



## LICENSE PLATE AGENT SERVICE AGREEMENT

The Miami-Dade County Office of the Tax Collector (hereafter “Tax Collector”) and \_\_\_\_\_ (agency # ) (hereafter “LPA”) enter into this License Plate Agent Service Agreement (hereafter “Service Agreement” or “Agreement”) this \_\_\_ day of September, 2025 (“Effective Date”). Individually the Tax Collector and LPA are each a “party” to this Agreement and collectively the Tax Collector and LPA are the “parties”.

### RECITALS

**WHEREAS**, the parties acknowledge that the Tax Collector serves as an agent of the Florida Department of Highway Safety and Motor Vehicles (hereafter “FLHSMV”) for the purpose of implementing statutory and regulatory requirements relating to the titling and registration of vehicles and vessels; and

**WHEREAS**, in this capacity, the Tax Collector is responsible for issuing license plates and decals for automobiles, decals for mobile homes and vessels, disabled person parking permits, and processing title applications; and

**WHEREAS**, in carrying out these responsibilities, the Tax Collector and its appointed license plate agents, must maintain accurate records, report transactions, manage inventory, and remit collected funds to the FLHSMV in a timely manner; and

**WHEREAS**, the parties understand and agree that, effective January 7, 2025, the Tax Collector became an independent county constitutional office, and the authority previously held by Miami-Dade County to regulate license plate agents within the county (also referred to as branch auto-tag agencies) was assumed by the Tax Collector; and

**WHEREAS**, the Tax Collector is authorized, in its discretion, to contract with license plate agents, such as LPA, to provide motor vehicle and vessel services to the public in accordance with Chapters 319, 320, and 328 of the Florida Statutes; and

**WHEREAS**, LPA agrees to be bound by the Tax Collector’s standards, policies, and procedures governing license plate agents, the Memorandum of Understanding between the Tax Collector and FLHSMV, and the Tri-Party Memorandum of Understanding between LPA, Tax Collector and FLHSMV and acknowledges that failure to comply with any of the above referenced requirements shall be sufficient grounds for the Tax Collector to suspend, revoke, or impose conditions on LPA’s authorization to operate.

**NOW, THEREFORE**, in consideration of the mutual benefits and the terms, conditions, promises, covenants, and payments hereinafter set forth, the parties agree as follows:



## **Definitions**

The terms contained in this Agreement shall be defined as follows:

- I. The term “authorized” shall refer to the authority granted by the Tax Collector to LPA to operate as a license plate agent
  - II. The term “license plate agent/agency” shall refer to an individual, partnership, business or corporation authorized by the Tax Collector to perform motor vehicle and vessel transactions. A license plate agent may also be referred to as an auto tag agency or branch auto tag agency.
  - III. The term “certified clerk” and “certified owner/successor” shall refer to a person who has satisfactorily passed a written examination administered by the Tax Collector with a score of 70% or more for their respective position. A certified clerk must take a written exam every three years from the date of the last passing score. The certified clerk and certified owner/successor written examinations are given under the direction and supervision of the Tax Collector or his/her designee, and test the person's knowledge of the relevant laws, rules, regulations and procedures associated with conducting license plate agent business.
  - IV. The term “compensation” means that which is paid for services rendered by LPA staff, agents, owners, or designees.
  - V. The term “non-corporate operator” refers to an individual who runs their own LPA business or operates within a company that is not a large, established corporation.
  - VI. The term “operator” shall refer to the person, firm, partnership or corporation authorized to operate a license plate agency.
  - VII. The term “designated person” refers to an individual holding a certified clerk or certified owner/ successor certification, who presence allows the license plate agent to comply with this Agreement.
  - VIII. The term “qualified person” refers to either a certified clerk or certified owner/ successor whose qualifications meet the requirements of this Agreement.
  - IX. The term “Tax Collector” shall refer to the independent county constitutional office of the Tax Collector as defined by the Florida Constitution and the laws of Florida.
1. **Memorandums of Understanding.** LPA agrees to be bound by the terms and conditions required of the Tax Collector, including all terms and conditions that specifically apply to license plate agents, set forth in the Memorandum of Understanding between the Tax Collector and FLHSMV (attached hereto as Exhibit A) which shall be incorporated by reference into this Service Agreement.

Prior to the execution of this Service Agreement, LPA shall enter into a Tri-Party Memorandum of Understanding between LPA, Tax Collector and FLHSMV (attached hereto as Exhibit B) the terms and conditions of which shall be incorporated by reference into this Service Agreement. The Tri-Party Memorandum of Understanding is required to access the State of Florida’s equipment and software and the Florida-Real-Time Vehicle



Information System (“FRVIS”) and is a prerequisite to Tax Collector authorization to operate as a license plate agent in Miami-Dade County.

2. **Role of the Parties** The Tax Collector may create and/or remove license plate agents in Miami-Dade County to properly serve the needs, convenience and interest of the public, as determined by the Tax Collector. LPA must at all times during the Term of this Service Agreement respond promptly to the Tax Collector’s communications, requests and inquiries.
3. **Compliance with Applicable Rules, Regulations, Policies and Procedures.** LPA shall, during the Term of this Service Agreement and thereafter, faithfully comply with all applicable rules, regulations, laws, and FLHSMV and Tax Collector standards, policies and procedures. LPA shall not knowingly give false information to persons with whom it deals concerning official office business and/or transactions. Failure to comply as stated herein may cause the Tax Collector to revoke, suspend or otherwise condition its authorization for LPA to continue operating as a license plate agent.
4. **Term.** The Term of this Service Agreement shall commence on the Effective Date and shall continue for the duration of the tax collector’s current term in office and for ninety (90) days thereafter, unless earlier terminated in accordance with Paragraph 5.
5. **Termination.** This Service Agreement shall automatically terminate ninety (90) days following the election or appointment of a new tax collector.

This Service Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the non-terminating party. Termination may also occur, and shall take immediate effect, by mutual agreement of the parties.

Upon termination of this Service Agreement for any reason, all equipment, materials, and/or assets belonging to the Tax Collector and/or FLHSMV, shall be safeguarded and stored until retrieval in accordance with Tax Collector and FLHSMV policies and procedures.

6. **Amendments.** This Service Agreement may only be amended by a written instrument signed by both parties with the same formality and in the same form as this Service Agreement.
7. **Designated Person.** In the event a designated person's affiliation or employment with LPA ends, LPA must replace the designated person within thirty (30) days. The replacement designated person must be duly qualified pursuant to this Service Agreement.



8. **Rights and Privileges of Operator.** The rights and privileges granted to an operator, designated person, or qualified person pursuant to this Service Agreement are personal in nature and cannot be sold, transferred or assigned except as set forth in Paragraph 29. If LPA liquidates, dissolves, or otherwise terminates all of its business operations, LPA's authorization shall be immediately revoked unless a transfer of authorization is specifically granted by the Tax Collector.
9. **Closure of LPA.** The Tax Collector must be notified immediately should LPA choose to voluntarily dissolve or cease operation for any reason. Such notification must be sent via email to [qrc@mdctaxcollector.gov](mailto:qrc@mdctaxcollector.gov) and by certified mail to 200 NW 2nd Avenue, Miami, Florida 33128, Attention: Motor Vehicle Compliance.
10. **Suspension and Revocation.** If the Tax Collector determines that LPA has not faithfully complied with all applicable rules, regulations, laws, Tax Collector and/or FLHSMV standards, policies and procedures and/or the provisions of this Service Agreement, the Tax Collector may revoke, suspend or condition LPA's authorization to continue operations.

The conditions of suspension or revocation shall be determined by the Tax Collector. In the event of suspension or revocation, the Tax Collector shall serve a notice of suspension or revocation upon the operator. The Tax Collector may require immediate suspension of operations until such time as an investigation is concluded.

In the event of a prolonged suspension or a revocation of authorization, LPA shall, upon the Tax Collector's request, return all unsold decals, tags, unreported registrations, title applications, and all other documents that the Tax Collector deems appropriate.

11. **Compliance Cost Recovery.** Should LPA fail to comply with any provision of this Service Agreement, the Tax Collector may impose a compliance cost recovery charge equal to fifteen percent (15%) of the total payments reported by LPA to the Tax Collector for the prior month's transactions (excluding all sales taxes). This charge represents a reasonable pre-estimate of the additional administrative, monitoring, and enforcement costs the Tax Collector will incur as a result of noncompliance. The parties acknowledge and agree that:
  - a. The actual costs resulting from such noncompliance would be difficult to quantify at the time of contracting;
  - b. The amount specified is intended as a fair approximation of those costs and is not intended to be punitive; and
  - c. This cost recovery charge is in addition to, and not in lieu of, any other rights or remedies available to the Tax Collector under this Agreement or applicable law.
12. **Ownership Requirements and Disclosure.** LPA must at all times comply with the Tax Collector's requirements regarding license plate agent ownership which have been provided to LPA in writing, including but not limited to the following:



- a. Operator must at all times be a legal resident of the United States who resides in Miami-Dade County or a business entity authorized to operate within the State of Florida.
- b. No one shall operate or be involved in the ownership of LPA who is involved in any activity deemed a conflict of interest in accordance with the Tax Collector and/or the FLHSMV's written policies and/or pursuant to applicable laws. This Service Agreement does not prohibit LPA, its owners or affiliates from providing the same or similar services in other counties.
- c. LPA must fully disclose its ownership structure to the Tax Collector on a form designated by the Tax Collector. The Tax Collector must be notified prior to any changes in LPA's ownership. Any change in majority voting control of LPA shall be treated as a transfer under Paragraph 8.

These requirements may be amended from time to time at the discretion of the Tax Collector and LPA shall be timely notified in writing of any such amendments.

13. **Local Business Tax Receipt ("LBTR")** LPA shall comply with Miami-Dade County's LBTR requirements and municipal LBTR requirements as applicable. All LBTRs shall be issued in the name of the operator and shall state the address of the LPA.

Prior to the issuance of a LBTR renewal, the Tax Collector shall ascertain the operator's compliance with all applicable laws, rules, regulations, and Tax Collector/FLHSMV standards, policies, procedures and agreements. If the Tax Collector finds any acts of non-compliance, the Tax Collector may in writing notify the operator and provide a deadline for compliance.

14. **LPA Liability Insurance and Surety Bond Requirements.** LPA is required to furnish evidence of a Public Liability Insurance policy for no less than \$300,000.00 combined in a single limit per occurrence for bodily injury and property damage. The original Certificate of Insurance is required to be provided to the Tax Collector. The Tax Collector must be shown as the "insured certificate holder" with respect to coverage.

LPA must furnish a bond with a minimum requirement of twenty-five percent (25%) of the average monthly County and State auto tag related revenues collected, excluding sales tax, based on the preceding fiscal year commencing October 1st.

LPA must furnish the original Certificate of Insurance to the Tax Collector to be delivered to the Motor Vehicle Compliance Division at 200 N.W. 2ND Avenue, Miami, FL 33128.

The Certificate(s) of Insurance must indicate the following:

Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000. The combined single limit per occurrence for bodily injury and property damage.



Miami-Dade County must be shown as an additional insured with respect to this coverage.

Certificates indicating modifications and/or changes in insurance shall not be made without thirty (30) days advance notice in writing to the Tax Collector.

The bond and insurance shall be carried with solvent and responsible insurers rated no less than a "B" as to management, and no less than "Class V" as to financial strength. The insurance company must be listed in the latest edition of Best's Insurance Guide, published by the A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval by the Tax Collector. Alternatively, insurance companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and be a member of the Florida Guaranty Fund.

The bond and insurance company must be authorized to transact business in the State of Florida.

Bonds are conditioned upon LPA and its officers, directors, agents and employees' faithful compliance with all laws, correctly accounting for all money coming into its hands, and using ordinary care in correctly informing persons with whom it deals concerning any taxes or fees levied against them or their property. Such bond shall be payable to the Tax Collector for any damages suffered by the Tax Collector by reason of any unlawful act, fraud, neglect or embezzlement by LPA, its owners, employees, officers or agents.

All bond continuation certificates will have a coverage period ending on the same month and date on the subsequent year from the time of issuance. All bond continuation certificates will be required to be received by the Tax Collector a minimum of one week prior to the current bond expiration. Failure to comply with this requirement will result in the suspension of inventory until such time as compliance is met.

All certificate of liability insurance will have a coverage period ending on the same month and date on the subsequent year from the time of issuance. All certificates of liability insurance will be required to be received by the Tax Collector a minimum of one week prior to the current bond expiration.

Any person who shall be damaged by reason of any unlawful act, fraud, neglect or embezzlement of LPA shall have as his sole recourse an action on said bond in his name against the principal and sureties thereon. In no event shall such a person claiming to have been damaged have any right, remedy, action or course of action against the Tax Collector or its agents or employees.



The Tax Collector reserves the right to modify the requirements of this subsection as may be necessitated by changes in applicable state and local laws.

15. **Decal Paper Stock and/or Tag Consignment Privileges.** Upon the issuance of the bond and payment of the LBTR required by this Service Agreement, the LPA may secure decal paper stock and/or tags from the Tax Collector in quantities to be determined by the Tax Collector.

Within five (5) days of executing this Service Agreement, The LPA shall furnish Tax Collector with the names and signatures of LPA's qualified employees who can receive and sign for decal paper stock, tags and other accountable items. LPA must provide the Tax Collector with a new list of qualified employees immediately after adding or removing any employee from the list.

LPA shall, upon request of the Tax Collector, return all unused decal paper stock, tags, and other accountable documents, licenses and items to the Tax Collector for inventory purposes, all such items located within LPA's place of business shall be subject to physical inventory by the Tax Collector at any time.

16. **Transaction Reporting Requirements.** LPA's cashiering system must be approved by the Tax Collector.

Upon receiving payment for a motor vehicle or vessel transaction, LPA must provide the customer with a receipt showing all details of the transaction on a receipt form approved by the Tax Collector. LPA shall report such transaction to the Tax Collector on a form supplied by the Tax Collector and pay collected moneys to the Tax Collector within three (3) business days from the transaction closing. As part of payments collected, The LPA is required to collect the service fees specified in Chapters 319, 320, 327 and 328 of the Florida Statutes.

LPA may not accept payments and/or documents on any application and hold such payments and/or documents in abeyance for any reason. Failure to report transactions to the Tax Collector within three (3) business days may result in a late fee on the total remittance due and in arrears at a rate of 12 percent (12%) per year or 0.0329 percent per day. This fee shall be in addition to any other remedies available under this Agreement.

All documents and funds collected by LPA, exclusive of the fees to which LPA is entitled, shall be delivered to the Tax Collector no later than three (3) business days after the first date a report is generated by FRVIS (or a successor system) in a closed case status via a delivery method determined by the Tax Collector.



All reports shall be accompanied by remittances in full and reports for tags sold shall be returned to the Tax Collector on the basis of first-in, first-out, according to each series. Reports for tags sold shall be submitted to the Tax Collector every thirty (30) days.

Failure to comply with the reporting requirements set forth herein on more than two (2) separate occurrences within a six (6) month period may subject LPA to limitations in supplies, including but not limited to temporary tags, license plates, and decals.

LPA shall be entitled to fees for services rendered. Fees so authorized by the Tax Collector are attached hereto as Exhibit C and are the only lawful fees allowable for services rendered by LPA on behalf of the Tax Collector. If an LPA charges fees in excess of the fees outlined in Exhibit C, it shall return such overcharges to the customer and submit proof of the refund to the Tax Collector within three (3) business days from the date of the refund. The Tax Collector, in its sole discretion, may from time to time adjust the fees to which LPA is entitled. In addition, LPA shall be permitted to charge customers any actual third-party surcharges for payments made by credit card, debit card, or personal check to cover the costs of payment card processing fees and/or check guarantee services, as applicable.

17. **Books, Records and Payment Requirements.** LPA shall maintain a complete set of accounting records, including a permanent set of ledgers, journals, and supporting source documents reflecting all business transactions regarding the issuance of vehicle or vessel titles, registrations, and any and all transactions relating to the Electronic Filing System (“EFS”). All such records shall be held for a period of not less than three (3) years or until all applicable audits have been satisfied, whichever period is longer.

The Tax Collector may establish a standard uniform accounting system to be used by LPA. LPAs books and records pertaining to motor vehicle and vessel transactions and the EFS shall be available during all business hours for inspection and/or audit by the Tax Collector.

18. **Dishonored Payment Instruments.** LPA acknowledges and agrees that dishonored payments will be charged a service charge. The service charge amount will be the face value of the check or 5% of the face-value amount, whichever is greater, as authorized by Section 68.065, Florida Statutes. The Tax Collector may, in its discretion, require the use of cashier’s checks or electronic payments.
19. **LPA Payment Process Responsibility.** LPA is responsible for making timely payments for all motor vehicle and vessel transactions processed in closed status. LPA is responsible for the payment of all applicable late fees when payments are submitted late to the Tax Collector.



20. **Indemnification and Hold Harmless.** LPA shall indemnify and hold harmless the Tax Collector and its elected officials, officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Tax Collector or its elected officials, officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Service Agreement by LPA or its employees, agents, servants, partners, principals, or subcontractors. LPA shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Tax Collector, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. LPA expressly understands and agrees that any insurance protection required by this Service Agreement shall in no way limit the responsibility to indemnify, keep and hold harmless, and defend the Tax Collector or its elected officials, officers, employees, agents, and instrumentalities as herein provided.

Nothing in this Service Agreement shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity to which Tax Collector is entitled under Florida Statutes, case law, or any other source of law.

21. **Integration of Data** Upon a mutually agreed-upon date, Grant Street Group ("GSG"), the current vendor providing TaxSys, will collaborate with the Tax Collector to facilitate the import of ORION fee and transaction data from license plate agents operating within Miami-Dade County into TaxSys, the Tax Collector's system of record. The parties acknowledge that while GSG is the present vendor, the Tax Collector reserves the right to engage a different vendor or system provider in the future, and all references herein shall apply to the Tax Collector's designated system of record, regardless of vendor. This data import is contingent upon the availability and functionality of API endpoints provided by FLHSMV. GSG does not guarantee that all requested data will be available for import into TaxSys. LPA agrees to cooperate to the fullest extent required to facilitate the data integration process contemplated herein.
22. **Location, Hours and Office Requirements.** The Tax Collector shall approve LPA's initial office location. Should LPA desire to change office locations, it must submit a written request to the Tax Collector for approval. LPA office locations shall comply with the below minimum criteria:
- The physical office must comply with the Americans with Disabilities Act ("ADA"), Florida Building Code, and all other applicable local, state and federal laws regulating such location.



- LPA is required to maintain offices in a neat and clean condition.
- LPA is required to properly secure inventory and paperwork.
- LPA must make every effort to properly dispose of any documents or personal identifiable information not subject to applicable records retention rules, regulations, and laws.
- LPA shall have on its premises during all working hours a minimum of one “designated person” or “qualified person” handling ongoing business transactions within the office.
- Operating hours must be prominently displayed at each of LPA’s public entrances.
- LPA must notify the Tax Collector of its hours of operation. Any closures or changes must be immediately communicated to the Tax Collector in writing via email to Quality Review and Compliance at [qrc@mdctaxcollector.gov](mailto:qrc@mdctaxcollector.gov). LPA may be open on holidays and weekends at its discretion.
- The Tax Collector-approved fee schedule shall be conspicuously posted in LPA’s office such that it is readily viewable by customers. The fee schedule must be procured at LPA’s expense and must be a minimum of 24” x 36” and must include the following notice in a clearly legible manner:

"This is a privately owned business under contract with the Miami-Dade County Office of the Tax Collector as a License Plate Agent. The fees displayed have been approved by the Tax Collector. These services are also available at a Tax Collector Office for no additional service fee. For more information, please visit [www.mdctaxcollector.gov](http://www.mdctaxcollector.gov)."

23. **Tax Collector Signage.** From time to time, the Tax Collector may reasonably require LPA to display informational signage, to be provided by the Tax Collector, within its physical office or offices.
24. **Certified Clerks.** Unless the operator and the certified clerk are the same person, each operator must designate at least one certified clerk to be involved on a continual basis in the on-site management of LPA. If LPA does not have on its premises a certified clerk to conduct business, it shall immediately cease operations on behalf of the Tax Collector for the remainder of the day. Operations may continue the next business day contingent upon a certified clerk being present during all business/operational hours.

LPA shall immediately notify the Tax Collector if the operator, a certified clerk, or any person otherwise involved in LPA’s business is under investigation for, or convicted of, a crime of moral turpitude. The Tax Collector, in its sole discretion, shall determine whether to require the removal of such individual from the business and/or require the LPA to suspend business operations.



25. **LPA Training Requirements.** LPA is required to ensure its employees are knowledgeable of applicable laws, rules, regulations and Tax Collector/FLHSMV standards, policies and procedures relating to the operation of LPA’s business, including but not limited to FLHSMV’s Motor Vehicle Procedures Manual and the FRVIS (or successor system) Service Agreement.

LPA staff are required to complete training courses that may be assigned by LPA, FLHSMV or the Tax Collector. The training delivery method will be determined by the assigning agency. Assigned iLearn training modules must be completed within ninety (90) days of assignment, including those iLearn trainings assigned by FLHSMV even if FLHSMV does not provide a due date. The Tax Collector will conduct periodic audits and request transcripts from FLHSMV to ensure compliance with this paragraph. The Tax Collector may, in its sole discretion, assign additional training requirements from time to time. Failure to comply in the training requirements contained in **Table 1** herein may result in suspension of access to FRVIS (or successor system), and/or any other FLHSMV system the LPA may be using.

**Table 1**

<b>AAMVA Online Courses</b>
AAMVA FDR <course year> Introduction to Fraud
AAMVA FDR <course year> Counterfeits and alterations
AAMVA FDR <course year> People and actions
AAMVA FDR <course year> Security Features
AAMVA FDR <course year> Titles Vehicle Identification Documents
AAMVA FDR <course year> Internal Fraud for Staff
AAMVA FDR <course year> Internal Fraud for Managers
AAMVA FDR <course year> NMVTIS Investigation Tools
AAMVA FDR <course year> Introduction to Covert Features

LPA is required to maintain an up-to-date employee training manual for all processes, procedures, rules and regulations applicable to its employees. A copy of the manual shall be submitted to the Tax Collector, which must include the requirements outlined in this Service Agreement. If any portion of the manual is amended, the Tax Collector must be provided with an updated copy of the entire manual.



26. **LPA Quality Assurance Program.** LPA shall establish its own quality assurance program to ensure compliance with all applicable rules, regulations, laws, and FLHSMV and Tax Collector standards, policies and procedures.

LPA staff responsible for conducting quality assurance reviews should be in a management or leadership position, preferably a qualified person, be knowledgeable of quality assurance functions, and be able to quickly identify, address and rectify any non-compliance issues.

LPA's quality assurance team shall confirm and document that LPA staff who serve the public have completed all required training courses.. The Tax Collector shall be notified via email at [qrc@mdctaxcollector.gov](mailto:qrc@mdctaxcollector.gov) immediately upon completion of each required training. The Tax Collector reserves the right to amend the training notification process from time to time.

LPA staff must regularly review Technical Advisories ("TAs") and Information Notices issued by FLHSMV and contained in FLHSMV's Motor Vehicles Procedures Manual.

LPA's quality assurance team is required to immediately report instances of suspicion of fraud or suspected criminal activity to the Tax Collector in accordance with TL-56 attached hereto as Exhibit D.

27. **Tax Collector's Quality Review & Compliance Unit ("QRC").** The QRC is delegated oversight authority over LPA's quality assurance staff and shall be responsible for conducting assessment reviews on a variety of FLHSMV functions, investigating customer complaints, performing audits and supporting law enforcement activities. LPA is required to cooperate with all QRC activities and shall provide a designated area for QRC staff to perform on-site quality review assessments. The area provided to perform quality review assessments must be available upon request and maintained in a neat, clean and professional manner.
28. **Audits.** LPA is required to adhere to FLHSMV and QRC audit requests contained in Exhibit E including applicable timeframes.
29. **Transfer or Sale of a License Plate Agency.** The creation, transfer and/or sale of a license plate agency shall be at the sole discretion of the Tax Collector.
30. **Security and Confidentiality.** LPA shall use the information received from FLHSMV and/or the Tax Collector for authorized purposes only. LPA shall protect and maintain the security of all confidential motor vehicle information received pursuant to this Service Agreement, other agreements incorporated herein, and applicable state and federal law.



31. **Public Records.** LPA, when acting on behalf of the Tax Collector, shall in addition to all other conditions of this Service Agreement:
- a. Keep and maintain all public records in accordance with all applicable records retention rules, laws, and regulation.
  - b. Upon request from the Tax Collector, provide a copy of the requested records to be inspected or copied within a reasonable time.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Service Agreement Term, and following completion of the Term, if LPA does not transfer the records to the Tax Collector.
  - d. Upon completion of the Term, transfer, at no cost to the Tax Collector, all public records in LPA's possession or keep and maintain the public records required by the Tax Collector to perform the services outlined herein. If LPA transfers all public records to the Tax Collector, LPA shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If LPA keeps and maintains records upon completion of this Service Agreement, LPA shall meet all applicable requirements for retaining such records. All records stored electronically must be provided to the Tax Collector upon request, in a format that is compatible with the Tax Collector's information technology systems.

**If LPA has questions regarding the application of Chapter 119, Florida Statutes, to LPA's duty to provide public records relating to this contract, LPA shall contact the custodian of public records at:**

**Miami- Dade County Office of the Tax Collector  
PublicRecs@MDCTaxCollector.gov**

32. **Required Affidavits.** LPA shall execute all required affidavits which shall be incorporated by reference into this Service Agreement:
- a. The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form is required by Section 287.138, Florida Statutes and is attached hereto as Exhibit F
  - b. The Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit is required by Section 787.06, Florida Statutes and is attached hereto as Exhibit G
  - c. The Prohibition Against Doing Business with Communist Countries Affidavit which is attached hereto as Exhibit H



33. **Severability.** If this Service Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken without affecting the binding force of this Service Agreement as it shall remain after omitting such provision.
34. **Headings.** Captions and headings in this Service Agreement are for ease of reference only and do not constitute a part of this Service Agreement and shall not affect the meaning or interpretation of any provisions herein.
35. **Governing Law and Venue.** This Service Agreement shall be governed by, and construed in accordance with, the laws of Florida. Venue for any dispute arising out of this Service Agreement shall be exclusively in Miami-Dade County.

**IN WITNESS WHEREOF**, the parties hereto have caused this Service Agreement to be executed by their undersigned officials as duly authorized.

Miami-Dade Tax Collector

License Plate Agent (LPA)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Agency #: \_\_\_\_\_

Agency #: \_\_\_\_\_

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

This **MEMORANDUM OF UNDERSTANDING (MOU)** is entered into by and between the Florida Department of Highway Safety and Motor Vehicles (hereafter “Department”) and the Tax Collector in and for Miami-Dade county, a political subdivision of the state (hereafter “Tax Collector”), collectively referred to as “the Parties.”

**1. Purpose**

- 1.1. Tax Collectors are the statutory agents of the Department for carrying out many of the Department’s statutory duties at the local level, pursuant to Chapters 319, 320, and 328, Fla. Stat. 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 Department procured equipment utilized by Tax Collectors; 2. Delivery of consistent services provided by 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 MyDMVPortal 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 also replaces the Tax Collector MOU that is the basis for any existing tri-party agreement between the Department, the Tax Collector and his or her LPA(s).
- 1.3. The Tax Collector is hereby required by law to perform the following duties as the agent for the Department:

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

Administer driver license examinations and issuing Florida driver licenses and identification cards pursuant to Section 322.135, Fla. Stat., and perform 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, pursuant to Section 320.03(5)(b), Fla. Stat.
- 2.3. **Automated Clearing House (ACH):** The electronic network for processing financial transactions.
- 2.4. **Breach of Security:** Any unauthorized access of data in electronic form containing personal information as defined in Section 501.171, Fla. Stat.
- 2.5. **Computer Configuration:** Department-provided computer hardware (workstation, monitor, keyboard, and mouse), software, peripherals (such as printers, scanners, camera, signature pad), 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, registration decal, driver license, or identification card.
- 2.7. **Credentialing Services:** Issuance of titles, registration certificates (with or without a decal), license plates (metal and temporary), disabled parking permits, registration decals, driver licenses, and identification cards.
- 2.8. **Department:** The Florida Department of Highway Safety and Motor Vehicles; an agency of the state of Florida established pursuant to Section 20.24, Fla. Stat.
- 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. **Driver License Operations Manual:** The Department's manual that specifies how employees and agents are to issue driver credentials.
- 2.11. **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 and the purposes for

which motor vehicle and driver license information may be used. The Department automatically blocks personal information on motor vehicle and driver license records.

- 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. **Indicia:** All documents, validation decals, paper stock, license plates, or card stock necessary for performing Credentialing Services.
- 2.14. **Information Systems Administration or ISA:** The Department's information technology division.
- 2.15. **License Plate Agent (LPA):** A privately owned entity that acts as an agent of the Tax Collector for the provision of titling and registration services. Also commonly referred to as Private Tag Agents or "PTAs."
- 2.16. **Motor Vehicle Procedures Manual:** The Department's manual that specifies how employees and agents are to issue motor vehicle credentials.
- 2.17. **MyDMVPortal:** The Department's official website that allows customers to handle online transactions for titles, registrations, driver licenses, and identification cards.
- 2.18. **National Institute of Standards and Technology (NIST) Cybersecurity Framework:** Widely accepted best practices for cybersecurity as set forth by U.S. Department of Commerce and adopted by the state of Florida in Section 282.3185, Fla. Stat.
- 2.19. **PartnerNet:** The Department's intranet site allowing partners, such as the Tax Collector and his or her LPAs, to obtain direct access to information.
- 2.20. **Personal Information:** As defined in 18 U.S.C. §2725, 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.

### 3. Term

- 3.1. This MOU shall be effective upon the date of last signature of the Parties below and shall remain in effect through January 31, 2029, unless earlier terminated pursuant to Section 14. This agreement can be extended, in writing, by mutual agreement of the Parties.

- 3.2. 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, rules, policies and procedures relating to Credentialing Services.
  - 4.1.1. In carrying out these responsibilities, Chapters 319, 320, 322, and 328 Fla. Stat., permit the Department to contract with Tax Collectors, who act as authorized agents of the Department to perform Credentialing Services.
  - 4.1.2. Tax Collectors are authorized to contract with an LPA to provide motor vehicle related Credentialing Services under Chapter 319, 320 and 328, Fla. Stat. LPA(s) are not authorized to perform driver license or identification card transactions.
  - 4.1.3. In support thereof, the Department will supply the systems, equipment, indicia and support necessary to permit the Tax Collector and LPA(s) to perform authorized Credentialing Services. (refer to Section 9)
  - 4.1.4. The Department will provide a help desk for Tax Collector and LPA use, with staff available to provide assistance during regularly scheduled business hours (M-F, 8:00 a.m. to 6:00 p.m. ET), excluding state holidays.
  - 4.1.5. The Department will make available the procedures and manuals which shall govern all Department, Tax Collector, and LPA (as applicable) activities provided pursuant to this MOU. These include, but are not limited to, the Driver License Operations Manual, the Motor Vehicle Procedures Manual, and the External Information Security Policy. 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.
  - 4.1.6. The Department and Florida Tax Collectors, Inc., agree that collaboration is essential concerning proposed policy and procedure changes, as necessary. Accordingly, the Department will collaborate with the Board of Directors of the Florida Tax Collectors, Inc. and any additional Tax Collectors represented by the Florida Tax Collector Association so the Board may make each Tax Collector aware of proposed changes and provide the Department with comments regarding proposed changes. Additionally, questions from LPAs regarding policies, procedures and proposed changes shall first be directed to the appointing Tax Collector, who may consult with the Department in responding, or to the Florida Tax Collector Association as the Tax Collector deems appropriate.

- 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 applicable Department policies and procedures. including 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 transactions to the general public, including titles, registration certificates (with or without decal), disabled parking permits, registration decals, driver licenses, identification cards, and other transactions required as a prerequisite to licensing, such as application processing, financial responsibility clearances, fingerprinting, and fee collection.<sup>1</sup>
- 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 LPA(s), as applicable, shall comply with Section 282.0051(1)(q)1.f., Fla. Stat. relating to the National Institute of Standards and Technology Cybersecurity Framework, and section 282.3185, Fla. Stat., Local Government Cybersecurity requirements, and the Department’s External Information Security Policy. The security policy and procedures are incorporated herein by reference and are posted online at PartnerNet. The Tax Collector and his or her LPA(s), including their respective employees, should become familiar with and adhere to the External Information Security Policy.
- 4.2.4. The Tax Collector and his or her LPA(s) shall ensure all training is completed as set forth in Section 6.
- 4.2.5. In accordance with Section 320.03(4)(a), Fla. Stat., the Tax Collector, third-party contracted with the Tax Collector, License Plate Agent, or third party contracted with a License Plate Agent who has online computer access to the Department’s systems, data, or utilizes ancillary technology provided by FLHSMV, shall enter into an MOU with the Department.
- 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),

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<sup>1</sup> LPAs do not provide driver license and identification card services pursuant to Chapter 322, Fla. Stat.

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 titling and registration services, the Tax Collector agrees to maintain overall responsibility and control for the operation of any Department Systems and Department-provided computer configuration installed in the License Plate Agent’s office(s) according to the terms of this MOU with the Department.
- 4.3. **Electronic Filing System (EFS):** The Tax Collector and his or her LPA(s) 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 and his or her LPA(s) 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. These property-related records shall be available for review by the Department during regular business hours and copies provided to the Department upon written request. The Tax Collector and his or her LPA(s) 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, excluding services fees or charges set forth in Section 4.6 below, shall be electronically remitted by either the Tax Collector or his or her LPA(s), as applicable, to the Department within five (5) business days after the close of the business day on which the Tax Collector or LPA(s) office received the funds, as required by Sections 319.32(6), 320.03(3), 322.135(6), and 328.73(4), Fla. Stat.
- 4.5.1. **Deposits:** The LPA(s) shall deposit all monies owed to the Department in a state or federally chartered commercial bank account insured by the Federal Deposit Insurance Corporation, or in an account with a state or federally chartered credit union insured by the National Credit Union Administration.

- 4.6. **Service Fees/Charges:** The Tax Collector and his or her LPA(s), as applicable, are 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. **Confidentiality of Personal Information:** The Tax Collector and its LPA(s) shall access, use and maintain the confidentiality of all information received under this agreement in accordance with Chapter 119, Fla. Stat., Section 501.171, Fla. Stat., and the Driver Privacy Protection Act.
  - 4.7.1. The Tax Collector and its LPA(s) shall use the information received from the Department only for the purposes authorized by this MOU, including any MOU addendum. The Tax Collector and his or her LPA(s) 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. **Uniformity:** The Parties acknowledge and recognize the need for statewide uniformity in providing Credentialing Services. 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 and his or her LPA(s) under this MOU and as identified in this Statement of Work.
- 5.2. **Notices and Communication:** The Department will communicate to the Tax Collectors immediately upon becoming aware that of system outages impacting any Tax Collector which would result in the Tax Collector's inability to deliver service to the public. Any statewide 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 may share with the public.
  - 5.2.1. 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 when possible to implementation or beta testing/soft launch. The Department will ensure open, transparent, timely, and reasonable communication of such plans.
- 5.3. **Motor Vehicles:** The Tax Collector and his or her LPA(s) shall provide all title, registration and parking permit 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 an LPA to provide any title, registration and/or parking permit transactions performed under this MOU, it is understood that the LPA, as an agent of the Tax Collector, must comply with the terms of this MOU and execute a separate tri-party MOU with the Department and Tax Collector 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 LPA for failure to follow the terms of this MOU or the tri-party MOU entered into with the Tax Collector and 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. In accordance with Sections 319.32(2)(c), 320.04(3), and 328.72(7)(b), Fla. Stat., if a Tax Collector elects to exercise his or her authority to contract with an LPA, the Tax Collector may determine additional service charges to be collected by the privately owned LPA for providing motor vehicle and vessel titles, registration and parking permit transactions. Additional service charges must be fully itemized and disclosed to the customer paying the additional service charges. A schedule of additional service fees authorized by the Tax Collector shall be provided to the Department upon request.

**5.4. Driver Licenses/Identification Cards:**

- 5.4.1. 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.
- 5.4.2. 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.

- 5.4.2.1. **Driving Skills Tests:** Driving skills tests must be provided by Tax Collectors for no additional service charge to the customer except as 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 instances where the customer is willing to pay an additional convenience fee and notice of the additional fee is provided to the customer.
- 5.4.2.1.1. Driving skills tests must be administered as outlined in the Driver License Operations Manual.
- 5.4.2.1.2. The Tax Collector must have at least one (1) primary road route and one (1) alternate route for driving skills tests. These routes shall be approved by the Department before use and meet the requirements designated in the Driver License Operations Manual.
- 5.4.2.2. **Medicals/Five Day Letters/Department Re-Exams:** The Tax Collector must provide written and driving skills re-examinations, medical, and cognitive tests as required by Section 322.221, Fla. Stat.
- 5.4.2.2.1. A Tax Collector may not issue a driver license if there is reason to believe that the licensee is physically or mentally unqualified to operate a motor vehicle pursuant to Section 322.135(4), Fla. Stat.
- 5.4.2.2.2. 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 for reporting as outlined in the Florida Driver License Operations Manual.
- 5.4.2.3. **Knowledge Exam/Tests:** The Tax Collector is required to provide all knowledge exams.
- 5.4.2.3.1. Knowledge exams may be provided using printed tests or via computerized tests in either visual or audio form using the computerized testing unit. In lieu of a printed exam, oral exams must be provided to those customers requesting them.
- 5.4.2.3.2. 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 interpreter 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 commercial driver license ("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.
- 5.4.2.3.3. Interpreters may be used for non-CDL oral examinations only.

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

5.4.2.4. **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 LPAs, attend the necessary training related to performance of services described in this MOU as required by law, rule, and the Department. Training information and requirements can be found on the Department's PartnerNet Learning Home and is available via iLearn (the Department's online learning management system).
- 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 or his or her LPA(s), as applicable, are consistent with state and federal laws and Department procedures. New tax collector personnel who issue driver license credentials are required to complete driver license training within six (6) months of being granted access to the Department's Online Registration and Identity Operating Network (ORION).
- 6.3. Annual security awareness training, provided by the Department, is a requirement of all Tax Collector employees, and LPA employees who have access to the Department's Driver License and/or Motor Vehicle systems or data.
- 6.4. The Department requires all users who maintain the CDL Transaction role to complete the required AAMVA CDL training every four (4) years, The Department requires users who maintain the DL examiner role to complete the required AAMVA Fraudulent Document Recognition training every three (3) years.

## 7. Tax Collector and License Plate 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 LPAs), 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 on letterhead (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 Board of Directors of the Florida Tax Collectors Association, Inc.
- 7.2.3. The Tax Collector must inform the Department, in writing on letterhead (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 or LPA, as applicable, 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.

#### 9. **Computer Equipment, Software and Security**

- 9.1. All computer equipment, software and related systems utilized by the Tax Collector or LPAs on behalf of the Tax Collector to perform Credentialing Services shall comply with the Department's External Information Security Policy and the National Institute of Standards and Technology (NIST) Cybersecurity Framework.
- 9.2. The Department will provide computer hardware (comprised of a workstation, keyboard, and mouse) and monitor, software, printer, base operating system, applications, and sets of configuration files (herein referred to as "computer configuration") to the Tax Collector and approved LPA(s) 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 or LPA(s) pursuant to state-issued contracts and purchasing agreements with the Department's vendors.
- 9.5. Tax Collectors and LPAs seeking to move existing equipment to other offices shall submit a written request to the Department at least ninety (90) days in advance of the move. If an office is closed by the Tax Collector or an LPA, any Department purchased equipment not being moved and installed in another existing office within that county must be returned to the Department. All servers must remain powered on and connected to the network. Department purchased 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 and LPA(s). 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 or LPA 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 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 and/or LPA must either pay the Department's vendor directly or reimburse the Department for any costs for service and maintenance for additional equipment purchased by the Tax Collector or LPA.
  - 9.7.1. With advance written approval from the Department, the Tax Collector or LPA 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 or LPA's sole expense. The Department shall not unreasonably withhold such written approval.
  - 9.7.2. Installation and maintenance of any such additional functions or modifications will be the responsibility of the Tax Collector or LPA(s).
  - 9.7.3. The Tax Collector and LPA(s) agree that additional functions must not interfere with the functions for which the computer configuration is designed. Any necessary remediation to cure such interference shall be at the sole cost of the Tax Collector or LPA(s), as applicable.
  - 9.7.4. The Tax Collector and LPA(s) agree 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.

- 9.8. 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 as set forth in the External Information Security Policy.
- 9.9. The Parties acknowledge that fire and hazard insurance on the full insurable value of the computer configuration is provided by the Department to the Tax Collector and his or her LPA(s) and that only such equipment and software owned by the Department is so insured.
- 9.10. The Parties recognize that continued funding of any computer configuration by the Department is subject to funds appropriated by the Florida Legislature.
  - 9.10.1. The Tax Collector and LPA(s) 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.
  - 9.10.2. The Tax Collector and LPA(s) 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. Misuse can include, but is not limited to, using non-OEM printer toner cartridges, disassembly of hardware, servicing of equipment by persons other than the Department's authorized vendors.
  - 9.10.3. The Tax Collector and LPA(s) shall permit the Department and its vendors to inspect the computer configuration in all locations during regular business hours. The Tax Collector and his or her LPA(s) agree to provide access to the Department or its authorized vendors to the computer configuration during non-business hours, as needed. Unless there is an emergency, the Department and the Tax Collector or LPA, as applicable, 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 pursuant to applicable service level agreements.
- 9.11. 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.
  - 9.11.1. The Tax Collector agrees to assist in implementing upgrades required to any software provided and required by the Department.
  - 9.11.2. 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.
  - 9.11.3. All systems with access to the Department's network and resources shall be configured with endpoint security solutions approved by the Department.

- 9.12. Neither the Tax Collector nor any LPA(s) shall bypass or disable any security controls or security solutions on the Department's computer configuration or systems.
- 9.13. All requests for Department network modifications, additions, or local administrator access must be sent to [TAC@flhsmv.gov](mailto: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.
- 9.14. Network hardware for the Department's network may not be altered without approval by ISA.
- 9.15. Routers, switches, hubs, or wireless access points may not be installed on the Department's network without written approval. Requests for such approval shall be sent to [TAC@flhsmv.gov](mailto:TAC@flhsmv.gov).
- 9.16. 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.

#### 10. Safeguarding Information

- 10.1. To gain access to the Department's software systems, all Tax Collector users must complete an access authorization form and clear a criminal background check as set forth by the Federal Real ID Act, 49 CFR s.384.228 and 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 of a Tax Collector may not be shared; sharing of user IDs or passwords may result in immediate termination of system access.
- 10.2. To gain access to the Department's motor vehicle issuance systems, all LPA users must clear a criminal background check as approved by the Tax Collector. The Tax Collector shall provide the results of the criminal background check upon request of the Department. The Tax Collector shall ensure that LPA access to systems and specific roles is appropriate for the user. User IDs and passwords of an LPA may not be shared; sharing of user IDs or passwords may result in immediate termination of system access. LPA users are required to undergo a criminal background check within 90 days of the effective date of this MOU.
- 10.3. The Parties agree a cybersecurity best practice is to limit the amount of personal identifying information obtained from the Department and maintained on the Tax Collector or LPA information technology systems. The Tax Collector and LPA(s) agree to securely delete or remove Personal Information from its systems when the information is no longer needed. In no event shall Personal Information be maintained outside of Department systems for a period t exceeding one year without written approval of the Department.

10.4. If a user is terminated, changes roles, or otherwise separates from the Tax Collector or LPA, the Tax Collector or LPA 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, change or separation.

10.4.1 If a Tax Collector or LPA user is terminated for misuse of any issuance software, Department Systems or data, the Tax Collector must submit an email to MS-Logons@flhsmv.gov detailing all circumstances leading to the termination, and all actions taken to address the misuse by the Tax Collector or LPA, within twenty-four (24) hours of the effective date of the user's termination. LPA(s) shall immediately notify their appointing Tax Collector in writing of any misuse by a user.

10.5. If, at any time, the Department discovers misuse of any issuance software, Department Systems or data, the Department may immediately terminate system access.

10.6. During normal operating hours of the Tax Collector and any LPA, the Department shall be permitted, without prior notice, to inspect and audit records and operations related to activities undertaken pursuant to this MOU.

## **11. Compliance and Control Measures**

11.1. Internal Controls – This MOU is contingent upon the Tax Collector and his or her LPA(s) 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 Security – The Tax Collector and his or her LPA(s) must 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 and his or her LPA(s) will follow the requirements of Section 501.171, Fla. Stat., as well as Department procedures, in handling breaches or possible breaches of data. F.S. 282.3185 "Local Government Cybersecurity" also outlines specific reporting requirements for incident notification by local governments which must be followed.

11.3. Improper Conduct – The Tax Collector and his or her LPA(s) must notify the Department's Bureau of Motorist Services Support in writing within twenty-four (24) hours of discovery of any improper conduct by employee vendors, or contractor of the Tax Collector or LPA(s).

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 processes and/or employee training issues. The Department may systematically perform Quality Assurance reviews on Tax Collector or LPA Offices. However, upon request of the Tax Collector, the Department will conduct specific and targeted audits to evaluate work processes and employee training needs.

- 11.4.1. During a review, the Tax Collector or his or her LPA(s) shall respond to the Department's findings, offer mitigating information, and provide transactional, procedural, and background information the Department needs in order to complete a transactional or process analysis.
- 11.4.2. At the conclusion of the review, the Tax Collector or LPA(s) will have the opportunity to respond to findings by offering mitigating and other pertinent information.
- 11.4.3. The Tax Collector is encouraged to develop individualized, county-specific quality assurance programs.
- 11.4.4. The Department will assist, upon written request, with the formulation of such programs.
- 11.4.5. Upon request by the Tax Collector, the Department will conduct ad hoc Quality Assurance reviews of specific transactions, offices (including License Plate Agents).
- 11.5. Annual License Plate Audit – The Tax Collector and his or her LPA(s) are responsible for the annual license plate inventory audit and attestation of indicia as outlined in the Bureau of Accounting Procedures – see BA-6 Inventories and Year-End Audit.
- 11.6. Annual User Role Audit – The Tax Collector is responsible for the review and annual attestation of all Tax Collector and LPA users for appropriate assignment of roles in respect to operational job duties.

## 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 OR A LICENSE PLATE AGENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE TAX COLLECTOR'S OR A LICENSE PLATE AGENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATED TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 617-3101, [OGCFiling@flhsmv.gov](mailto: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.

**14. Termination or Suspension**

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 or suspension.
- 14.2.2. Regardless of when notice of termination or suspension 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 or suspending 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 or suspension.
- 14.2.4. In such a case, the Department shall issue a Notice of Breach describing the reason(s) for the impending termination or suspension.
- 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 or suspension 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 or suspend in the best interest of the State at least thirty (30) days prior to termination or suspension.
  - 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 or suspended 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 or LPA(s) 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, 01, 02, 03, 04, 05 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

Miami-Dade COUNTY  
POLITICAL SUBDIVISION  
TAX COLLECTOR

STATE OF FLORIDA, DEPARTMENT  
OF HIGHWAY SAFETY AND MOTOR  
VEHICLES

Tax Collector Signature

David Fernandez

Name

Tax Collector

Title

01/09/2025

Date

93-4099308

FEIN #

Signed by:

Signature

Mark Hernandez

Name

Chief, Bureau Purchasing & Contracts

Title

January 29, 2025

Date

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



**ADDENDUM NO. 1**  
**ELECTRONIC CASHIERING SERVICES**

THIS ADDENDUM NO. 1, is for the provision of Electronic Cashiering Services under the terms of the MOU. The Parties agree as follows:

1. The Tax Collector may perform the cashiering service or, upon providing written notification to the Department, may contract with a Third-Party Cashiering Vendor to operate a system that interfaces with the Department's Electronic Cashiering Service to process payments for driver license and motor vehicle transactions for customers within the Tax Collector's county.
2. The Tax Collector's Third-Party Cashiering Vendor must enter into a Contract with the Department to utilize the Service.
3. The Department collects and maintains personal information that is subject to the disclosure prohibitions contained in 18 U.S.C. §2721, the Driver's Privacy Protection Act (hereinafter "DPPA"), sections 119.0712(2) and 501.171, Florida Statutes, and other statutory provisions as required by law. The Third-Party Cashiering Vendor who receives personal information through the Service is subject to these same restrictions.
4. **Cashiering Vendors:** The Tax Collector requests that DHSMV authorize Grant Street Group, inc., its Third-Party Cashiering Vendor, to have access to the Department's Electronic Cashiering Service (hereafter, "Service").
  - 4.1. The Third-Party Cashiering Vendor will only be permitted to utilize the Service if the Third-Party Cashiering Vendor enters into a Contract with the Department for that purpose.
  - 4.2. The Tax Collector shall ensure that the Third-Party Cashiering Vendor only uses the Service to process payments for driver license and motor vehicle transactions, void payments applied to driver license and motor vehicle transactions and perform related inquiries for customers assisted by the Tax Collector.
  - 4.3. The Tax Collector shall ensure that the customer's personal information provided via the Department's Service shall be used only for the specified purpose of cashiering driver license and motor vehicle transactions and related services.
  - 4.4. Any other usage of such data must first be approved by the Department in writing.

**END OF TEXT**



**ADDENDUM NO. 02**  
**RENEWAL SERVICES**

THIS ADDENDUM NO. 02, is for the provision of Renewal Services under the terms of the MOU. The Parties agree as follows:

1. The Department has developed a Renewal Eligibility Service (“Service”) that allows a Renewal Vendor to search the database using the same information that is being used today which is an exact match on license plate number and date of birth or PIN.
2. The Department’s Service will return eligible renewal data containing no personal identifiable information that can be used to create the input file for the high-speed renewal process in FRVIS.
3. The Tax Collector may perform the renewal service, or upon providing written notification to the Department, may contract with a Renewal Vendor to provide online renewal services to residents of said Tax Collector’s county.
4. **Renewal Vendors:** The Tax Collector requests that DHSMV authorize Grant Street Group, inc., its Contracted Renewal Vendor, to have access to the Department’s Renewal Eligibility Service.
  - 4.1. The Renewal Vendor will only be permitted to utilize the Service if the Renewal Vendor enters into a Contract with the Department for that purpose.
  - 4.2. The Tax Collector shall ensure that the Renewal Vendor only uses the Service to verify eligibility for residents of that Tax Collector’s county.
  - 4.3. The Tax Collector shall ensure that the data or other information provided via the Department’s Service shall be used only for the specified purpose of online vehicle registration renewal.
  - 4.4. Any other usage of such data must first be approved by the Department in writing.

**END OF TEXT**



**ADDENDUM NO. 03**  
**RENEWAL NOTIFICATION FILE**

THIS ADDENDUM NO. 03 is for the provision of Renewal Services for Print Renewal Vendors under the terms of the MOU. The Parties agree as follows:

1. The Tax Collector may provide a Print Vendor Renewal System or, upon providing written notification to the Department, may contract with a Print Renewal Vendor to operate a system that interfaces with the Renewal Service to obtain motor vehicle, vessels, mobile home, and parking permit registrations that are due to expire for customers within their county.
2. A Tax Collector that provides a Print Vendor Renewal System instead of contracting with a Print Renewal Vendor must adhere to the same requirements in this addendum and the MOU as a Print Renewal Vendor.
3. A Print Renewal Vendor shall use the information obtained from the Renewal Service for the sole purpose of printing registration renewal notifications.
4. A Print Renewal Vendor must enter into a MOU with the Department to utilize the Renewal Service.
5. **Renewal Vendors:** The Tax Collector requests that DHSMV authorize Cathedral Corporation to have access to the Department's Renewal Service for the purpose of being a Print Renewal Vendor.
  - 5.1. The Tax Collector shall ensure that the data provided via the Department's Renewal Service shall be used only for the purpose of printing registration renewals notices.
  - 5.2. Any other usage of such data must first be approved by the Department in writing.
  - 5.3. The Tax Collector shall ensure that the data provided to the Print Renewal Vendor via the Department's Renewal Service shall not be provided to any other entity including the Tax Collector. This provision does not prohibit information being released to Tax Collectors for performing quality control of the printed renewal notices.

**END OF TEXT**



**ADDENDUM NO. 04**  
**KIOSK SERVICES**

THIS ADDENDUM NO. 04, is for the provision of Kiosk Services under the terms of the MOU. The Parties agree as follows:

1. In carrying out the duties conferred under section 320.03, Florida Statutes (F.S.), the Tax Collector has entered into a written contract with a vendor (hereinafter, "Kiosk Provider") to provide for the delivery of registration services through kiosks operated by the Kiosk Provider within the Tax Collector's county. This will enable vehicle registration renewal transactions and printing of decals to be completed by the Tax Collector's office via the kiosks, which will be located in approved locations within the county.
2. The Department will provide the Kiosk Provider access to the Department's Kiosk Service for processing motor vehicle registration renewal transactions.
3. **Kiosk Renewal Service:** The Tax Collector requests that DHSMV authorize Intellectual Technology Services, its Kiosk Provider, to have access to the Department's Kiosk Renewal Service ("Kiosk Service").
  - 3.1. The Kiosk Provider will only be permitted to utilize the Kiosk Service if the Kiosk Provider enters into a contract with the Department and the Tax Collector for that purpose.
  - 3.2. The Tax Collector shall ensure that the Kiosk Provider only uses the Kiosk Service to process authorized Kiosk transactions for customers at locations approved by the Tax Collector and the Department.
  - 3.3. The Department will provide technology support for the kiosks during its normal business hours of Monday – Friday, 7:30 a.m. to 5:30 p.m.
  - 3.4. Any credit/debit card fees charged by the Kiosk Provider for use of the optional alternative service must comply with section 215.322, F.S.
  - 3.5. Any kiosk transactions that occur outside of a Tax Collector branch office are not eligible for the branch fees provided by section 320.04(1)(c), F.S.
  - 3.6. Any transaction fees associated with a cash transaction charged by the Kiosk Provider for the use of the optional alternative service will be paid not by the customer, but will be paid by the Tax Collector, until the effective date of any legislation explicitly allowing the customer to be charged such transaction fees.
  - 3.7. The Department will provide indicia to the Tax Collector for use in Kiosk transactions.
  - 3.8. The Tax Collector shall ensure that the data or other information provided via the Department's Kiosk Service shall be used only for the specified purposes of:
    - 3.8.1. Eligible vehicle registration renewals.
    - 3.8.2. Other purposes as may be approved in writing from time-to-time by the Department.
4. A copy of the Tax Collector's Kiosk Provider contract is available upon request by the Tax Collector to the Department's Contract Manager.

**END OF TEXT**



**ADDENDUM NO. 05**  
**INTERNATIONAL REGISTRATION PLAN**

THIS ADDENDUM NO. 05, sets forth terms and conditions for the provision of services related to the registration of apportioned vehicles under the International Registration Plan. The Parties agree as follows:

1. Pursuant to section 320.03(7), Florida Statutes (F.S.), the Department's agents may register apportioned vehicles.

2. Definitions.

2.1. **Apportionable Vehicle:** A commercial motor vehicle as defined in Article II of the IRP plan document, which is subject to IRP registration.

2.2. **International Registration Plan (IRP):** The reciprocal agreement among the 48 contiguous states, the District of Columbia, and the ten Canadian provinces entered into by Florida pursuant to s. 320.0715(1), F.S., in which registration of an apportionable vehicle by any member jurisdiction is recognized by the other member jurisdictions and paid registration fees are distributed to other member jurisdictions on the basis of total distance operated in each jurisdiction.

3. International Registration Plan.

3.1. The Tax Collector shall ensure that all transactions for apportionable vehicles are processed in accordance with the provisions of the IRP and the IRP procedures established by the Department.

3.2. The Tax Collector shall provide reports to the Department with respect to completed IRP transactions and credential inventory used, in accordance with procedures established by the Department.

3.3. The Tax Collector shall ensure that IRP records are uploaded or scanned in accordance with the timeframes provided by the Department.

4. Training.

Notwithstanding the provisions set forth in Section 6. of the MOU, 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, IRP, 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.

5. IRP Compliance and Control Measures.

5.1. Quality Assurance reviews can be transactional in nature, consist of periodic on-



site visits to a service delivery office or, for purposes of IRP, involve information gathering at the behest of a peer review team comprised of representatives from other jurisdictions.

- 5.2. 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, or respond to an IRP Peer Review team conducting a compliance review.
6. Any changes to the IRP, that conflict with this Addendum will require an amendment. However, any changes in the IRP must be complied with by all Parties when the IRP provision goes into effect regardless of whether an amendment has been issued.

**END OF TEXT**



- 6.1. The License Plate Agent acknowledges receipt of a copy of the attached MOU.
- 6.2. The License Plate Agent has read the attached Tax Collector MOU and agrees to comply with all of its provisions.
7. The License Plate Agent will not offer registration services via the Internet without advance written approval from the Department and the appointing Tax Collector. Additionally, the License Plate Agent shall not enter into any agreement with a third party to offer title or registration services via the internet directly or on its behalf without advance written permission from the Department and the appointing Tax Collector.
8. The License Plate Agent will not distribute indicia of the Department to another entity prior to transferring the indicia to the receiving entity in the Department's computer system without advance written approval from the Department.
9. The License Plate Agent will allow the Tax Collector and Department to perform quality assurance audits of the License Plate Agent and their contractors in accordance with the Department's quality assurance procedures.
10. The License Plate Agent will provide initial and ongoing training to its employees to ensure compliance with Chapters 119, 319, 320 and 328, Florida Statutes, the Department's policies and procedures, and the federal Driver Privacy Protection Act, 18 United States Code sections 2721-2725. Documentation of such training must be maintained for a minimum of three (3) years.
11. The License Plate Agent agrees that its employees or contractors who utilize Department motor vehicle and vessel titling and registration systems to title and register motor vehicles and vessels under this Agreement will not be permitted to perform title or registration transactions in the Department's system for which they also prepared the associated title and registration applications on behalf of motor vehicle and vessel dealers.
12. The License Plate Agent will have a system in place to supervise the activities of its personnel conducting transactions that is reasonably designed to achieve compliance with Chapters 319, 320 and 328, Florida Statutes, and the Department's policies and procedures. Such system shall include:
  - 12.1. A review of selected transactions by a supervisor.
  - 12.2. Written procedures documenting which supervisor is responsible for reviewing transactions, the frequency of such review and how the review is to be documented.

- 12.3. The undertaking of periodic quality assurance reviews of transactions processed by the License Plate Agent over a selected period. The License Plate Agent shall document the results of such quality assurance reviews and provide the results of such review to the Department upon request.
- 12.4. The steps to be taken by the License Plate Agent when a pattern of non-compliance is found. Such steps shall be reasonably designed to prevent future non-compliance such as providing additional training to personnel conducting transactions.
13. The License Plate Agent will comply with all applicable provisions of Chapter 60GG-2, Florida Administrative Code.
14. The License Plate Agent shall deposit all monies owed to the Department in an account with a state or federally chartered commercial bank insured by the Federal Deposit Insurance Corporation, or in an account with a state or federally chartered credit union insured by the National Credit Union Administration.
15. **If applicable**, the License Plate Agent must comply with the requirements of the State of Florida, Office of the Governor, Executive Order Number 20-044, issued February 20, 2020, regarding the submission of an annual report, as required by the Department, which shall include, in part, the License Plate Agent's most recent IRS Form 990, *Return of Organization Exempt from Income Tax*.
16. Information Confidentiality.
  - 16.1. The License Plate Agent shall protect customer privacy and data, and shall access, use and maintain the confidentiality of all information received under this Agreement in accordance with Chapter 119, Florida Statutes, the federal Driver Privacy Protection Act, 18 United States Code sections 2721-2725, and section 501.171, Florida Statutes. Personal identifying information obtained under this Agreement shall not be disclosed or redistributed to any third party unless the third party has entered into a memorandum of understanding with the department to protect customer privacy and data.
  - 16.2. The License Plate Agent shall use the information received from the Department only for the purposes authorized by this Agreement. The License Plate Agent shall protect and maintain the security of all confidential motor vehicle information received from the Department because of this Agreement and applicable state and federal law.

17. Cooperation with the Inspector General. The License Plate Agent, and its subcontractors, if any, understands and will comply with its duty to cooperate, with the Department's Inspector General in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, Florida Statutes.
18. Employment Verification (E-Verify). Pursuant to section 448.095, Florida Statutes, the License Plate Agent, and any subcontractor providing services related to this Agreement, must register with and use the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees.
19. Scrutinized Companies. The License Plate Agent certifies that it is not listed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes. The Department may, at its option, terminate this Contract if the License Plate Agent: 1) is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes; 2) has been placed on the Scrutinized Companies that Boycott Israel List; or 3) is engaged in a boycott of Israel.
20. Indemnification. To the extent permitted by Florida law, the License Plate Agent agrees to indemnify, defend, and hold harmless the Department, its officers, employees and agents from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorney's fees, arising out of any acts, actions, breaches, neglect or omissions of the License Plate Agent, its employees, agents, subcontractors, assignees or delegates related to this Agreement. This indemnity provision includes any determination arising out of or related to this Agreement, that the License Plate Agent or License Plate Agent's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Department.
21. Public Records.
  - 21.1. The Department may unilaterally cancel this Agreement for refusal by the License Plate Agent to allow public access to all documents, papers, letters, or other material made or received by the License Plate Agent in conjunction with this Agreement, unless the records are exempt from section 24(a) of Art. I of the State Constitution and subsection 119.07(1), Florida Statutes.
  - 21.2. The License Plate Agent, when acting on behalf of the Department, shall in addition to all other conditions of this Agreement:
    - 21.2.1. Keep and maintain public records required by the Department to perform the service.
    - 21.2.2. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within

a reasonable time at a cost as set forth in the Department's Policy Number 9.03, Providing Records to the Public, which can be provided by the Department upon request, or as otherwise provided by law.

21.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement, if the License Plate Agent does not transfer the records to the Department.

21.2.4. Upon completion of the Agreement, transfer, at no cost to the Department, all public records in possession of the License Plate Agent or keep and maintain public records required by the Department to perform the service. If the License Plate Agent transfers all public records to the Department upon completion of the Agreement, the License Plate Agent shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the License Plate Agent keeps and maintains public records upon completion of the Agreement, the License Plate Agent shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records or Contract Manager, in a format that is compatible with the information technology systems of the Department.

Pursuant to subsection 119.0701(3), Florida Statutes, in the event the License Plate Agent fails to comply with a public records request, the Department will enforce all Agreement provisions related to public records requests by assessing the following:

First violation - \$100 penalty.

Second violation - \$250 penalty.

More than two (2) violations - \$500 penalty and/or possible Agreement termination depending upon the nature of the violations.

**IF THE LICENSE PLATE AGENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSE PLATE AGENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATED TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 617-3101, [OGCFiling@flhsmv.gov](mailto:OGCFiling@flhsmv.gov), PUBLIC RECORDS**

**COORDINATOR, OFFICE OF GENERAL COUNSEL, 2900 APALACHEE  
PARKWAY, ROOM A432, MS 02, TALLAHASSEE, FL 32399.**

22. Term and Termination.

- 22.1. The Term of this Agreement shall be upon execution by the Parties and shall continue for 90 days following the Tax Collector's current term in office, unless otherwise terminated. Further, the Term of this Agreement shall end 90 days after a new Tax Collector taking office or being appointed.
- 22.2. This Agreement may be terminated as follows:
  - 22.2.1. Automatically upon the termination of the Agreement between the License Plate Agent and the appointing Tax Collector. The License Plate Agent shall inform the Department in writing of such termination within three (3) business days of occurrence.
  - 22.2.2. At any time upon mutual written Agreement of the Parties.
    - 22.2.2.1. The agreed-upon termination date shall be stated in the Agreement.
    - 22.2.2.2. In the event of such termination, the License Plate Agent shall be bound by the following requirements and conditions regarding any and all equipment provided hereunder:
      - 22.2.2.3. All equipment shall be protected and safeguarded until it is fully removed from the premises in which it is installed.
      - 22.2.2.4. The License Plate Agent shall provide the Department reasonable access to the equipment to facilitate its removal.
  - 22.2.3. By the Department for cause.
    - 22.2.3.1. The Department will issue a Notice of Breach describing the reason(s) for the impending termination.
    - 22.2.3.2. The Department may grant up to thirty (30) days for the License Plate Agent to correct all deficiencies to the Department's satisfaction.
    - 22.2.3.3. If all deficiencies are not satisfactorily corrected, and additional time for correction has not been granted in the sole discretion of the Department, the Department will provide written notice of termination to the License Plate Agent.
    - 22.2.3.4. Except for circumstances in which advance notice would result in further harm to either the Department or the public, the Department will provide written notice

to the License Plate Agent at least thirty (30) days prior to termination.

22.2.3.5. The notice of termination for cause shall include a point of entry for an administrative review, pursuant to Chapter 120, Florida Statutes. The exclusive means for the License Plate Agent to challenge a decision by the Department to terminate this Agreement for cause, is pursuant to proceedings conducted in accordance with sections 120.569 and 120.57, Florida Statutes. The Department reserves the right to take emergency action pursuant to section 120.569(2)(n), Florida Statutes, and Rule 28-106.501, Florida Administrative Code. The Department's decision following any administrative hearing shall be final, subject only to the Participant's right to review pursuant to section 120.68, Florida Statutes.

22.2.4. The Department may temporarily terminate electronic support of the computer configuration for technical reasons without prior notice, if in the best interests of the State.

22.3. Upon termination of this Agreement for any reason, the License Plate Agent 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 License Plate Agent pursuant to this Agreement, and shall provide an accounting satisfactory to the Department of all such assets.

## 23. Amendment.

23.1. This Agreement may be amended by written agreement executed between the Parties.

23.2. A formal, written amendment document shall be required in order to effect any change, alteration, deletion, or addition to this Agreement or any attachments. All amendments shall be executed with the same formality and in the same form as this Agreement and shall be sequentially numbered.

23.3. All provisions of this Agreement not in conflict with the amendment(s) shall remain in full force and effect and are to be performed as specified in this Agreement.

23.4. Any changes in law that conflict with this Agreement will require the Agreement 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.

## 24. Bond.

24.1. The License Plate Agent must secure a surety bond in the amount of \$250,000 to cover losses to the Department for any failure of the License Plate Agent to perform its obligations under this Agreement, or for any failure to pay over money owed to the Department that comes into the License Plate Agent's possession or control by reason of this Agreement.

24.2. The Department must be named as the obligee on the bond.

25. Fees.

25.1. The License Plate Agent is prohibited from charging any fee not specifically required or authorized by Florida Statutes. However, the License Plate Agent may charge those additional services charges approved by the Tax Collector pursuant to sections 319.32(2)(c), 320.04, and 328.72(7)(b), Florida Statutes.

25.1.1. All fees charged must be fully disclosed to the customer.

25.1.2. All fees not required by Florida Statutes must be itemized separately from state-imposed fees and clearly labeled.

26. During normal operating hours of License Plate Agents and their contractors, the Department is authorized, without prior notice, to inspect and audit all title and registration records and processes required by this Agreement. Pursuant to section 216.1366, Florida Statutes, the Department is authorized to inspect: (a) Financial records, papers, and documents of the License Plate Agent that are directly related to the performance of this Agreement or the expenditure of state funds; and (b) Programmatic records, papers, and documents of the License Plate Agent, which the Department determines are necessary to monitor the performance of this Agreement or to ensure that the terms of this Agreement are being met. The License Plate Agent shall provide such records, papers, and documents requested by the Department within 10 business days after the request is made.

27. Nothing in this Agreement prohibits a License Plate Agent from being authorized to provide services in more than one county; however, a separate Agreement must be executed for each county and License Plate Agent location within the county.

28. Network Access and Payment.

28.1. The License Plate Agent is responsible for paying for the direct costs incurred by the Department in providing network access to the License Plate Agent. The Department will provide the License Plate Agent with a set amount to be billed monthly.

- 28.2. Payment for network access is due to the Department no later than the fifth (5th) business day of each month and shall be made via the current, end-of-day electronic funds transfer process. If the Department has not received payment by the last business day of the month, the Department may terminate access to Department systems, including but not limited to, the Florida Vehicle Real-Time Information System (FRVIS).
- 28.3. Access may be re-established upon payment of all monies owed, which may take up to 90-days.

29. Foreign Countries of Concern.

- 29.1. Pursuant to section 287.138, Florida Statutes, a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if:
- 29.1.1. The entity is owned by the government of a foreign country of concern;
  - 29.1.2. The government of a foreign country of concern has a controlling interest in the entity; or
  - 29.1.3. The entity is organized under the laws of or has its principal place of business in a foreign country of concern.
- 29.2. As a condition of entering into this MOU, the License Plate Agent shall complete the Foreign Country of Concern Attestation, attached hereto as Attachment I; which must be signed by an officer or authorized representative of the License Plate Agent under penalty of perjury attesting that the entity does not meet any of the criteria in this Section.

30. Section 787.06, Florida Statutes Affidavit.

- 30.1. Section 787.06, Florida Statutes, requires the License Plate Agent, upon execution, renewal or extension of this MOU, to provide the Department with an affidavit (attached hereto as Attachment II) signed by an officer or a representative of the License Plate Agent under penalty of perjury attesting that License Plate Agent does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

31. This Agreement replaces any and all prior agreements between the Parties related to the same subject matter.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the Parties execute this Agreement effective the last date of signature.

**TAX COLLECTOR**

\_\_\_\_\_  
(Tax Collector Signature)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Type/Print Tax Collector Name)

\_\_\_\_\_  
(Host County Name & Agency Nbr.)

\_\_\_\_\_  
(Contact Email Address)

\_\_\_\_\_  
(Contact Telephone Number)

**STATE OF FLORIDA, DEPARTMENT OF  
HIGHWAY SAFETY AND MOTOR VEHICLES**

\_\_\_\_\_  
(FLHSMV Authority Signature)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Type/Print FLHSMV Name & Title)

\_\_\_\_\_  
(Contact Email Address)

\_\_\_\_\_  
(Contact Telephone Number)

**LICENSE PLATE AGENT (LPA)**

\_\_\_\_\_  
(License Plate Agent Signature)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Type/Print LPA Name & Title)

\_\_\_\_\_  
(Agency Name & FEIN)

\_\_\_\_\_  
(Contact Email Address)

\_\_\_\_\_  
(Contact Telephone Number)

\_\_\_\_\_  
(Office Location & Agency Nbr.)

**ATTACHMENT I**

**FOREIGN COUNTRY OF CONCERN ATTESTATION  
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

\_\_\_\_\_ is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT II**

**NONGOVERNMENTAL ENTITY COMPANY/CONTRACTOR NAME:**

\_\_\_\_\_

**AFFIDAVIT**

I, \_\_\_\_\_ (*Affiant's full legal name*), attest that the following is true:

1. I am an officer or representative of \_\_\_\_\_.
2. I am duly authorized to attest and affirm the declaration(s) herein on behalf of \_\_\_\_\_.
3. \_\_\_\_\_ does not use coercion for labor or services as defined in §787.06, Fla. Stat.

**Under penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Affiant

Mailing Address: \_\_\_\_\_

\_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

**NOTE:** This affidavit is required by section 787.06(13), Florida Statutes, when a contract between a nongovernmental entity and a governmental entity is executed, renewed or extended.

## EXHIBIT C



### MIAMI-DADE COUNTY OFFICE OF THE TAX COLLECTOR LICENSE PLATE AGENT FEE SCHEDULE EFFECTIVE 10/1/2025

**ROUNDING AND ANNUAL ADJUSTMENTS.** Effective October 1, 2025, all service fees shall be adjusted to eliminate cents by applying the following rounding method: (i) amounts ending between \$0.01 and \$0.49 shall be rounded up to the nearest fifty cents (\$0.50); (ii) amounts ending between \$0.51 and \$0.99 shall be rounded up to the next whole dollar (\$1.00). The rounded fees established on October 1, 2025 shall serve as the baseline schedule for this Agreement. Beginning in the second year of the Agreement, and for each subsequent year of the three-year term, all service fees shall increase by fifty cents (\$0.50). This approach ensures clarity and transparency for residents and reduces administrative burdens for the Tax Collector's Office and Branch Auto Tag Agencies.

#### I. MOTOR VEHICLE AND VESSEL TITLES

1. Application for original or transfer of certificate of title (includes lien recordings, verifications, all necessary forms, notarizations, sales tax collection or exemption)	\$26.00
2. Application for Certificate of Destruction	\$29.00
3. Application for Duplicate Title	\$11.50
4. Print Electronic Title (includes all verifications and forms)	\$22.00
5. Lien Applications – without title transfer	\$7.50
6. Fast title service – additional fees	\$15.50
7. Mark Title Sold	\$7.50

#### II. MOTOR VEHICLE AND VESSEL REGISTRATIONS

1. Issuance, transfer, replacement, duplicate or correction of license plates, decals, and registration certificates	\$7.50
2. Disabled parking placards (Temporary/Permanent)	\$4.50
3. Application for Personalized Plate Reservation	\$7.50
4. Issuance of Personalized Plate	\$7.50
5. Verification of personalized plate availability	\$6.50

- |    |   |        |
|----|---|--------|
| 6. | Registration stop satisfaction                | \$3.50 |
| 7. | Registration stop payment                     | \$6.50 |
| 8. | Surrender license plate / cancel registration | \$6.50 |

### III. MISCELLANEOUS

- |    |  |         |
|----|--|---------|
| 1. | Verification of Vehicle Identification Number (VIN) / Vessel Hull Identification Number (HIN)  | \$11.50 |
| 2. | E-mail printouts, fax transmittal or receipt, and forms  | \$3.50  |
| 3. | Issuance of Out-of-State lienholder letter (includes all verifications and forms)  | \$13.50 |
| 4. | Verification of ownership, lien, tag, decal information not included in title application  | \$6.50  |
| 5. | Photocopies of documents pertaining to motor vehicles and vessels  | \$3.50  |
| 6. | Preparation of affidavits or forms and notarization related to motor vehicle or vessel registrations not included in title application | \$4.50  |
| 7. | Collection of sales tax not included in title/registration transaction   | \$3.50  |
| 8. | Issuance of Wrecker Operator Lien (includes all verifications and forms)   | \$10.50 |

EXHIBIT D



**CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED  
AFFIDAVIT**

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by [Section 287.138, Florida Statutes \("F.S."\)](#), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the LPA for the purpose of entering into a contract with Miami Dade County Office Tax Collector (MDCTC). The associated contract will not be accepted unless and until this completed and executed Affidavit is submitted to MDCTC.

\_\_\_\_\_ does not meet any of the criteria set forth in Paragraphs 2 (a) – (c)

Bidder's/Proposer's Legal Company Name

of [Section 287.138, F.S.](#)

Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Authorized Representative:

Title of Authorized Representative:

Signature Authorized Representative:

Date:

EXHIBIT E



**KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT**

The Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit is required by Section [787.06](#), Florida Statutes ("F.S."), as amended by [HB 7063](#), which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the Miami Dade County Office of the Tax Collector (Governmental Entity). The term Governmental Entity has the same meaning as in [Section 287.138\(1\), F.S.](#)

\_\_\_\_\_ does not use coercion for labor or services as defined in Section [787.06, F.S.](#)  
Contractor's Legal Company Name

Pursuant to Section [92.525, F.S.](#), under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative:

Title of Contractor's Authorized Representative:

Signature of Contractor's Authorized Representative:

Date:

EXHIBIT F



**PROHIBITION AGAINST DOING BUSINESS WITH COMMUNIST COUNTRIES AFFIDAVIT**

This Affidavit is required as a condition of contracting with the Miami-Dade County Office of the Tax Collector ("MDCTC"). The undersigned, being duly authorized, hereby affirms and attests on behalf of the business entity named below:

\_\_\_\_\_

(Legal Company Name)

1. The above-named business does not engage in and will not engage in for the duration of any contract with MDCTC, business dealings, transactions, contracts, or other commercial arrangements with any country designated as a "communist country" under federal or state law.
2. The business further affirms that it is not owned, controlled, or acting on behalf of, or in conjunction with, any entity that conducts such business with a communist country.

Pursuant to Section 92.525, Florida Statutes, under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated herein are true.

Print Name of Authorized Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_