

**MEMORANDUM OF AGREEMENT  
DRIVERS LICENSE AND/OR MOTOR VEHICLE RECORD DATA EXCHANGE  
Contract Number HSMV- 0458-13**

**I. Introduction**

This Memorandum of Agreement (MOA) is made and entered into by and between the City of Key West Police Department, hereinafter referred to as the "Receiving Agency," and the Department of Highway Safety and Motor Vehicles (DHSMV), hereinafter referred to as the "Providing Agency."

**A. Purpose of this Memorandum of Agreement**

The purpose of this MOA is to establish the conditions under which the DHSMV agrees to provide reimbursement for the purchase of laptops and mounting hardware to be used for electronically reporting Commercial Motor Vehicle crashes (CMV), to the Receiving Agency.

**II. Definitions**

- A. Providing Agency - The Department of Highway Safety and Motor Vehicles. This agency is responsible for reimbursing the Receiving Agency for the agreed upon purchase price of laptops and mounting hardware to be used for the purpose of electronically reporting CMV crashes.
- B. Receiving Agency - The law enforcement agency, indicated above, with whom DHSMV has entered into this agreement.
- C. Parties - the Providing Agency and the Receiving Agency.

**III. Statement of Work**

- A. The Providing Agency agrees to:
  - a. Reimburse the Receiving Agency for the purchase of laptops and mounting hardware for the purpose of electronically reporting CMV crashes, in the amount up to **\$25,000.00**.
  - b. Provide the Receiving Agency with training on the completion of CMV related crash reports.
  - c. Conduct an audit of the use of any and all laptops and mounting hardware for which it reimbursed the Receiving Agency within one year of the Receiving Agency's agreed upon CMV e-crash reporting program date of implementation. See attached audit form.
- B. The Receiving Agency agrees to:
  - a. Have all officers/agency personnel who use the laptops and mounting hardware complete a training program approved by the Providing Agency.
  - b. Return any and all laptops and mounting hardware purchased with funds awarded by the Providing Agency, or reimburse the Providing Agency for the purchase price of said hardware, if the agreed upon terms of usage established in this MOA are violated.
  - c. Return any and all laptops and mounting hardware purchased with funds awarded by the Providing Agency, or reimburse the Providing Agency for the purchase price of said laptops and mounting hardware, if a minimum 5% increase in the number of CMV crashes reported electronically to the DHSMV by the Receiving Agency is not met within a one year period.
  - d. Upon request from the Providing Agency, submit to an audit of the use of any and all laptops and mounting hardware for which it was reimbursed for by the Providing Agency.
  - e. Not use any portion of funds awarded by the Providing Agency to purchase software.

#### IV. Compliance and Control Measures

- A. Internal Capabilities - This MOA is contingent upon the Receiving Agency having appropriate internal systems and capabilities to issue and process electronic CMV crash reports. The Providing Agency will not be responsible for identifying a software vendor or providing software for the Receiving Agency. Upon request from the Providing Agency, the Receiving Agency must submit a copy of their contract with an approved Florida e-crash vendor. An approved list of e-crash vendors can be found at [www.flhsmv.gov/courts](http://www.flhsmv.gov/courts).
- B. Misuse of Grant-Funded Laptops and Mounting Hardware - The Receiving Agency must immediately notify the Providing Agency following the determination that grant-funded laptops and mounting hardware has been compromised by any unauthorized access, distribution, use or modification. The statement to the Providing Agency must provide a detailed account of the incident in addition to corrective actions and the date these actions are to be completed by the Receiving Agency. If the corrective actions taken by the Receiving Agency are deemed unsatisfactory by the Providing Agency, the Providing Agency reserves the right to have returned to it any and all laptops and mounting hardware purchased with awarded funds, or be reimbursed for the purchase price of said hardware. See Section VIII for complete mailing address.

#### V. Period of Performance

- A. This MOA shall be effective upon the last signature of the Parties to this agreement and will remain in effect for two years from the date of execution as provided in section VIII. Once executed, this MOA supersedes all previous agreements for these conditions and services defined in sections I and III.

#### VI. Amendments

- A. This MOA incorporates all prior negotiations, interpretations, and understandings between the Parties, and is the full expression of their agreement.
- B. This MOA may be subsequently amended by written agreement between the Parties. Any change, alteration, deletion, or addition to the terms set forth in this MOA and its numbered addendums must be by written agreement executed by both Parties.
- C. All provisions not in conflict with the amendment(s) shall remain in effect and are to be performed as specified in this MOA.

#### VII. Termination

- A. This agreement may be terminated for cause by either party upon finding that the terms and conditions contained herein are not being followed. In the event of termination, 30 day written notice will be given, with equipment to be returned within 45 days.
- B. This agreement is subject to unilateral cancellation by the Providing Agency without notice for failure of the Requesting Party to comply with any of the requirements of the MOA.

#### VIII. Agreement

- A. The Providing Agency and Receiving Agency agree to the following baseline for performance improvement on the part of the Receiving Agency:
  - a. Receiving Agency's percentage of CMV crash reports reported electronically at the execution date of this MOA is 77 %.
  - b. Receiving Agency agrees to report, at a minimum, 82 % of CMV crashes electronically to the DHSMV within one year of the execution date of this MOA.

IN WITNESS HERETO, the PARTIES have executed this Agreement by their duly authorized officials.

**Receiving Party:**


City of Key West Police Department  
Company/Agency Name

1604 N Roosevelt Blvd.  
Street Address

\_\_\_\_\_  
Suite

Key West, Florida 33040  
City, State Zip Code

59-6000346  
FEID Number

By:   
Bob Vitas  
Printed/Typed Name

City Manager  
Title

1/18/13  
Date

BVITAS@KEYWESTCITY.COM  
Email Address

(305) 809-3888  
Phone Number

(305) 809-3866  
Fax Number

**Technical Contact:**


Lt Kathleen Ream  
Printed/Typed name

KREAM@KEYWESTCITY.COM  
Email Address

(305) 809-1010  
Phone Number

**Providing Agency:**

Florida Department of Highway Safety & Motor Vehicles  
2900 Apalachee Parkway  
Tallahassee, FL 32399

By:   
Jonathan Kosberg  
Printed/Typed Name

Chief of Purchasing and Contracts  
Title

1/14/13  
Date