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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 8(I)(3)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: June 7, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving the terms and authorizing the execution of a Memorandum of Understanding for Law Enforcement Agency Access to Driver and Vehicle information Database System between the Florida Department of Highway Safety and Motor Vehicles and Miami-Dade County; and authorizing the County Mayor to execute any amendment, renewal or extension of the Memorandum of Understanding and exercise the cancellation and termination provisions contained therein

Resolution No. R-479-16

The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan and Co-Sponsor Commissioner Sally A. Heyman.

Abigail Price-Williams
County Attorney

APW/cp

Memorandum

MIAMI-DADE COUNTY

DATE: June 7, 2016

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

FROM: Carlos A. Gimenez
Mayor

SUBJECT: Resolution Authorizing Execution of a Memorandum of Understanding for Law Enforcement Access to the Driver And Vehicle Information Database System between the Florida Department of Highway Safety and Motor Vehicles and Miami-Dade County

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Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the County Mayor or County Mayor's designee to execute the Memorandum of Understanding (MOU) for Law Enforcement Access to the Driver and Vehicle Information Database System (DAVID) between the Florida Department of Highway Safety and Motor Vehicles (DHSMV) and Miami-Dade County, through the Miami-Dade Police Department (MDPD). This MOU will become effective once signed by both the Florida DHSMV and Miami-Dade County and will continue for a period of six (6) years.

Scope

This MOU will provide MDPD with access to the DAVID system for the purpose of carrying out the Department's statutorily-mandated law enforcement functions.

Delegation of Authority

Upon approval by the Board, the County Mayor or County Mayor's designee will have the authority to execute the MOU on behalf of Miami-Dade County, and to execute amendments as may be necessary within the scope and purpose of this MOU, specifically with regard to changes in statutory mandates and/or administrative requirements. Amendments of this type are critical to ensure that the MDPD retains uninterrupted access to this vital information system at all times.

Fiscal Impact/Funding Source

The approval of this MOU will not have a negative fiscal impact to Miami-Dade County.

Track Record/Monitor

This MOU will be monitored by Jose Rivero, Commander of the Information Technology Services Bureau of MDPD, to ensure strict compliance with MOU requirements.

Background

The Florida DHSMV collects and maintains personal information which is stored in DAVID. This database provides vital information such as driver license history, signature, photographs, and other information related to a tag for vehicles or vessels (boats). Based upon the nature of this information, the Florida DHSMV administers DAVID in strict compliance with federal and state statutory requirements, and in turn, requires that same strict compliance of the law enforcement agencies to which it provides access. MDPD must comply with statutory requirements, as well as administrative policies

and procedures, which govern this information. This partnership with the Florida DHSMV and access to DAVID is vital to the daily work of MDPD personnel.

Approval of this proposed resolution will replace Resolution R-554-12, approved by the Board on July 3, 2012. The Florida DHSMV has revised the terms of this MOU such that it clearly specifies the conditions and limitations under which the Florida DHSMV agrees to provide electronic access to DAVID information to law enforcement agencies and specifically MDPD. As a result, a new resolution is necessary to authorize the execution of the revised MOU.

Russell Benford
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: June 7, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(I)(3)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Statement of social equity required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(I)(3)
6-7-16

RESOLUTION NO. R-479-16

RESOLUTION APPROVING THE TERMS AND AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING FOR LAW ENFORCEMENT AGENCY ACCESS TO DRIVER AND VEHICLE INFORMATION DATABASE SYSTEM BETWEEN THE FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES AND MIAMI-DADE COUNTY; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE ANY AMENDMENT, RENEWAL OR EXTENSION OF THE MEMORANDUM OF UNDERSTANDING AND EXERCISE THE CANCELLATION AND TERMINATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the terms of and authorizes the execution by the County Mayor or the County Mayor's designee of a Memorandum of Understanding for Law Enforcement Agency Access to Driver and Vehicle Information Database System (DAVID) between the Florida Department of Highway Safety and Motor Vehicles and Miami-Dade County, through the Miami-Dade Police Department, in substantially the form attached hereto and made a part hereof. This Board further authorizes the County Mayor or County Mayor's designee to execute amendments which may be required due to changes in statutory mandates and/or administrative requirements and to exercise the renewal or extension, cancellation and termination provisions through the duration of the Memorandum of Understanding and submit annual Certification Statements as provided in the Memorandum of Understanding for and on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner **Esteban L. Bovo, Jr.** , who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	**aye**		
Esteban L. Bovo, Jr., Vice Chairman	**aye**		
Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Dennis C. Moss	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of June, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. MP

Matthew Papkin

Memorandum of Understanding

For Law Enforcement Agency Access to

Driver and Vehicle Information Database System (DAVID)

Between

The Florida Department of Highway Safety and Motor Vehicles and

Miami-Dade County through the Miami-Dade Police Department

MEMORANDUM OF UNDERSTANDING
FOR LAW ENFORCEMENT AGENCY 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 Miami-Dade County through the Miami Dade Police Department, 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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

REQUESTING PARTY:

Miami-Dade County/Miami Dade Police Department
Agency Name

9105 NW 25th Street
Street Address

Suite

Miami FL 33172
City State Zip Code

BY:

Signature of Authorized Official

Carlos A. Gimenez
Printed/Typed Name

Mayor
Title

Date

cgimenez@miamidade.gov
Official Agency Email Address

305-375-5071
Phone Number

Juan J. Perez, Police Director Date
Agency Point-of-Contact:

Sergeant Joy Mellies
Printed/Typed Name

jmellies@mdpd.com
Official Agency Email Address

305-471-1855 /
Phone Number Fax Number

PROVIDING AGENCY:

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

BY:

Signature of Authorized Official

Lisa M. Bassett
Printed/Typed Name

Chief, Bureau of Purchasing and Contracts
Title

Date

Attachment 1

Florida Department of Highway Safety and Motor Vehicles Request for Exempt Personal Information in a Motor Vehicle/Driver License Record and Driver Privacy Protection Act Exemptions

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") make 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):

For law enforcement purposes.

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.

Attachment 2

DAVID Quarterly Quality Control Review Report

QUARTERLY QUALITY CONTROL REVIEW REPORT

Point of Contacts (POC) can do the following to satisfy the MOU Quarterly Quality Control Review:

- Compare the DAVID Users by Agency report with the agency user list.
  - Reconcile any differences to ensure state and agency records are consistent.

- Keep a record of any new or inactivated users since the last Quarterly Quality Control Review.
  - Update any users/user information as needed, document the reason for the change in access, and the date the change is made.

- Monitor usage to ensure proper, authorized use and dissemination.
  - Randomly select a sample of users and run an audit report for a period during the quarter. Look for any misuse, including, but not limited to reason codes, running siblings, spouses, ex-spouses, celebrities, and political figures. Look at the times of day the data was accessed, repeated runs of same record, and unexplained access to the Emergency Contact Information.
  - **Please note:** DHSMV highly recommends the agency audit users as frequently as possible to ensure misuse is not occurring.

- Complete the below report and ensure all actions are documented.

Quarter:	Year:
Total active users in DAVID:	
Total active users in agency records:	
Users inactivated during quarter:	
Users audited during quarter:	
Total cases of misuse found:	
Total cases of misuse reported to DHSMV:	

POC Signature

Date

Sergeant Joy Mellies, Miami-Dade Police Department

POC Name Printed:

Revised 6/26/14