

MOU No.: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FLORIDA DEPARTMENT OF HIGHWAY SAFETY
AND MOTOR VEHICLES
AND THE TAX COLLECTOR IN AND FOR THE
BROWARD COUNTY POLITICAL SUBDIVISION**

This **MEMORANDUM OF UNDERSTANDING (MOU)** is entered into by and between the Florida Department of Highway Safety and Motor Vehicles (hereinafter “Department” or “FLHSMV”) and the Tax Collector in and for the Broward county political subdivision (hereinafter “Tax Collector”), collectively referred to as “the Parties.”

1. Purpose

- 1.1. Tax Collectors are the statutory agent of the Department for carrying out many state law duties at the local level. This MOU is entered into for the primary purposes of both parties understanding the following four (4) items: 1. Purchasing, installation, maintenance and security of FLHSMV procured equipment utilized by Tax Collector; 2. Consistent services provided by Tax Collector and all Tax Collectors across the state as well as procedures for providing said state services; 3. Handling of motorist data in conformance with Ch. 119, Fla. Stat., and the Driver Privacy Protection Act; 4. Distribution of fees for GoRenew.com transactions, if applicable. These purposes include carrying out the provisions of Chapters 97 (Qualification and Registration of Electors), 316 (State Uniform Traffic Control), 317 (Off-Highway Vehicle Titling), 318 (Disposition of Traffic Infractions), 319 (Title Certificates), 320 (Motor Vehicle Licenses), 322 (Driver Licenses), 323 (Wrecker Operators), 324 (Financial Responsibility), 328 (Vessels: Title Certificates; Liens; Registration), 713 (Liens, Generally), 775 (General Penalties; Registration of Criminals) and 943 (Department of Law Enforcement), Fla. Stat., as agents of the Department for issuance of titles, registrations, disabled parking permits, driver licenses and identification cards, and other related services, as specified herein or as described in Department rules and procedures incorporated herein.
- 1.2. This MOU replaces any and all prior agreements between the Parties related to the same subject matter. This MOU does not replace any existing MOU/agreement between the Department and a License Plate Agent.
- 1.3. The Tax Collector is hereby required by law to perform the following duties as the agent for the Department (**initial** all that apply):

_____ Accepting applications and issuing titles and registrations pursuant to Fla. Stat., and performing related services as set forth in this MOU and as allowed by law or Department procedure.

N/A Administering driver license examinations and issuing Florida driver licenses and identification cards pursuant to Section 322.135, Fla. Stat., and performing related services as set forth in this MOU and as allowed by law or Department procedure.

2. **Definitions**

The terms used in this MOU shall be as defined by law, except that the following terms shall be specifically defined for the purposes of this MOU as follows:

- 2.1. **Agency/Office Set-up:** The establishment in the Department's systems of a new office number under a tax collector of a given county for the purposes of processing transactions and collection and distribution of revenue. This term includes both new office sites as well as new logical agencies created within existing offices.
- 2.2. **Ancillary Technology:** Optional interfaces provided by the Department to integrate other tax collection systems.
- 2.3. **Automated Clearing House (ACH):** The electronic network for processing of financial transactions.
- 2.4. **Breach of Data:** Any unauthorized access of data in electronic form containing personal information.
- 2.5. **Computer Configuration:** Department-provided computer hardware, software, peripherals, base operating system, applications, and sets of configuration files.
- 2.6. **Credential:** A title, registration certificate (with or without a decal), license plate (metal and temporary), disabled parking permit, decal, driver license, or identification card.
- 2.7. **Credentialing Services:** Issuance of titles, registrations, disabled parking permits, driver licenses, and identification cards.
- 2.8. **Department or FLHSMV:** The Florida Department of Highway Safety and Motor Vehicles; a lawfully created and duly designated agency of the state of Florida.
- 2.9. **Department Systems:** Any systems owned and/or controlled by the Department, including but not limited to, systems that support and record credentialing services.
- 2.10. **DPPA:** Driver Privacy Protection Act. 18 United States Code, Sections 2721-2725, a federal law that keeps personal information in motor vehicle and driver license records private by limiting who has access to the information. The Department automatically blocks personal information on motor vehicle and driver license records.
- 2.11. **Driver License Operations Manual:** The Department's manual that specifies how employees and agents are to issue driver credentials.

- 2.12. **Electronic Filing System (EFS):** A Department system that allows dealers and other entities authorized by law to process title and registration transactions through certified third-party providers. These providers are vendors supplying software solutions to dealers in order to interface with the EFS. These solutions must be certified by the Department.
- 2.13. **Electronic Funds Transfer (EFT):** The electronic exchange of funds between the Tax Collector and the Department, or third parties and the Department, as applicable.
- 2.14. **Florida Tax Collectors, Inc. Board of Directors:** The individual Tax Collectors which make up the Board of Directors of the state-wide Association of Florida's 67 Tax Collectors. Florida Tax Collectors, Inc. is a non-profit, 501(c)(6) corporation formed validly and existing duly under the laws of the state of Florida, also known as the Florida Tax Collectors Association.
- 2.15. **Fraud:** Generally defined in law as an intentional misrepresentation of material existing fact made by one person to another with knowledge of its falsity and for the purpose of inducing the other person to act, and upon which the other person relies with resulting injury or damage. Fraud may also be made by an omission or purposeful failure to state material facts, which nondisclosure makes other statements misleading.
- 2.16. **Indicia:** All documents, validation decals, paper stock, license plates, or card stock necessary for processing of motorist services transactions.
- 2.17. **Information Systems Administration or ISA:** The Department's information technology division.
- 2.18. **Inspection:** A non-destructive review of property, materials, or products to determine their conformation to specifications or requirements.
- 2.19. **License Plate Agent (LPA):** An agent of Tax Collectors for the provision of titling and registration services. Also commonly referred to as Private Tag Agents or "PTAs".
- 2.20. **Motor Vehicle Procedures Manual:** The Department's manual that specifies how employees and agents are to issue motor vehicle credentials.
- 2.21. **Motorist Services Transactions:** Generally, refers to motor vehicle and driver license related transactions. Motor vehicle transactions include mobile home and vessel transactions.
- 2.22. **MyDMVPortal:** The Department's official website that allows customers to handle online transactions for titles, registrations, driver licenses, and identification cards. Formerly known as www.GoRenew.com or GoRenew.com.
- 2.23. **PartnerNet:** The Department's online portal allowing partners to obtain direct access to information.

- 2.24. **Personal Identifying Information:** Information that identifies an individual, including an individual's photograph, social security number, driver identification number, name, address (but not the 5-digit zip code), email address and telephone number, and medical or disability information, but does not include information on vehicular accidents, driving violations, and driver's status.
- 2.25. **Service Fees:** Fees authorized specifically by law that are charged and/or retained by the Department or a Tax Collector.
- 2.26. **Tax Collector:** The State Constitution's officer under s.1 (d), art. VIII of the State Constitution in the county political subdivision. For Miami-Dade and Broward Counties, the Tax Collector is appointed by the respective Boards of County Commissioners. In 2018, a Constitutional Amendment was passed that requires Miami-Dade and Broward Counties to elect a Tax Collector in 2024, to take office on January 7, 2025.

3. **Term**

- 3.1. This MOU shall be effective upon the date of last signature of the Parties below and shall remain in effect for a period of four (4) years thereafter, unless earlier terminated pursuant to Section 14. Should Tax Collector take office outside the normal election cycle, the term of this MOU will run for the lesser of 4 years or until re-election.
- 3.2. This MOU may be renewed by mutual agreement of the Parties, for a period of up to four (4) years.
- 3.3. Either party may initiate the request for renewal, which shall be submitted in writing to the other party prior to expiration of the MOU term.
- 3.4. Renewal shall be upon the original terms and conditions of the MOU, and may be effected via letter, notice, or other written agreement signed by all Parties. The renewed MOU will become effective upon the date executed by both parties.
- 3.5. A new MOU will be required within ninety (90) days of a new Tax Collector taking office or being appointed.

4. **Legal Authority**

- 4.1. **Department Responsibilities:** The Department is responsible for the administration and enforcement of all laws governing motor vehicle titling, registration, dealer licensing, driver licenses, and identification cards.
 - 4.1.1. In carrying out these responsibilities, Sections 320.03, 322.135, and 328.73 Fla. Stat., permit the Department to contract with Tax Collectors, who act as authorized agents of the Department in processing motorist services transactions.

- 4.1.2. In support thereof, the Department will supply the systems, equipment and indicia necessary to permit the Tax Collector to issue titles, registrations, disabled parking permits, driver licenses, and identification cards. (refer to section 9)
- 4.1.3. The Department will provide a help desk for Tax Collector use, with staff available to provide assistance during regularly scheduled business hours (M-F, 8:00 a.m. to 6:00 p.m. EDT/EST), excluding state holidays.
- 4.1.4. The Department will make available the procedures and manuals which shall govern all Department, Tax Collector, and License Plate Agent (as applicable) activities provided pursuant to this MOU. These include, but are not limited to, the Driver License Operations Manual and the Motor Vehicle Procedures Manual. These manuals shall be maintained by the Department and will be updated as required by Department policy. All manuals and procedures are incorporated herein by reference, and are or will be posted on PartnerNet under the Procedures/Manuals Tab. If PartnerNet is down for any reason, the Department will make the procedures/policies available through other media upon request.
- 4.1.5. The Department and the Board of Directors of the Florida Tax Collectors, Inc., agree that collaboration is essential concerning proposed policy and procedure changes, as necessary, so that the Board may make each Tax Collector aware of proposed changes and provide the Department with comments regarding proposed changes.
- 4.1.6. The Department shall ensure that all ancillary technology and other tax collection systems used by the tax collectors protect customer privacy and data.
- 4.2. **Tax Collector Responsibilities:** As an authorized agent of the Department, the Tax Collector shall carry out the duties described in this MOU and permitted by law, pursuant to the procedures contained in the Department's Driver License Operations Manual and Motor Vehicle Procedures Manual, referenced above.
 - 4.2.1. These services shall include, but not be limited to, issuance of credentials and other motorist services-related documents to the general public, including titles, registrations, disabled parking permits, driver licenses, and identification cards, and other transactions required as a prerequisite to licensing, such as application processing, financial responsibility clearances, and fee collection.
 - 4.2.2. The Tax Collector will provide the Department with a copy of all known local ordinances that impact the Department's services and systems as soon as practicable after the ordinance is passed to ensure the Department's ability to effect system changes and operational processes in a timely manner.
 - 4.2.3. The Tax Collector and its agents shall comply with Section 282.0051(1)(q)1.f., F.S. relating to the National Institute of Standards and Technology Cybersecurity Framework, Chapter 60GG-2, Florida Administrative Code, and Department security policies, and employ adequate security measures to protect Department

information, applications, data, resources, and services. The policies and procedures are developed and maintained by the Department's Office of Enterprise Security Management and titled "External Information Security Policy." These security policies and procedures are incorporated herein by reference and are posted online at PartnerNet under the Procedures/Manual Tab and the Miscellaneous Procures heading. Tax Collectors and their employees and agents should become familiar with and adhere to the External Information Security Policy located on PartnerNet.

- 4.2.4. The Tax Collector shall ensure all training is completed as set forth in section 6.
- 4.2.5. Each Tax Collector, third party contracted with a Tax Collector, or license plate agent who has online computer access to the Department's systems or utilizes ancillary technology provided by FLHSMV shall enter into a memorandum of understanding.
 - 4.2.5.1. Such data and functionality provided by the Department may be used only for purposes outlined in the memorandum of understanding under which it is obtained
- 4.2.6. **Bond Requirements:** Section 320.03(2), Fla. Stat., provides that: "The Department may require each Tax Collector to give a bond, payable to the Department, conditioned that the Tax Collector faithfully and truly perform the duties imposed upon him or her according to the requirements of law and the rules and regulations of the Department and that the tax collector pay over and account for all validation stickers, records, and other property and money that comes into his or her possession or control by reason of such service. The amount of the bond is to be determined by the Department based on an amount not more than 10 percent above the average of the daily deposits of each tax collector." Section 322.135(2), Fla. Stat., provides that: "Each Tax Collector is required to give a good and sufficient surety bond, payable to the Department, conditioned upon his or her faithfully and truly performing the duties imposed upon him or her according to the requirements of law and the rules of the Department and upon his or her accounting for all materials, records, and other property and money that come into his or her possession or control by reason of performing these duties." In order to assist Tax Collectors in budgeting, the Department will provide Tax Collector with any bond amounts at least six (6) months prior to the scheduled annual budget submission of the Tax Collector.
- 4.2.7. **License Plate Agent:** If the Tax Collector chooses to enter into an agreement with a License Plate Agent to perform these services, the Tax Collector agrees to maintain overall responsibility and control for the operation of any Department-provided computer configuration installed in the License Plate Agent's office(s) according to the terms of the MOU with the Department.

- 4.3. **Electronic Filing System (EFS):** The Tax Collector shall perform all EFS activities in accordance with Section 320.03(10), Fla. Stat., and Chapter 15C-16, Florida Administrative Code.
- 4.4. **Record and Account of Property Received:** The Tax Collector shall complete and maintain records listing all property, including equipment and supplies, received from the Department related to this MOU. These records shall be kept in accordance with Sections 320.03(3), 322.135(3), and 328.73(2), Fla. Stat., and shall include any and all forms required to be completed by the Department. Required forms shall be submitted as soon as possible. These property-related records retained in the Tax Collector's office shall be available for review by the Department during regular business hours and copies provided to the Department upon written request. The Tax Collector agrees to abide by Department policy and procedures in securing, accounting for, reporting, and auditing all property provided by the Department. Nothing in this MOU confers any duty on Tax Collector to audit EFS dealers, but the Tax Collector may conduct such audits if he/she deems this is the best course of action.
- 4.5. **Remittance of Funds:** All funds collected pursuant to this MOU shall be electronically remitted by the Tax Collector to the Department within five (5) business days after the close of the business day on which the Tax Collector's office received the funds, as required by Sections 319.32(6), 320.03(3), 322.135(6), and 328.73(4), Fla. Stat.
- 4.6. **Service Fees/Charges:** The Tax Collector is authorized to collect and retain service charges as provided by Florida Statutes. These service charges include, but are not limited to, Sections 215.322, 317.0006(5), 317.0016, 319.32(2), 319.323, 320.04(1)(a), 320.04(1)(c), 320.0848(4)(b), 322.12(1), 322.135(1)(c), 322.21(1)(e), 322.21(1)(f)(3), 322.29(2), 328.03(6), and 328.72(7), Fla. Stat.
- 4.7. The Tax Collector or its agents shall access, use and maintain the confidentiality of all information received under this agreement in accordance with Chapter 119, Fla. Stat., and DPPA. Information obtained under this agreement shall only be disclosed to persons to whom disclosure is authorized under state and federal law.
- 4.8. The Tax Collector or its agents shall use the information received from the Department only for the purposes authorized by this agreement. The Tax Collector shall protect and maintain the confidentiality and security of driver's license, motor vehicle, and traffic crash information received from the Department in accordance with this MOU and applicable state and federal law.

5. Statement of Work

- 5.1. The Parties acknowledge and recognize the need for statewide uniformity in processing motorist services transactions. By execution of this MOU, the Parties agree that the standardized procedures contained in the manuals referenced herein

will apply and be followed in regard to all statutorily mandated duties to be performed by the Tax Collector under this MOU and as identified in this Statement of Work.

- 5.2. This MOU is intended to cover the performance of statutorily mandated duties only. Should a Tax Collector decide to offer additional functions that are discretionary pursuant to Florida law, the parties agree that amendment of the MOU will be required.

5.3. **Notices and Communication**

Notices and Communication. The Department will communicate notice to Tax Collectors immediately upon knowledge of system outages impacting any Tax Collector which result in the Tax Collector's inability to deliver service to the public. Any system or program outage instance with a duration of 120 minutes or longer that prevents any Tax Collector from delivering service(s) to the public will require public notice from the Department. Such notice shall include a press release or similar official notice issued by the Department that Tax Collectors can share with the public.

The department will communicate with Tax Collectors its strategic and tactical plans for new technology, enhanced/existing technology, or new processes, which may impact Tax Collector service delivery at least 30 days prior to implementation or beta testing/soft launch. The department will ensure open, transparent, timely, and reasonable communication of such plans.

Tax Collectors have a duty to report outage instances to the Department as soon as possible.

- 5.3.1. **Motor Vehicles:** The Tax Collector shall provide all title and registration transactions required by law pursuant to the procedures outlined in the Department's Motor Vehicle Procedures Manual. In addition, the following shall apply:

- 5.3.1.1. **MyDMVPortal:** For online transactions performed on MyDMVPortal and forwarded to the Tax Collector, the Department will distribute to the Tax Collector the branch fee, mail fee, and service fee as provided for in Chapter 320, Fla. Stat., for each vehicle, mobile home, or vessel transaction processed. If the Tax Collector chooses not to process MyDMVPortal transactions, the Department will process them and retain all fees. Any convenience fee collected, as authorized by Section 215.322, Fla. Stat., will be retained by the Department.

- 5.3.2. **License Plate Agents:** If the Tax Collector contracts with a License Plate Agent(s) for any title and/or registration transactions performed under this MOU, it is understood that the License Plate Agent(s), as an agent of the Tax Collector, must

comply with the terms of this MOU and execute a separate agreement with the Department in order to be authorized to obtain any equipment or data from the Department. The Department reserves the right to withdraw its authorization of a particular License Plate Agent for failure to follow the terms of this MOU or the agreement it has with the Department.

- 5.3.3. The Tax Collector shall also be responsible for conducting periodic quality assurance reviews of the License Plate Agent's operations to ensure compliance with state and federal law, Department procedures and with the terms of the tri-party agreement between the LPA, the Tax Collector and the Department. Results of such quality assurance reviews shall be provided to the Department upon request.
- 5.3.4. If a Tax Collector elects to exercise his or her authority to contract with a LPA, the Tax Collector may determine additional service charges to be collected by the privately owned LPA for providing motor vehicle and vessel titles and registration transactions. Additional service charges must be fully itemized and disclosed to the person paying the additional service charges. A schedule of additional service fees authorized by the Tax Collector shall be provided to the Department within 10 days of authorization.

5.3.5. Driver Licenses/Identification Cards:

- 5.3.5.1. The Tax Collector shall provide driver license and identification card transactions required by law pursuant to the procedures outlined in the Department's Driver License Operations Manual.
- 5.3.5.2. Pursuant to Section 322.135, Fla. Stat., Tax Collectors who are constitutional officers are required to provide driver license services within their counties.
- 5.3.6. The following driver license services shall either be performed by the Tax Collector or on the Tax Collector's behalf by another county's Tax Collector, pursuant to Section 322.135, Fla. Stat.:
 - 5.3.6.1. **Driving Skills Tests:** Driving skills tests must be provided by Tax Collectors for no additional service charge provided by law. However, at the option of the customer, Tax Collectors may refer customers to Department-approved third-party testing entities for increased convenience in those instances where the customer is willing to pay an additional convenience fee, and notice of the additional fee is provided to the customer.
 - 5.3.6.1.1. Driving skills tests must be administered as outlined in the Driver License Operations Manual.
 - 5.3.6.1.2. The Tax Collector must have at least one (1) primary road route and one (1) alternate route. These routes shall be approved by the Department before use and meet the requirements designated in the Florida Driver License Operations Manual.

5.3.6.2. **Medicals/Five Day Letters/Department Re-Exams:** The Tax Collector shall provide written and driving skills re-examinations, medical, and cognitive tests as required by Section 322.221, Fla. Stat.

5.3.6.2.1. A Tax Collector may not issue a driver license if he/she has reason to believe that the licensee is physically or mentally unqualified to operate a motor vehicle pursuant to Section 322.135(4), Fla. Stat.

5.3.6.2.2. If, at any time during the issuance process a customer's ability to safely operate a vehicle is questioned, the Tax Collector shall follow the Department's procedure as outlined in the Florida Driver License Operations Manual.

5.3.6.3. **Knowledge Exam/Tests:** The Tax Collector is required to provide all knowledge exams.

5.3.6.3.1. Knowledge exams can be provided using printed tests or via computerized tests in either printed or audio form using the computerized testing unit. In lieu of a printed exam, oral exams must be provided to those customers requesting them.

5.3.6.3.2. The standard method of providing oral exams is to use the audio feature of the computerized testing unit. However, if a customer is hearing impaired, a manual oral exam must be given using an interrupter or, if the customer speaks a language that is not part of the audio feature, an interpreter may be used. Customers seeking original issuance of a CDL may not take the hazardous materials exam orally but must take the written exam. However, customers renewing a CDL may orally take the hazardous materials exam.

5.3.6.3.3. Interpreters may be used for non-CDL oral examinations.

5.3.6.3.4. All procedures outlined in the Driver License Operations Manual shall be followed when administering any written or oral tests.

5.3.6.4. **Issuing Credentials to Non-U.S. Citizens:** The Tax Collector is required to provide driver-licensing services for non-U.S. citizens as outlined in the Driver License Operations Manual.

5.3.6.5. **Online Driver Licenses Deferred to In-Office Delivery by Tax Collectors:** If a driver license is ordered online through MyDMV Portal and printed and delivered to the customer over-the-counter by the Tax Collector, the Tax Collector is entitled to receive fees pursuant to section 322.135(1)(c), Fla. Stat.

6. **Training**

6.1. The Tax Collector shall require that all examiners and managers and all similar employees of License Plate Agents attend the necessary training required by law,

rule, and the Department related to performance of services described in this MOU. Training information can be found on the Department's PartnerNet.

- 6.2. The Department will require only that training which is necessary in order to ensure that driver license and motor vehicle services performed by the Tax Collector are consistent with state and federal laws and Department procedures and permit the Tax Collector's examiners and managers to meet the same qualifications, quality, and training standards as the Department's examiners and managers in performance of these services.
- 6.3. Annual security awareness training, provided by the Department, is a requirement of all Tax Collector employees, LPAs, vendors, and partners who have access to the Department's Driver License and/or Motor Vehicle systems or data.

7. Tax Collector Office Locations and Agency/Office Set-ups

- 7.1. Upon execution of this MOU, the Tax Collector shall submit a list to the Department's Bureau of Motorist Services Support, indicating the address of its main office, all branch office locations (including LPA's), and all agency set-ups created for motor vehicle and driver license transactions related hereto and will provide any new office location information to the Department as changes are made.
- 7.2. This list is incorporated by reference as if fully-stated herein. Any changes regarding this list must be made in writing to the Department, as indicated below. In addition, the Tax Collector shall be responsible for the following:
 - 7.2.1. The Tax Collector must submit a written request (e-mail acceptable), at least one hundred eighty (180) days prior to opening a new Tax Collector or license plate agent office; and
 - 7.2.2. The Department recognizes the population of Florida is increasing and shall not unduly reject requests to open new offices if it has sufficient budget resources to pay the initial and ongoing costs of the office to include future costs of refreshing the hardware in the office. If the Department is unable to approve all requests received, it shall consult with the Florida Tax Collectors Association.
 - 7.2.3. The Tax Collector must inform the Department, in writing (e-mail acceptable), at least one hundred eighty (180) days prior to any changes in existing Tax Collector or LPA office locations; and
 - 7.2.4. The Tax Collector shall be responsible for the one-time payment of the ACH set-up fee when opening up a new branch office for the provision of services as agent of the Department.
 - 7.2.5. LPAs shall be responsible for paying the direct costs incurred by the Department in providing network access to the agency.

8. Accounting, Inventory, and Audits

The Tax Collector agrees to maintain books, records, and documents in accordance with generally accepted accounting principles, and in accordance with the procedures utilized by the Department's Bureau of Accounting. These procedures are incorporated herein by reference and are posted online at PartnerNet under the Procedures/Manual Tab and the Accounting heading.

9. Computer Equipment and Software

- 9.1. All computer equipment, software and related systems utilized by the Tax Collector or agents on behalf of the Tax Collector shall comply with the Department's Office of Enterprise Security Management and titled "External Information Security Policy".
- 9.2. The Department will provide computer hardware, software, peripherals, base operating system, applications, and sets of configuration files (herein referred to as "computer configuration") to the Tax Collector and approved License Plate Agent(s)¹ to facilitate performance of duties under this MOU.
- 9.3. The quantity of equipment as well as any new or replacement equipment is to be determined by the Department and shall be based on legislative funding and sufficient justification by the Tax Collector. Both parties agree to operate in good faith in determining the need for additional, new, or replacement equipment.
- 9.4. Additional equipment may only be purchased by the Tax Collector pursuant to state-issued contracts and purchasing agreements.
- 9.5. Tax Collectors seeking to move existing equipment to other offices shall submit a written request to the Department at least thirty (30) days in advance of the move. If an office is closed by the Tax Collector, any equipment not being moved and installed in another existing office within that county must be returned to the Department. Equipment may not be stored or retained offline for more than thirty (30) days without written permission from the Department.
- 9.6. The Department may contract with a vendor to supply the computer configuration to the Tax Collector. Title and ownership of each item of the computer configuration and any and all replacements, substitutions, and repairs thereto shall remain the personal property of either the Department or its vendor and shall not become real property. The Tax Collector will not place or permit any lien or encumbrance of any kind to be placed against the computer configuration.
- 9.7. The Department will be responsible, pursuant to any applicable separate contract with a service and maintenance vendor, during the term of this MOU, for the payment of all costs for maintenance or software required for the computer configuration

¹ For the purposes of this section, the term "Tax Collector" includes any License Plate Agents under agreement with the Tax Collector.

described above, subject only to the exception for use for additional functions as provided herein, and the misuse provisions within this section. The Tax Collector must reimburse the Department for any costs for service and maintenance for additional equipment purchased by the Tax Collector.

- 9.8. The computer configuration provided to the Tax Collector will be used for credentialing services.
- 9.8.1. With advance written approval from the Department, the Tax Collector may voluntarily add hardware, COTS/custom software, or web-based applications that are not provided by the Department, or modify the computer configuration (herein referred to as "additional functions") at the Tax Collector's sole expense. The Department shall not unreasonably withhold such written approval.
- 9.8.2. Installation and maintenance of any such additional functions or modifications will be the responsibility of the Tax Collector.
- 9.8.3. The Tax Collector agrees that additional functions must not interfere with the credentialing functions for which the computer configuration is designed.
- 9.8.4. The Tax Collector agrees to hold the Department harmless for any changes or losses to such additional functions that may occur as a result of the Department or its vendor maintaining, upgrading, or modifying the computer configuration on the Department equipment.
- 9.9. Any software placed on the Department's computer equipment must be kept up to date with current anti-virus/anti-malware software and security patches. If Department computer systems are moved or originally installed on county-maintained networks, the Tax Collector is required to use a Department approved anti-virus solution (see policy #B-24: Malware/Virus Projection located in the External Information Security Policy).
- 9.10. The Tax Collector shall use information obtained from the Department or through the Department system(s) only in the exercise of his/her official duties to provide services in accordance with this MOU and Department policy and procedure.
- 9.11. The Parties acknowledge that fire and hazard insurance on the full insurable value of the computer configuration is provided by the Department and that only such equipment and software provided by the Department is so insured.
- 9.12. The Parties recognize that continued funding of the computer configuration by the Department is subject to funds being appropriated by the Florida Legislature.
- 9.13. Each piece of equipment constituting the computer configuration and the Department's system used to capture images and associated data shall be kept at secure locations designated by the Tax Collector and shall not be removed without the Tax Collector providing prior written notice to and obtaining approval of the Department in writing.

- 9.13.1. The Tax Collector shall access and use the computer configuration only in compliance with the terms of this MOU, the policy of insurance provided by the Department, and all applicable laws, rules, codes, ordinances, and regulations.
- 9.13.2. The Tax Collector shall take good faith efforts to safeguard the computer configuration and not allow any piece of equipment to be misused, abused, or allowed to deteriorate, except for ordinary wear and tear resulting from its intended use and shall bear all costs of repair related to any such misuse, abuse, or deterioration.
- 9.13.3. The Tax Collector shall permit the Department to inspect the computer configuration in all locations during regular business hours. The Tax Collector agrees to provide access to the Department or its authorized repair person for repair or maintenance of the computer configuration during non-business hours, as needed. Unless there is an emergency, both Parties agree to operate in good faith and to first attempt to find a mutually beneficial time for the repair and maintenance of the computer configuration.
- 9.14. The Department will install and maintain up-to-date anti-virus/anti-malware software, endpoint detection and response software, and up-to-date system security patches for Department-maintained equipment located in state-maintained offices.
 - 9.14.1. The Tax Collector agrees to maintain up-to-date anti-virus/anti-malware software and up-to-date system security patches for Tax Collector maintained equipment. The Department's External Information Security Policy section #B-24: Malware/Virus Protection will apply to the approval process for anti-virus protection systems utilized in county-maintained networks.
 - 9.14.2. The Tax Collector agrees to assist in implementing upgrades required to any software provided and required by the Department.
 - 9.14.3. All systems on the Department's state-maintained network will utilize the Department's enterprise anti-virus software and endpoint detection and response software, as well as other applicable security solutions.
 - 9.14.4. All systems with access to the Department's network and resources shall be configured with endpoint security solutions approved by the Department's Office of Enterprise Security Management.
- 9.15. This MOU may be subject to amendment if the computer configuration is changed or modified during the term of the MOU due to the Department's contract with a service and maintenance vendor.
 - 9.15.1. The new or amended vendor contract and change or modification to the computer configuration may take effect before the MOU is amended.

- 9.15.2. Unless an emergency requires immediate change or modification to the computer configuration, the Department will provide reasonable notice to the Tax Collector of such change or modification before it occurs.
- 9.16. The Tax Collector shall not bypass or disable any security controls or security solutions on the Department's computer configuration or systems.
- 9.17. All requests for Department network modifications, additions, or local administrator access must be sent to TAC@flhsmv.gov using the Department's Request Form found on PartnerNet. The Request Form must contain a complete description of the request with appropriate supporting documentation.
- 9.18. Network hardware for the Department's network may not be altered without approval by ISA.
- 9.19. Routers, switches, hubs, or wireless access points may not be installed on the Department's network without written ISA approval.
- 9.20. Installation of software on Department systems must be approved in writing prior to installation.
- 9.21. Local administrator privileges on the Department's network will only be granted on a case-by-case basis, at the Department's discretion, with sufficient justification required for the Department's determination.

10. Safeguarding Information

- 10.1. To gain access to the Department's software systems, all users must complete an access authorization form and clear a criminal background check as set forth in the Department's procedure manuals. The Tax Collector shall ensure that access to systems and specific roles is appropriate for the user. User IDs and passwords may not be shared; sharing of user IDs or passwords may result in immediate denial of system access.
- 10.2. The Tax Collector shall not release any personal information contained in these systems and Department records unless the person to whom such personal information is to be released is authorized to receive such information by one or more of the exceptions set forth in Section 119.0712(2), Fla. Stat. If a Tax Collector contractor resells or re-discloses the information in accordance with this paragraph, the Tax Collector must maintain records identifying each person or entity that receives the personal information for a period five years. The Tax Collector must make these records available for inspection upon request by the Department. All fees collected in accordance with this MOU shall be remitted to the Department.
- 10.3. If a user is terminated, changes roles, or otherwise separates from the Tax Collector or License Plate Agent's office under contract with the Tax Collector, the Tax Collector must notify the Department's Bureau of Motorist Services Support in

writing within twenty-four (24) hours of the effective date of the user's termination or change.

- 10.4. If, at any time, the Department discovers misuse of any issuance software system or data, the Department may immediately terminate system access to protect the integrity of system information and prevent fraud and consumer harm. Additionally, the Department may pursue criminal penalties, if appropriate.
- 10.5. During normal operating hours of the Tax Collector and any License Plate Agents, the Department shall be permitted, without prior notice, to inspect and audit records and operations created and required by this MOU.
- 10.6. By signing this MOU, the Tax Collector affirms and attests that his/her office has and will maintain throughout the term of this MOU, including renewal, procedures that will ensure the confidentiality of all data accessed or obtained through this MOU pursuant to applicable law.

11. Compliance and Control Measures

- 11.1. Internal Controls – This MOU is contingent upon the Tax Collector having appropriate internal controls, as set forth by Department policy and procedure, for protecting personal data, as defined herein, from unauthorized access, distribution, use, modification, or disclosure.
- 11.2. Breach of Data – The Tax Collector must follow section #B-10: Incident Handling (Security Incidents) located in the External Information Security Policy to notify the Department's Information Security Manager of suspected or known breaches of data. Notice must be in writing and sent to: ISM@flhsmv.gov. Notification to the Department is required immediately upon discovery of the suspected or known breach, and shall be provided as expeditiously as possible pursuant to Section 501.171(6)(a), Fla. Stat. The Tax Collector will follow the requirements of Section 501.171, Fla. Stat., as well as Department procedures, in handling breaches or possible breaches of data.
- 11.3. Fraud – The Tax Collector must notify the Department's Bureau of Motorist Services Support in writing within twenty-four (24) hours of discovery of any known or suspected fraudulent activity by the employees, vendors/contractors, or customers of the Tax Collector or of its License Plate Agents. The Tax Collector and License Plate Agents will follow all Department procedures regarding handling of fraud-related matters.
- 11.4. Quality Assurance – The Department is responsible for maintaining a Quality Assurance program in regard to services provided under this MOU, with the goal of improving customer service and the quality of transactions while confirming work process adherence to applicable law and established rules and procedures. The Department shall provide the Tax Collector with accurate and timely information that allows the Tax Collector to appropriately address work process and/or employee training issues. The Department will systematically perform Quality Assurance

reviews on all Tax Collector Offices. However, upon request of the Tax Collector, the Department will conduct specific and targeted audits to evaluate work process and employee training needs.

- 11.4.1. Quality Assurance reviews can be transactional in nature or consist of periodic on-site visits to a service delivery office.
- 11.4.2. During a review, the Tax Collector shall respond to the finding, offer mitigating information, and provide transactional, procedural, and background information the Department needs in order to complete a transactional or process analysis.
- 11.4.3. At the conclusion of the review, the Tax Collector will have the opportunity to respond to findings by offering mitigating and other pertinent information.
- 11.4.4. The Tax Collector is encouraged to develop individualized, county-specific quality assurance programs.
- 11.4.5. The Department will assist, upon written request, with the formulation of such programs.
- 11.4.6. When requested, the Department will conduct ad hoc Quality Assurance reviews of specific transactions, offices (including License Plate Agents), users, or employees in a specific Tax Collector county.

12. Public Records

Documents produced or collected as a result of this MOU shall be public records governed by the provisions of Chapter 119, Fla. Stat., and other applicable provisions of law.

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

13. Amendment

- 13.1. This MOU may be amended by written agreement executed between the Parties. A formal, written amendment document shall be required in order to effect any change, alteration, deletion, or addition to this MOU or any attachments. All amendments shall be executed with the same formality and in the same form as this MOU and shall be sequentially numbered.

- 13.2. All provisions of this MOU not in conflict with the amendment(s) shall remain in full force and effect and are to be performed as specified in this MOU.
- 13.3. Any change in agency locations or set-ups, or any data exchange requests, shall be made in accordance with Department procedure.
- 13.4. Any changes in law that conflict with this MOU will require the MOU to be amended. However, any changes in law must be complied with by all Parties when the law goes into effect regardless of whether an amendment has been issued.
- 13.5. The Parties agree this MOU will not be modified following an election in which an incumbent Tax Collector did not seek re-election or was not re-elected until the newly elected Tax Collector assumes office.

14. **Termination**

The Parties acknowledge that the performance of driver license issuance and vehicle registration services by Tax Collectors is in the best interest of the state. The Parties further acknowledge that the termination of this MOU will not relieve a Tax Collector from the performance of his or her statutory duties as authorized agent of the Department and therefore agree that this MOU will not be terminated in a manner that impairs the Tax Collector's ability to perform such duties. Subject to this limitation, this MOU may be terminated as follows:

- 14.1. At any time upon mutual written agreement of the Parties.
 - 14.1.1. The agreed-upon termination date shall be stated in the agreement.
 - 14.1.2. In the event of termination of this MOU, the Tax Collector and any License Plate Agent performing services related to this MOU shall be bound by the following requirements and conditions regarding any and all equipment provided hereunder:
 - 14.1.2.1. All equipment shall be protected and safeguarded until it is fully removed from the premises in which it is installed.
 - 14.1.2.2. Insurance coverage shall be maintained on the equipment until it is fully removed from the premises in which it is installed.
 - 14.1.2.3. Reasonable access shall be provided to the equipment to facilitate its removal.
- 14.2. By the Department for cause.
 - 14.2.1. Except for circumstances in which advance notice would result in further harm to either the Department or the public, the Department will endeavor to provide written notice to the Tax Collector (and the License Plate Agent, as applicable) at least thirty (30) days prior to termination.
 - 14.2.2. Regardless of when notice of termination is provided, it shall include a point of entry for an administrative review, pursuant to Chapter 120, Fla. Stat.

- 14.2.3. Prior to terminating the MOU for cause, the Department may permit the Tax Collector or License Plate Agent, as applicable, the opportunity to remedy the deficiency or issue underlying the reason for termination.
- 14.2.4. In such a case, the Department shall issue a Notice of Breach describing the reason(s) for the impending termination.
- 14.2.5. The Department may grant up to thirty (30) days for the Tax Collector and/or License Plate Agent to correct all deficiencies to the Department's satisfaction.
- 14.2.6. If all deficiencies are not satisfactorily corrected, the Department will proceed with the notice of termination as indicated above.
- 14.3. At any time by either Party when termination is in the best interests of the State of Florida.
 - 14.3.1. The Department must provide the Tax Collector or License Plate Agent with written notice of its intent to terminate in the best interest of the State at least thirty (30) days prior to termination.
 - 14.3.2. The notice shall include a point of entry for an administrative review, pursuant to Chapter 120, Fla. Stat.
- 14.4. Electronic support of the computer configuration may be terminated by the Department without prior notice, if deemed to be in the best interest of the State.
- 14.5. Upon termination of this MOU for any reason, and upon Department request, the Tax Collector must immediately return to the Department any and all Department assets (e.g., computer configuration, supplies, indicia, state revenue, etc.) in the possession of the Tax Collector and/or all License Plate Agents pursuant to this MOU, and shall provide an accounting satisfactory to the Department of all such assets.

15. Miscellaneous Provisions

- 15.1. This MOU shall be construed in accordance with the laws of Florida.
- 15.2. Wherever possible, each provision of the MOU shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision shall be found ineffective, then to the extent of such prohibition or invalidity, that provision shall be severed without invalidating the remainder of such provision or the remaining provisions of this MOU.
- 15.3. Venue: Any action hereon or in connection herewith shall be brought in Leon County, Florida.

16. **All Terms and Conditions Included**

This MOU and its addenda, if any, as referenced,
Addendum 01,
contain all the terms and conditions agreed to by the Parties regarding the subject matter hereof.

IN WITNESS WHEREOF, the respective authorized officials of the Department and the Tax Collector have signed this MOU on the dates indicated below

BROWARD COUNTY
POLITICAL SUBDIVISION
TAX COLLECTOR

STATE OF FLORIDA, DEPARTMENT
OF HIGHWAY SAFETY AND MOTOR
VEHICLES

Tax Collector Signature

Monica Cepero

Name

County Adminsitrator

Title

Date

59-600053

FEIN #

Signature

Name

Division Director, Admin. Services

Title

Date

cc: Florida Department of Revenue
Property Tax Oversight Budget Office
2450 Shumard Oak Boulevard, Building 2, Room 2-3214
Tallahassee, FL 32399