

STATE OF LOUISIANA
DEPARTMENT OF PUBLIC SAFETY & CORRECTIONS
PUBLIC SAFETY SERVICES

**MEMORANDUM OF UNDERSTANDING
BETWEEN LOUISIANA DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS,
OFFICE OF MOTOR VEHICLES AND THE CITY OF HAMMOND,
PARISH OF EAST TANGIPOHOA FOR
PUBLIC LICENSE TAG AGENT**

This Memorandum of Understanding is made and entered into on this _____ day of _____ 20____, by and between the Department of Public Safety & Corrections, Public Safety Services, through the Undersecretary, (hereinafter referred to as “The Department”), pursuant to La. R.S. 47:532.1, wherein it is provided that The Department may establish a system of public license tag agents, and the City of Hammond, Parish of Tangipahoa, hereinafter referred to as “City.”

WHEREAS, it is the intent of The Department to establish public license tag agents to make driver’s license reinstatement and renewals, and vehicle registration services available directly the public, without requiring members of the public to visit a full-service branch office of the Office of Motor Vehicles (hereinafter referred to as “OMV”), and,

WHEREAS, it is the desire of The Department this public license tag agent be established and maintained by the City at a mutually agreed location for the purposes of receiving applications for renewing registration of motor vehicles, issuing replacement plates for motor vehicles already registered, license plates and/or decals and the collection of fees, taxes, penalties and other monies in connection therewith, the renewal and reinstatement of driver’s licenses, and for the purposes incident to the duties of such public tag agents, The Department enters into this memorandum of understanding subject to the following terms, conditions and limitations:

1. THE TERM of this contract shall be for the period beginning on the _____ day of _____ 20____, and ending on the 31st day of May, 2015.
2. The City agrees to act as a contracted public license tag agent through its subcontractor and to maintain, at its or its subcontractor’s own expense, a primary public license tag office at the following physical location:

_____ STREET

_____ CITY

_____ ZIP CODE

The City of Hammond further agrees and acknowledges that the public tag agent it chooses as a subcontractor is qualified to act as such.

3. The City, through its subcontractor shall, at their own expense, cooperate with The Department to establish electronic interface capability which will enable the City's subcontractor to receive and transmit electronic information concerning the registration of motor vehicles to enable PTA to process files at its office(s), and to enable the City's subcontractor to renew and reinstate driver's licenses and to issue license plates to vehicles already registered with the Department in accordance with La. R.S. 47:461, et seq. , and other applicable laws, at no cost to The Department. The equipment and procedures used by City's subcontractor shall meet the standards of compatibility established by The Department, through the Data Center and shall be upgraded, modified, or replaced as required. The City's subcontractor shall comply with Department policies regarding security and protection of individual personal information

4. The City through its subcontractor shall designate at least one full-time employee as an authorized user of The Department approved electronic network, and shall limit access to said network to only those employees who have been so designated by the City through its subcontractor and approved by The Department as authorized users of the network. The City through its subcontractor shall notify The Department, through the OMV Vehicle and Customer Service Unit, of additions, deletions, or other changes of authorized users for the City through its subcontractor within forty-eight (48) hours of the changes, and confirmation or rejection by The Department of requested additions, deletions, or other changes shall be made by The Department. City through its subcontractor is expressly prohibited from further granting access to The Department approved network to anyone not authorized as a user by The Department, whether by subcontract, or otherwise. Violation of this prohibition is grounds for immediate termination of the contract by The Department. All of the subcontractor employees who are authorized users shall submit to the same background check as Department employees,

5. The Department will make available to the City through its subcontractor, by way of The Department approved electronic network, access to OMV driver's license and vehicle record files. Such access shall be limited in scope to that information needed by the City through its subcontractor to conduct business authorized by laws, rules, and policies and procedures, as a public tag agent. The information obtained through such access is to be used exclusively for the business authorized by this contract, and City, its agents and employees or subcontractors, are prohibited from disseminating or selling the information received from The Department's records for any other purpose whatsoever. Any request to purchase information obtained from, or maintained in the Department's records shall be forwarded to the Department.

6. The Department may establish reasonable operating standards, administrative rules, policies and procedures, which shall be applicable to the City through its subcontractor in conducting business as a public tag agent. The operating standards, administrative rules, policies and procedures will be detailed in the policy/procedure statements established by The Department through OMV and the DPS&C Network Connectivity Policy for Licensed Agents established by the Director of the Data Center for Public Safety Services of The Department of Public Safety & Corrections. These standards, administrative rules, policies and procedures, as well as all applicable laws, are hereby considered to be a part of this contract as they exist at the time of execution of the contract, and as may be amended during the term of this contract, upon notification to City or its subcontractor by The Department, and City or its subcontractor hereby agrees that it and its agents, employees and subcontractors are bound by and will abide by them.

The City through its subcontractor specifically agrees:

- a. To attend, and to have all of its authorized users of The Department approved electronic network attend training workshops provided for public tag agents by The Department;
- b. To timely deliver all monies collected by and as public tag agent to The Department through OMV via Electronic Funds Transfers, or as otherwise specifically authorized by the Undersecretary, and deliver all necessary documents related to acting as a public tag agent in accordance with OMV policies, procedures, rules, regulations, and standards as they currently exist or as amended during the term of this contract;
- c. To issue license plates, renewed driver's licenses and identification cards, decals, or any other OMV related materials to customers only in accordance with applicable laws, OMV policies and procedures, rules and regulations as promulgated;
- d. To submit reports, including daily activity reports, inventories of temporary license plates, license plates, and decals, and such other reports as may be required by The Department, and in all other respects to comply with the laws of the State of Louisiana;
- e. To receive, securely store, issue, account for, and be fully responsible for license plates, decals, driver's license and identification card supplies and other equipment or items of value as may be entrusted to City or its subcontractor by The Department. Such items shall be secured in the manner approved by the Department in writing

7. Neither the City nor its subcontractor will receive compensation from The Department in connection with this contract. The City through its subcontractor will bear all costs associated with operating as a public tag agent, and of all physical equipment necessary or required, including but not limited to telephone lines, computers, computer programming, vehicles, printers, and other costs not covered by The Department. The City through its subcontractor shall ensure that any printer utilized to print vehicle registrations and license plate decals be maintained in such a manner as to ensure that it prints barcodes and information on the registrations in a clear and legible manner to produce documents of good quality for the purpose of microfilming and imaging. The Department may provide printers to the City through its subcontractor for printing vehicle registrations and decals, if adequate funds are available to do so.

8. Except for convenience fees, funds received by City and its subcontractor on behalf of The Department, shall not be commingled with other funds.

9. The Department, through its designated representatives, during normal working hours of The Department, and at other times while the City's subcontractor is actually open and conducting business, shall have the right to inspect, copy, and audit any and all records and reports that City and its subcontractor maintains in connection with acting as a public tag agent, in whatever form it is created or stored, including but not limited to electronic, digital, computerized, paper, or otherwise. City and its subcontractor shall maintain records it receives and creates during the term of this contract for one (1) year after expiration or termination of this contract. Likewise, the Legislative Auditor or his designees, and the Secretary of the Department of Revenue or his designees, shall have the right to inspect, copy and audit the records of City and its subcontractor created and/or maintained in connection with this contract.

10. The City through its subcontractor shall safeguard the electronic equipment which provides access to The Department approved electronic network and limit access to said equipment and to the data and information from OMV files which are available through said equipment to only those persons who have been properly trained and instructed in the duties and responsibilities of an authorized user, and have been approved by The Department as an authorized user.

11. The City through its subcontractor shall implement procedures to ensure that any other printed copy of a vehicle record or of a driver's license record obtained from The Department shall be destroyed when its legitimate use is complete.

12. The Department may suspend or terminate the network access privileges of the City or its subcontractor, or both, or its employees of either upon the breach of or failure to fulfill any responsibility established pursuant to this contract, laws, policies and procedures, and administrative rules.

13. The City through its subcontractor may only access The Department network for computer files during the normal departmental office hours which excludes evenings, weekends, and holidays, unless express prior permission is granted by The Department.

14. The City and its subcontractor shall comply with all laws relating to privacy, including but not limited to the Federal Driver Privacy Protection Act, 18 U.S.C. §2721 et seq., and 42 U.S.C. §405(c) (2) (C). Furthermore, the City and its subcontractor shall only disclose personal information it acquires pursuant to this contract to businesses with which it has a contractual relationship in its official capacity as a public tag agent and, as is required by the Federal Driver Privacy Protection Act, those businesses seeking the information shall have obtained the express consent of the individual whose information is sought. All other requests for personal information from The Department's records, including but not limited to title, registration, driver's license, and identification card records, shall be forwarded to The Department to be addressed by the custodian of the records as required in the public records law, R.S. 44.1 et seq., and other applicable laws.

15. The City and its subcontractor shall be liable for and shall indemnify and hold harmless The Department, its agents and employees, for any misuse or misappropriation of any vehicle record, driver's license record, or related information obtained from The Department by the City and its subcontractor or its agents or employees in connection with this contract. The City and its subcontractor likewise shall be liable and will hold The Department, its agents and employees harmless for any damages or other fines or fees resulting from the acts or omissions of the City

and its subcontractor, its agents or employees relating to the City and its subcontractor's duties hereunder in registering or titling vehicles, recording liens or security agreements, issuing motor vehicle temporary license plates, license plates, and/or decals, the collection and handling of taxes, fees and other monies collected in connection therewith, safeguarding Department materials and equipment such as temporary license plates, license plates, decals, laminators and printers or supplies that may be provided by The Department, or for any other conduct or activity of the City and its subcontractor under this contract, which damages may include, but are not limited to, reasonable attorney's fees, tax penalties and interest provided by law, and any other costs of defending any such action or claim.

16. The City and its subcontractor shall be responsible for collected funds received from members of the public, related to transactions processed by the City and its subcontractor or its employees

17. La. R.S. 47:532.1 authorizes the City and its subcontractor to collect a convenience fee in addition to the registration license tax and other fees. The convenience fee shall not exceed eighteen dollars (\$18.00) and may be retained by the City or its subcontractor. The City and its subcontractor shall disclose to the customer the charge or assessment of the convenience fee prior to initiating any transaction. Additionally, the City and its subcontractor shall post in a conspicuous manner in its office a disclosure of the convenience fee.

18. The City and its subcontractor acknowledges that all documents or records, no matter in what form, it receives or generates in connection with processing any transaction or inquiry authorized under this memorandum of understanding, are the property of the Department, and shall be surrendered or returned to the Department upon the termination of this agreement, in connection with any audit investigation or review conducted pursuant to, or as a result of this agreement, or at any other time when requested by the Department.

19. The City and its subcontractor shall not display any sign, logo, business name, or trade name, or cause to be advertised any sign, logo, business name, or trade name which includes the words "office of motor vehicles," "motor vehicle office" or "motor vehicles office," or any similar phrases, unless the sign, logo, business name, trade name, or advertisement clearly and prominently includes a statement indicating the business' status as a public tag agent or in the same size print. If the Commissioner of the Office of Motor Vehicles determines that any such sign or logo violates this term of the contract, the City and its subcontractor shall, within 30 calendar days of notification from the Commissioner, permanently remove or revise the offending sign or logo to the Commissioner's satisfaction.

20. The City through its subcontractor may advertise its services as such, but restraint and good taste shall be used when making reference or remarks about The Department, the Office of Motor Vehicles, and/or its employees or services. Should clarification of subject matter be desired prior to publication or broadcast, advertisement content may be submitted to The Department through the Office of Motor Vehicles for review and comment.

21. The City and its subcontractor agrees that it and its employees and agents, and subcontractors shall not engage in or operate any other business from any physical location where it transacts business as an auto title company or public tag agent, which business could reflect negatively on The Department, or create a conflict of interest in acting as an auto title company or public tag agent. The City and its subcontractor agrees to notify OMV of any other

business the City and its subcontractor or its agents or employees may transact from any physical location where it transacts business as a public tag agent and will not conduct or allow any business to be conducted at public tag agent's location that is deemed by The Department to be a conflict of interest or reflect negatively on The Department or the City and its subcontractor.

22. The City and its subcontractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. The City and its subcontractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the City and its subcontractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

23. The City and its subcontractor shall not assign this contract without prior written consent of The Department.

24. Either party may terminate this contract at any time by giving thirty (30) days written notice to the other party through the persons who have signed this contract on behalf of the parties.

25. The Department may terminate this contract for the City's or its subcontractor's failure, or the failure of its agents or employees to abide by all of the terms and conditions of this contract, statutory law, the Department's rules, or the Department's policies. If the subcontractor is also an Auto Title Company contracted with The Department, termination, cancellation or suspension of that contract shall result in the termination, cancellation, or suspension of the subcontractor's contract.

26. THIS CONTRACT is subject to revision and amendment if necessary to implement new law.

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year first written above.

Department of Public Safety and
Corrections
Office of Motor Vehicles
State of Louisiana

Agent

By: _____

Signature

Printed Name

Name of Business or Company

Physical Address

Mailing Address

Jill Boudreaux, Undersecretary

Contract year ending May 2015