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MEMORANDUM OF UNDERSTANDING

New Mexico Taxation & Revenue Department's Motor Vehicle Division
(through New Mexico Interactive) &

(Agency, Department)

1. Memorandum of Understanding Purpose

- A.** This Memorandum of Understanding (MOU) is enacted between New Mexico Taxation and Revenue Department (TRD), through its contract with New Mexico Interactive (NMI) Contract No. 90-333-00-06613, and _____
_ (a New Mexico based tribal governmental agency, federal, state, county, municipality, or city law enforcement agency) for the purpose of providing the user access to the New Mexico Interactive Online Services (Driver History Records, Motor Vehicle Records and/or Driver Monitoring) to provide information to complement the identification of individuals or vehicles pertaining to official business duties.
- B.** This MOU is intended to facilitate the disclosure of "personal information" as defined in 18 U.S.C. § 2725(3) of the DPPA and NMSA 1978, § 66-1-4.14F, and "highly restricted personal information" as defined in 18 U.S.C. § 2725(4) of the DPPA by New Mexico MVD to the _____. The disclosure of personal and highly restricted personal information for use by any government agency in carrying out its functions is authorized under 18 U.S.C. § 2721(a)(2) and § 2721(b)(1) and NMSA 1978, § 66-2-7.1. The _____ agrees to comply fully with the DPPA to the extent not inconsistent with 26 U.S.C. § 6103 and with Section 66-2-7.1
- C.** The _____ will use the personal and highly restricted personal information only for the purposes of otherwise authorized under applicable law, including 26 U.S.C. § 6103.

2. Memorandum of Understanding Relationships

The NMI point-of contact (POC) will act as the primary coordinator needed to support this MOU and the _____ point-of-contact.
_____ or its agent will provide a list of user employees who will be accessing the driver or vehicle databases using the form at Attachment 3. The _____ or its agent will inform

the NMI POC of any changes to the _____ access list, via email, within two (2) business days.

MOU Primary Contract Information

The following are the primary MOU points-of-contact. Should any changes be made, the other party will be notified within two (2) business days.

New Mexico Interactive Primary Contact:

Name: Mandi Mendoza
Title: Office Manager
Office Phone: 505-982-8307 ext. 101
Mobile: 505-204-8682
Fax: 505-212-0758
Email: mandi@nminteractive.org
Mailing Address: 4001 Office Court Drive, Suite 704, Santa Fe, NM 87507

New Mexico Interactive Authorized Party:

Name: Angie Lincoln
Title: General Manager
Office Phone: 505-982-8307 ext. 103
Mobile: 505-620-4853
Fax: 505-212-0758
Email: angie.lincoln@nminteractive.org
Mailing Address: 4001 Office Court Drive, Suite 704, Santa Fe, NM 87507

Primary Contact (Account Administrator):

Name: _____
Title: _____
Office Phone: _____
Mobile: _____
Fax: _____
Email: _____
Mailing Address: _____
Physical Address: _____
Driver License#/State Issued ID#: _____ Expiration: _____

Governmental Entity Contact (Authorized Party):

Name: _____
Title: _____
Office Phone: _____
Mobile: _____
Fax: _____
Email: _____
Mailing Address: _____
Physical Address: _____

3. Purposes and Use of Driver and/or Vehicle Database Information

The information will be used to obtain state driver histories for violation information, Motor Vehicle History information and/or violation monitoring of driver records.

4. Use of Information

Use of driver specific and related driver information obtained from the New Mexico Motor Vehicle driver or vehicle databases is governed by the DPPA and NMSA 1978, § 66-2-7.1. Any unauthorized use of information obtained from the New Mexico Driver or Vehicle databases shall be considered a violation of the DPPA or Section 66-2-7.1.

5. User of NMI Online Service Information

_____ will implement an electronic or paper log that will document any searches of the database. A log will be maintained or will be available at each access point.

Select NMI Online Services

You may select the Online Services to which you or your organization would like to have access. Please note that certain services require additional forms and approvals. Please check the service(s) desired:

Online Access to Driver's License Records*

Select User Type: Point-to-Point User (For bulk data) Interactive User (For instant access to a record)

Driver Monitoring

Select User Type: Point-to-Point User (For bulk data) Interactive User (For instant access to a record)

Online Access to Motor Vehicle Records

Select User Type: Point-to-Point User (For bulk data) Interactive User (For instant access to a record)

Vehicle Registration Suite (Issuance of Temporary Permits)

Other _____

A. Request for Full Data View for Driver's License Records*

The standard information returned in a driver's license record is all citations, actions, etc. for the past three years, and DWI-related information based on statutes. If your agency requires access to expanded driver's license records, please complete and submit MOU Addendum 1 – Request for Full Data View for Driver's License Records.

8. Registered Users

_____ or its agent will obtain user agreements with each person who will access records under this MOU on behalf of _____ containing the information below and will maintain a list of the names, driver license number or state issued identification card number, expiration date of the license or card, address, and email addresses for all persons who will access records under this MOU and will make the list and signed agreements with each user available upon request by NMI.

Print Name _____ Email _____

Address _____

Signature _____ Date _____

Implementation Requirements

Prior to active access to the online services, NMI will ensure that the _____ will receive instructions on the proper procedures to access the service(s) and how to obtain the required information.

9. Removal of _____ Employee’s Online Service Access

For whatever reason, should a _____ employee’s access to the online services be revoked (personnel reasons or change of employment actions), the _____ POC will ensure that employee’s access to the service(s) is/are terminated and that NMI POC is notified, via email, within two (2) business days or sooner.

10. Recordkeeping and Disclosure Requirements

A. _____ will not resell personal and highly restricted personal information obtained from NMI online services. _____ will not disclose these records except otherwise authorized under applicable law, including 26 U.S.C. § 6103. _____ will ensure that any requirements for safeguarding and accounting of disclosure of return information, including personal and highly restricted personal information, are met in accordance with NMSA 1978, § 66-2-7.1, 26 U.S.C. § 6103 and its implementing regulations.

B. If _____ discloses personal and highly restricted personal information obtained from New Mexico MVD records, documentation of such disclosure will be maintained in _____ files as part of routine practices. _____ agrees to provide a record or any disclosure of personal and highly restricted personal information obtained from NMI online services to NMI and the New Mexico MVD

11. Termination of MOU

The provisions of the MOU may be terminated by:

A. _____ due to the termination of the need for access to NMI online services. Termination of the need for access under this circumstance shall be made to the NMI point-of-contact, via Email, followed by a hardcopy request mailed to the NMI POC at the address identified in Paragraph 3 above.

B. NMI or TRD may terminate upon written notice to _____ based upon a recorded infraction of the requirements contained in paragraph 1B and Attachment 1 of this MOU or any violation of law by Governmental Entity or its agents. The reason for the termination will be provided to _____ via phone, email, whichever is the most expeditious means of communication, and hard copy.

C. Either party may terminate this MOU without cause upon 30 days notice to the other party.

12. Liability

- A. As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from the negligence of its employees. The liability of _____ shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 et. seq. NMSA 1978, as amended.
- B. NMI shall not be liable for any injury to _____ personnel or damages to _____ property unless such injury or damages is compensable under the laws of the state of New Mexico or applicable federal statutory authority.

13. Third-Party Rights

This MOU does not confer any rights or benefits on any third parties.

14. Compensation

There will be no charges levied upon either NMI, MVD or _____ unless enacted by legislative action.

Each party to this MOU will consider actions required to comply with this MOU as requirements for normal operations and will include any expenditures in their annual budget requests and expenditures.

Should the user need a specific piece of equipment to allow connectivity with the NMI online services, the user is responsible to ensure the equipment is what is needed, will not interfere with any State IT systems, and will be responsible for the purchase and maintenance of said equipment.

15. Limitations

The terms of this MOU are not intended to alter, amend, or rescind any provisions of federal law. Any provisions of this MOU which conflict with Title 26 of the United States Code or other provisions of federal law will be null and void.

IN WITNESS WHEREOF, parties have executed this Memorandum of Understanding as of the date of signature by the NMI General Manager, below or a specified date, whichever is later

By _____ Date _____
New Mexico Taxation and Revenue Department

By _____ Date _____

(Name, Title)

By _____ Date _____
Angie Lincoln, General Manager
New Mexico Interactive, LLC