	Location: DocuSign
1/18/2019 4:19:22 PM	patricklineberry@flhsmv.gov	

Signer Events

Signer Events	Signature	Timestamp
Bennett White Bennettwhite@flhsmv.gov HSMV - MS Security Level: Email, Account Authentication (None)	Completed Using IP Address: 204.90.30.1	Sent: 1/18/2019 4:22:18 PM Viewed: 1/24/2019 11:19:43 AM Signed: 1/24/2019 11:50:03 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Jaime Briggs JaimeBriggs@flhsmv.gov Contract Administrator HSMV - DAS Security Level: Email, Account Authentication (None)	 164518DF3A734B8... Signature Adoption: Pre-selected Style Using IP Address: 204.90.30.1	Sent: 1/24/2019 11:50:06 AM Viewed: 1/24/2019 12:31:46 PM Signed: 1/24/2019 12:31:50 PM
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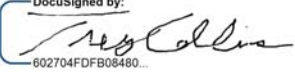
Electronic Record and Signature Disclosure:
Accepted: 10/21/2018 9:23:53 AM
ID: dceba8fd-c949-48bc-ac36-edd0e38fdb4d

Stephanie D. Duhart StephanieDuhart@flhsmv.gov Security Level: Email, Account Authentication (None)	 C01DC53B794943A... Signature Adoption: Pre-selected Style Using IP Address: 204.90.30.1	Sent: 1/24/2019 12:31:52 PM Viewed: 1/24/2019 5:06:07 PM Signed: 1/24/2019 5:06:23 PM
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Electronic Record and Signature Disclosure:
Accepted: 1/24/2019 5:06:07 PM
ID: 33203dcf-57c3-4be2-8af2-bb1cf9a934e1

Lisa M. Bassett LisaBassett@flhsmv.gov DAS Chief Executive Officer HSMV - DAS Security Level: Email, Account Authentication (None)	 7E2E9F0980B2459... Signature Adoption: Uploaded Signature Image Using IP Address: 204.90.30.1	Sent: 1/24/2019 5:06:25 PM Viewed: 1/28/2019 8:43:34 AM Signed: 1/28/2019 8:44:25 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Trey Collins TreyCollins@flhsmv.gov Bureau Chief, Purchasing and Contracts HSMV - DAS Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>DocuSigned by:  602704FDFB08480...</p> <p>Signature Adoption: Drawn on Device Using IP Address: 98.230.80.70 Signed using mobile</p>	<p>Sent: 1/28/2019 8:44:27 AM Viewed: 2/4/2019 9:35:15 PM Signed: 2/4/2019 9:35:26 PM</p>
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Jaime Briggs JaimeBriggs@flhsmv.gov Contract Administrator HSMV - DAS Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 10/21/2018 9:23:53 AM ID: dceba8fd-c949-48bc-ac36-edd0e38fdb4d</p>	<div style="border: 1px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 2/4/2019 9:35:28 PM</p>
<p>Data Listing Unit DataListingUnit@flhsmv.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 2/4/2019 9:35:28 PM</p>
<p>Jennie Carpenter JennieCarpenter@flhsmv.gov Contracts Specialist HSMV - DAS Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 2/4/2019 9:35:28 PM</p>
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
<p>Envelope Sent Certified Delivered Signing Complete Completed</p>	<p>Hashed/Encrypted Security Checked Security Checked Security Checked</p>	<p>2/4/2019 9:35:28 PM 2/4/2019 9:35:28 PM 2/4/2019 9:35:28 PM 2/4/2019 9:35:28 PM</p>
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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