



## Taxation and Revenue Department

An Equal Opportunity Employer

### MEMORANDUM OF UNDERSTANDING

**Michelle Lujan Grisham**  
Governor

**Stephanie Schardin Clarke**  
Cabinet Secretary

**Aysha Mora**  
Deputy Cabinet Secretary

**Htet Wint**  
MVD Director

#### DIVISIONS

**Office of the Secretary**  
(505) 827-0341

**Administrative Services**  
(505) 827-0369

**Audit and Compliance**  
(505) 827-0900

**Motor Vehicle Division**  
(505) 827-4636

**Property Tax**  
(505) 827-0870

**Revenue Processing**  
(505) 827-0800

**Tax Fraud Investigations**  
(505) 841-6544

1100 S. ST. FRANCIS DR.  
SANTA FE NM 87505-4147  
(888) 683-4636

MVD.NEWMEXICO.GOV

New Mexico Taxation & Revenue Department's Motor Vehicle Division  
through New Mexico Interactive, LLC, dba Tyler New Mexico ("Tyler NM") &

(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 Tyler New Mexico ("Tyler NM") Contract No. 90-333-00-06613,

(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 Tyler New Mexico 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 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.

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

### 3. 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.

#### Tyler New Mexico Primary Contact:

Contact Name	Title			
John Mazurek	Director of Operations			
Telephone Number + Ext	Fax Number	Mobile	Email	
505-982-8307 ext. 1111	505-212-0758		<a href="mailto:John.Mazurek@tylertech.com">John.Mazurek@tylertech.com</a>	
Physical Address	City	State	Zip	
121 Sandoval Street, Suite #300	Santa Fe	NM	87501	

#### Tyler New Mexico Authorized Party:

Contact Name	Title			
Ryan Labbe	General Manager			
Telephone Number + Ext	Fax Number	Mobile	Email	
505-982-8307 ext. 1101	505-212-0758	619-346-8836	<a href="mailto:Ryan.Labbe@tylertech.com">Ryan.Labbe@tylertech.com</a>	
Physical Address	City	State	Zip	
121 Sandoval Street, Suite #300	Santa Fe	NM	87501	

#### Primary Contact (Account Administrator):

Contact Name	Title			
Telephone Number + Ext	Fax Number	Mobile	Email	
Physical Address	City	State	Zip	

#### Governmental Entity Contact (Authorized Party):

Contact Name	Title			
Telephone Number + Ext	Fax Number	Mobile	Email	
Physical Address	City	State	Zip	

### 4. 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.

### 5. 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.

### 6. User of Tyler NM 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.

## 7. Select Tyler NM 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:

Select the Online Services	Interactive (Online Instant Access)	Point to Point (Bulk Data)
<input type="checkbox"/> Driver License Records** (see note below)	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Driver Monitoring	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Youthful Driver Monitoring		
<input type="checkbox"/> Disability Placard		
<input type="checkbox"/> Motor Vehicle Records**	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Boat & Vehicle Bulk Data**		
<input type="checkbox"/> Vehicle Registration Suite (VRS)**		
<input type="checkbox"/> Other:		

### Note: 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 Tyler NM.

Print Name	Email		
Address	City	State	Zip
Signature		Date	

## 9. Implementation Requirements

Prior to active access to the online services, Tyler NM will ensure that the

will receive instructions on the proper procedures to access the service(s) and how to obtain the required information.

## 10. 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 Tyler NM POC is notified, via email, within two (2) business days or sooner.

## **11. Recordkeeping and Disclosure Requirements**

A.

will not resell personal and highly restricted personal information obtained from Tyler NM 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 Tyler NM online services to Tyler NM and the New Mexico MVD

## **12. Termination of MOU**

The provisions of the MOU may be terminated by:

A.

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

B. Tyler NM 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.

## **13. 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. Tyler NM 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.

#### **14. Third-Party Rights**

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

#### **15. Compensation**

There will be no charges levied upon either Tyler NM, 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 Tyler NM 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.

#### **16. Reporting an Information Security Incident**

HOW TO REPORT AN INFORMATION SECURITY INCIDENT

Incident: For the purposes of this MOU and the [Agency's/Department's] reporting obligations, an "incident" is any event that involves the real, suspected, or potential loss, disclosure, destruction, or modification of TRD's information or information systems, including contamination of resources by computer viruses. Anything that constitutes a breach under law, regulation or this Agreement is also considered an incident.

Every individual who accesses TRD's information on behalf of the [Agency/Department] is required to report any incident or possible incident IMMEDIATELY upon discovery or as soon as the incident is suspected. Time is critical in reporting incidents, as TRD is required to meet very strict deadlines for reporting certain types of breaches – and the starting point of the timeline is when the incident is discovered, not when it is reported. Any unnecessary delay as determined by the TRD Information Security Office is a violation of this procedure. In the event such a violation occurs, TRD shall have the right to immediately terminate (Agency/Department's) privilege to access TRD's information or information systems unless the violation is remedied to the satisfaction of TRD.

TRD shall have the right to restrict or suspend (Agency/Department's) access to TRD's information or information systems pending the completion of TRD's investigation of a possible violation of this policy.

**For unauthorized disclosures of TRD's confidential information immediately contact:**

**Mail:** TRD.Disclosure@state.nm.us

**Phone:** (505) 827-2281

**For Information Security Incidents immediately contact the TRD IT Support Team at: Email:** TRD.Support@state.nm.us **Phone:** (505) 827-2281

#### **17. 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 Tyler NM General Manager, below or a specified date, whichever is later.

**State of New Mexico Taxation and Revenue Department**

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Mike Baca, Chief Information Officer  
Taxation & Revenue Department

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Date

**State of New Mexico Taxation and Revenue Department**

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Htet Wint, MVD Director  
Taxation & Revenue Department

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Date

**Tyler New Mexico**

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Ryan Labbe, General Manager  
Tyler New Mexico

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Date

**Government Entity**

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Authorized Signatory (Name & Title)

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Date