

MEMORANDUM OF AGREEMENT
Between
THE IDAHO TRANSPORTATION DEPARTMENT
And
THE CITY OF MERIDIAN

PURPOSE:

This Memorandum of Agreement (MOA) is entered into by and between the Idaho Transportation Department, Division of Motor Vehicles (DMV) and the City of Meridian (CITY).

The purpose of this MOA is to allow for the sharing of DMV motor vehicle registration information in order to assist CITY with the following:

1. To allow CITY's Police Department to access motor vehicle registration information pursuant to and in accordance with its official functions and duties.
2. To allow CITY's Parking Services to access motor vehicle registration information based upon license plate information obtained by Parking Services pursuant to and in accordance with its official functions and duties.
3. To allow CITY's Department of Finance and Administration to access registration information for parking compliance pursuant to and in accordance with its official functions and duties.

AUTHORITY:

Idaho Code sections 67-2327, 67-2332, 67-2333, and 67-2339, Idaho Code section 49-203, and any other provisions of state law or regulation directly pertaining to this MOA.

RESPONSIBILITIES:

1. DMV Shall:

- a) Provide CITY a copy of the active and inactive motor vehicle registration records in the DMV's vehicle registration database on a weekly basis via a Secure File Transfer Protocol (SFTP) file.

2. CITY Shall:

- a) Restrict use of the information provided solely to carry out the CITY's functions as described in the "PURPOSE" section of this MOA.
- b) Keep the information contained in the DMV databases confidential and restrict the use of the information to internal departmental use only. CITY shall not release the information to vendors or to the general public. Any compact disc or physical or electronic files provided by DMV shall be destroyed when no longer needed by CITY.

DATA USAGE AND SECURITY:

- CITY shall access DMV data through the SFTP data file delivered by DMV.
- CITY shall limit access and usage of DMV data to CITY authorized personnel requiring the information to perform the duties of their position.

- With the exception of disclosures permitted pursuant to Idaho Code 49-203(4), (6), and (7), CITY shall not release DMV data to a third party without prior approval from DMV or use the data for marketing, solicitations, or surveys.
- Both parties shall comply with all Federal and State laws and regulations governing the confidentiality of Personally Identifiable Information (PII) that is the subject of this MOA.
- CITY shall electronically log data access occurrences into DMV systems by CITY staff to include information viewed, time viewed, and the identity of the employee who accessed the information.
- DMV has discretionary authority to perform audits of processes and logged data required to be kept by CITY.
- CITY shall provide security audit reports to DMV upon request. At a minimum, security audit reports shall cover the security topics addressed under this MOA.
- Whenever practicable, DMV shall notify CITY of any change that will affect access to DMV data ninety (90) days prior to that change taking effect.
- CITY shall make appropriate changes to their systems to accommodate any DMV-initiated data access change.
- CITY shall be permitted to view the following data fields through the SFTP:

Vehicle Registration Data Fields
REG-TYPE
REG-SUBTYPE
PERSONALIZED-OPTION
HANDICAPPED-OPTION
CENTENNIAL-OPTION
EXPIRATION-DATE-MM
ExpirationYear
ISSUE-COUNTY
IssueMonth
IssueYear
VIN
PLATE
YEAR-CC
YEAR-VY
Make
MODEL
BODY
COLOR-TOP
COLOR-BOTTOM
VEHICLE-DESCRIPTION
RESIDENCE-COUNTY
NAME
SECOND-NAME
THIRD-NAME-OR-ADDRESS
MAILING-ADDRESS
City

State
ZIPS
ZIP4
DL1
DL2
TranDate
StatusCode
FullMake
FullModel

LIMITATIONS:

Nothing in this MOA between DMV and CITY shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved individual in performing functions granted to them by law; or as requiring either entity to expend any sum in excess of its respective appropriation. Each and every provision of this MOA is subject to the laws and regulations of the state of Idaho and of the United States. Nothing in this MOA is intended as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

LIABILITY:

Nothing in this MOA shall be construed as expanding the liability of either party. In the event of a liability claim, each party shall defend their own interests. Neither party shall be required to provide indemnification of the other party.

TERMINATION:

Either DMV or CITY may terminate this MOA with or without cause by submitting to the other party a written notice of termination. Said notice of termination shall be effective thirty (30) days from the date of notice.

EFFECTIVE DATE AND AGREEMENT PERIOD:

This MOA shall become effective upon signature of the DMV Administrator or delegate and the signing authority of CITY. It shall remain in effect for three (3) years from the most recent signature date, unless terminated by either party as provided above.

AMENDMENTS:

Amendments to this MOA shall become effective upon mutual agreement and written approval by the DMV Administrator or delegate and the signing authority of CITY.

CONTACTS:

DMV and CITY shall maintain and share a list of contacts and their telephone numbers. The persons listed as contacts have been designated by DMV and CITY to assist with the administration of responsibilities and procedures of this MOA and will reply to all communications regarding this MOA in a timely manner. If a change occurs with a contact person or telephone number, the affected agency must immediately update the other in writing.

SIGNATURES:

IDAHO TRANSPORTATION DEPARTMENT

By _____
Lisa McClellan, DMV Administrator

Date _____

CITY OF MERIDIAN

By _____

Date _____

Printed Name, Title _____