



NEW MEXICO

STATE OF NEW MEXICO

Taxation and Revenue Department

An Equal Opportunity Employer

MEMORANDUM OF UNDERSTANDING

New Mexico Taxation & Revenue Department’s Motor Vehicle Division through New Mexico Interactive, LLC, dba Tyler New Mexico (“Tyler NM”) &

(Agency, Department)

Michelle Lujan Grisham
Governor

Stephanie Schardin Clarke
Cabinet Secretary

Aysha Mora
Deputy Cabinet Secretary

Htet Gonzales
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

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 shall provide Tyler NM a list of user employees who will be accessing the driver or vehicle databases using the 'Tyler New Mexico Online Account Security Agreement' form

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 shall be notified within two (2) business days.

Tyler New Mexico Primary Contact:

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

Tyler New Mexico Authorized Party:

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

shall implement an electronic or paper log that will document any searches of the database. A log shall be maintained or shall be available at each access point. The user shall send the log to Tyler NM or TRD immediately upon request.

7. Select Tyler NM Online Services

Please select the Online Services to which your organization would like to have access. **Request for Full Data View for Driver's License Records must submit MOU Addendum 1.

User Interactive Services (online website) – Search for records using an online web interface.	
	Driver License Records – search and view driver records**
	Driver Monitoring - monitor changes to driver records
	Disability Placard Lookup - validate disability placard ID numbers
	Motor Vehicle Records – search and view vehicle records
Point to Point – Uses an API to request specific records. Requires your IT/Developer to set up.	
	Driver License Records
	Motor Vehicle Records
Bulk Data - Daily differential file sent to customer via SFTP folder. Requires your IT/ Developer to set up.	
	Vessel/Boat Data
	Vehicle Data
Batch Data Driver Monitoring – Monitor driver records by customer defined list. Requires your IT/ Developer to set up.	
	Driver Monitoring – monitor changes to driver records
	Youthful Driver Monitoring – monitor driver by address

8. Registered Users

or its agent shall obtain user agreements with each person who will access records under this MOU on behalf of

containing the information below and shall 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 shall access records under this MOU and shall make the list and signed agreements with each user available upon request by Tyler NM or TRD.

Print Name	Email		
Address	City	State	Zip
Signature		Date	

9. Implementation Requirements

Prior to active access to the online services, Tyler NM shall 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 shall 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.

shall not resell personal and highly restricted personal information obtained from Tyler NM online services.

shall not disclose these records except as otherwise authorized under applicable law, including 26 U.S.C. § 6103.

shall ensure that any requirements for safeguarding and accounting of disclosure of returned systems 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 shall be maintained in

files as part of routine practices.

agrees to provide a record of 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 MOU Addendum 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 shall consider actions required to comply with this MOU as requirements for normal operations and shall 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 shall 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 effective as of the date of signature by the Tyler NM General Manager below (the "Effective Date"). This Memorandum shall continue for a period of five (5) years following the Effective Date.

State of New Mexico Taxation and Revenue Department

Mike Baca, Chief Information Officer
Taxation & Revenue Department

Date

State of New Mexico Taxation and Revenue Department

Htet Gonzales, MVD Director
Taxation & Revenue Department

Date

Tyler New Mexico

Ryan Labbe, General Manager
Tyler New Mexico

Date

Government Entity

Authorized Signatory (Name & Title)

Date