

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES,
THE TAX COLLECTOR FOR _____ COUNTY, AND

_____ LICENSE PLATE AGENT IN

_____ COUNTY, FLORIDA**

This Memorandum of Understanding (hereafter referred to as "Agreement") is entered into by and between the Florida Department of Highway Safety and Motor Vehicles (hereafter "Department"), the Tax Collector for _____ County, and _____, a License Plate Agent in _____ County, Florida, collectively referred to as "the Parties."

By signing this Agreement, the Parties agree as follows:

1. To the extent permitted by law, and in accordance with sections 320.03(4)-(5), Florida Statutes, the undersigned License Plate Agent may process title and registration transactions in accordance with the written Agreement it has with the appointing Tax Collector with whom it has a contractual relationship for such services.
2. In addition, the License Plate Agent 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 Department's Memorandum of Understanding (MOU) with the Tax Collector, a copy of which is attached hereto and made a part of this Agreement.
3. This Agreement is subject to any restrictions, limitations or conditions enacted by the Florida Legislature, which may affect any and all terms or provisions of this Agreement in any manner.
4. The Department will advise the License Plate Agent of any such actions taken by the Florida Legislature as soon as possible, but lack of notification by the Department does not negate the legal requirement to comply with all applicable provisions of the law.
5. To the extent required under this Agreement, the Department's performance and obligation to pay any funds or provide services is contingent upon an annual appropriation by the Legislature.
6. The definitions contained in the attached Memorandum of Understanding (MOU) between the Tax Collector and Department shall apply to this Agreement.

- 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, 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.

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

TAX COLLECTOR

LICENSE PLATE AGENT (LPA)

(Tax Collector Signature)

(License Plate Agent Signature)

(Date Signed)

(Date Signed)

(Type/Print Tax Collector Name)

(Type/Print LPA Name & Title)

(Host County Name & Agency Nbr.)

(Agency Name & FEIN)

(Contact Email Address)

(Contact Email Address)

(Contact Telephone Number)

(Contact Telephone Number)

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

(Office Location & Agency Nbr.)

(FLHSMV Authority Signature)

(Date Signed)

(Type/Print FLHSMV Name & Title)

(Contact Email Address)

(Contact Telephone Number)

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.