

**STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION
DIVISION OF MOTOR VEHICLES**

ELECTRONIC DMV RECORDS SERVICE DATA ACCESS AGREEMENT

I. PARTIES

The parties to this agreement are City of Waukesha,
(hereinafter referred to as the Recipient) and the Wisconsin Department of Transportation,
Division of Motor Vehicles (hereinafter referred to as the DMV). The parties may modify this
agreement at any time by mutual written agreement.

II. AGREEMENT

The purpose of this agreement is to allow the Recipient access to the Electronic DMV Records
Service to obtain specific data outlined in the attached Special Conditions. The DMV is the
agency of the State of Wisconsin charged with the responsibility for administering the provisions
of Chapters 341 and 343, Wis. Stats. and the Driver's Privacy Protection section of the Violent
Crime Control and Law Enforcement Act of 1994 (DPPA), 18 USC 2721-2725, regarding the
access to Wisconsin driver license, identification cards, vehicle title and registration records.

III. STATEMENT OF INTENDED USE

The Recipient intends to use the Electronic DMV Records Service to the extent permitted under
state law and the Driver's Privacy Protection section of the Violent Crime Control and Law
Enforcement Act of 1994 (DPPA), 18 USC 2721-2725. Specific "Statement of Intended Use"
shall be defined in any attached Special Conditions and a statement signed by the Recipient.

IV. AGREEMENT COORDINATORS

The DMV designates the Agreement Coordinator in the attached Special Conditions who will
act as the communications contact between the DMV and the Recipient regarding data access
through the Electronic DMV Records Service and to coordinate and administer this agreement.
The DMV may assign other staff, or an approved third party designee, to these roles and duties
at any time. The DMV's Agreement Coordinator will coordinate data access authorization with
the DMV's management. The DMV, or its approved third party designee, shall define type and
frequency of the Recipient reports.

The Recipient has designated Peggy Kadrich as Agreement Coordinator
who will have overall responsibility for data safeguarding. The Recipient Agreement
Coordinator will coordinate and administer the request for data and information in accordance
with this agreement, investigate all questionable or unauthorized use of the data and provide
reports to the DMV's Agreement Coordinator. The Recipient's Agreement Coordinator shall
provide to the DMV, or an approved third party designee, security guidelines that include, but
are not limited to, addition and deletion of users, regulating logon and passwords, accomplishing
site security, and dealing with misuse of data.

V. DATA CONFIDENTIALITY AND USE

It is understood that the Recipient will only access the data for business related purposes as
defined in the agreement and authorized by state and federal law. The Recipient agrees to
comply with all state and federal laws and regulations regarding use of any data. The Recipient
agrees to indemnify the DMV, and any approved third party designees, against any intentional
or unintentional actions on the part of the Recipient or its employees regarding use of the data.
Any data that is a name, social security number, telephone number, street address, post-office

box number or 9-digit extended zip code, driver identification number, medical or disability information, or other information that identifies an individual shall be treated as confidential information and shall not be published or re-disclosed, except as authorized by state and federal law. The Recipient is prohibited from reselling data more than once without additional payment to the DMV, or an approved third party designee.

VI. PROTECTION AGAINST UNAUTHORIZED USE, ACCESS OR DISCLOSURE

The Recipient agrees to comply with the following measures to protect the information provided under this agreement against unauthorized access or disclosure:

1. The data subject to this agreement shall be used only to the extent necessary to carry out the Recipient's official business functions as described in the "Statement of Intended Use" in the attached Special Conditions.
2. Recipient will take necessary precautions to ensure that only Authorized Recipient Employees, as defined in the Special Conditions, are given access to Electronic DMV Records Service and to ensure compliance with s. 943.70, Wis. Stat., relating to computer crimes.
3. Only Authorized Recipient Employees who have been informed of all confidentiality restrictions shall have access to Electronic DMV Records Service. Recipient will annually review access/use guidelines with employees who access Electronic DMV Records Service and place and retain for three (3) years a signed acknowledgement in all of the Recipient's personnel files.
4. No one with access to data covered by this agreement may share, disclose or release any data that identifies or contributes to the identification of individuals unless for Recipient's authorized business functions as described in the "Statement of Intended Use" in the attached Special Conditions.
5. Recipient's internal standards and disciplinary procedures shall apply to data handling standards for the data covered by this agreement. Any of the Recipient's employees who misuse data will be denied future access to data, and such employees may be subject to civil or criminal prosecution.
6. The Recipient's employees may not share logons and passwords.

VII. DMV AGREES

DMV agrees that it, or its approved third party designee, will:

1. Make available information to assist the requester in identifying categories of requesters and uses authorized to access the information under Title 18 USC 2721-2725 and s. 19.36(1), Wis. Stats., which is presently available on Department Form MV2896.
2. Provide access to Electronic DMV Records Service in accordance with Section III ("Statement of Intended Use") of this agreement to view, create and maintain data.
3. Authorize web access for the Recipient via the Wisconsin User ID – Web Access Management System (WAMS) with the Department of Administration, Division of Enterprise Technology.

4. Notify recipient in writing within 20 days after notice to the DMV of any legal action involving the DMV's authority, under this agreement, and the DMV agrees to give timely notice of legislation, which the DMV becomes aware of, affecting its authority to provide the data to the Recipient.

VIII. RECIPIENT AGREES

The Recipient agrees that it will:

1. Only use or disclose any data provided under this agreement for purposes listed in the "Statement of Intended Use" or "Staff Acknowledgement," unless the Recipient obtains prior written approval from the DMV.
2. Never sell, assign or otherwise transfer any of the data to any person, firm, association, corporation or governmental agency unless it is within the "Statement of Intended Use."
3. Never refer to or use the names of the State of Wisconsin, the DMV, or its approved third party designee, or any state official or employee for commercial purposes. Notwithstanding the foregoing, the Recipient may disclose that the DMV is the provider of the data to the Recipient.
4. At all times, comply with and observe all federal and state laws and regulations, and local ordinances and laws that are in effect during the term of this agreement and which, in any manner, affect access to, use of, or distribution of the data. This agreement shall be governed under the laws of the State of Wisconsin.
5. Certify to the DMV, or its approved third party designee, in writing within 30 days after execution of the agreement and from time to time as requested by the DMV, or an approved third party designee, that none of the Recipient's officers, directors or employees are an employee of the DMV, or its approved third party designee.
6. Never knowingly employ an employee of the DMV, or its approved third party designee, during the period of this agreement without the prior written approval of the DMV and subject to Recipient's obligations under applicable laws.
7. Notify the DMV, and its approved third party designee, if the Recipient becomes aware of the following:
 - a. Any known misuse of and/or breach of security or confidentiality involving data furnished to Recipient, writing within 48 hours.
 - b. Any litigation or notice of claim involving the content or handling of data furnished to the Recipient. Such an occurrence shall be reported by the Recipient to the DMV, and its approved third party designee, within three (3) business days.
8. Allow the DMV, or its approved third party designee, to conduct routine audits to verify the frequency and use of data by the Recipient and its employees. Any information provided by the Recipient under this provision is confidential, and the DMV, or its approved third party designee, shall hold such information as confidential unless the DMV, or its approved third party designee, is ordered to release the information by a court of competent jurisdiction. DMV, or its approved third party designee, shall provide the Recipient written notice 14 days prior to any release of the Recipient's confidential information to allow the Recipient, at the Recipient's expense, the opportunity to

intervene and attempt to prevent disclosure of its confidential information. DMV, or its approved third party designee, assumes no liability if any information obtained by audit is ordered released by a court of competent jurisdiction. The audits may result in DMV, or its approved third party designee, requiring new reports and /or additional security procedures to protect DMV data.

9. Comply with any copyright notices or other limitation on use applicable to services, databases, or other information provided by the DMV, or its approved third party designee.
10. Never use the trademarks of the DMV, or its approved third party designee, in any fashion unless specifically authorized to do so in writing.
11. Acknowledge that the continuing ownership of the original record underlying each copy of a Record remains with the DMV.
12. Not initiate any press and/or media contact nor respond to press/media requests regarding this agreement and/or any related matters concerning the DMV, or its approved third party designee, without the prior written approval of the DMV.
13. Acknowledge that records of its access to the Electronic DMV Records Service may be maintained by the DMV, or its approved third party designee.

IX. GENERAL PROVISIONS

1. Notwithstanding any provision or language in this agreement to the contrary, the DMV, or its approved third party designee, reserves the right to cease access to Electronic DMV Records Service, without recourse against the DMV, or its approved third party designee, by the Recipient, at any time the DMV is restrained or enjoined by a court of competent jurisdiction from providing the data or upon the effective date of an act of the Wisconsin Legislature repealing the DMV's authority to provide the data.
2. Recipient acknowledges and agrees that the DMV may appoint a third party to operate and maintain portions of the Electronic DMV Records Service. Access to any portion of the Electronic DMV Records Service provided by such third party designee may require the execution of additional terms and conditions by and between Recipient and such third party designee as approved by the DMV from time to time.
3. If performance of this agreement is rendered impossible or is delayed, interrupted or prevented by reason of any strike or similar labor difficulty, accident, fire, explosion, flood, mobilization, war, hostilities, riot, rebellion, revolution, blockade, act of public enemies, act of God, act of the Federal or state government, or by any other cause, whether or not the nature specifically enumerated above, which is beyond the reasonable control of the parties, then the parties shall be excused from performance of any obligation under this agreement, except that this paragraph does not relieve any duty created by law. In the event either party is excused from the performance of any obligation pursuant to this provision, the parties shall consult and make an equitable adjustment to the payment or other provisions of this agreement.

4. The DMV, or its approved third party designee, takes no responsibility for any use of data gleaned from Electronic DMV Records Service and does not warrant any of the Recipient's information. Use of the data by the Recipient is the Recipient's responsibility.
5. No amendment to this Agreement shall be effective unless it is in writing and signed by the authorized representative of each party.
6. No term or provision of this agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the parties. The waiver, modification, or failure to insist by the DMV on any of these terms or conditions, shall not void, waive, or modify any of the other terms or conditions nor be construed as a waiver or relinquishment of the DMV's right to performance of any such term or terms.
7. No rights granted to the Recipient under this agreement are exclusive, and the DMV reserves the right to contract with any other entity for the same or similar access to Electronic DMV Records Service.
8. Providing access to Electronic DMV Records Service is the exclusive right of the DMV and the DMV retains the right to contract this exclusive right to a third party.
9. DMV reserves the right to modify the electronic file and access procedures at any time for the express purpose of serving the DMV's, or its approved third party designee's, needs in maintaining the Electronic DMV Records Service. The DMV agrees to promptly notify the Recipient if the DMV decides to modify the data file. Such modification is grounds for termination of this agreement.
10. Any records or information furnished to the DMV, or its approved third party designee, by the Recipient in the performance of this agreement shall be presumed to be public record unless otherwise reasonably and clearly marked as proprietary. In such an instance, the DMV, or its approved third party designee, will treat the information as confidential, but will release such information by order of a court of competent jurisdiction. The DMV, or its approved third party designee, assumes no liability if any information marked as proprietary is ordered released by a court of competent jurisdiction.
11. In connection with the performance of work under this agreement, the Recipient agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, creed, marital status, disability, sex, physical condition, developmental disability as defined in s. 51.01(5) Wis. Stats., sexual orientation as defined in s. 111.32(13m) Wis. Stats. or national origin. This provision shall include, but not be limited to, the following: employment, promotion, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, employment related benefits or other forms of compensation and selection for training including apprenticeship.
12. This agreement is not assignable or transferable by the Recipient and any attempted assignment or transfer shall be null and void and of no force or effect. The DMV may assign this agreement.

X. TERM

1. This agreement shall terminate four (4) years from the date signed, but may be renewed or extended upon the written agreement of both parties.
2. The confidentiality and disclosure requirements of this agreement survive the termination, for whatever reason, of the agreement itself, subject to state and federal statutes and administrative rules.
3. New legislation that changes data access or the DMV's authority to enter this agreement supersedes this agreement. This agreement will be terminated if future privacy or data access legislation prohibits access to any or all data provided under this agreement.
4. This agreement is void and subject to immediate cancellation by the DMV upon the Recipient becoming insolvent or by filing or by having proceedings filed against it (and such involuntary proceedings are not dismissed within 90 days of such filing), in bankruptcy or reorganization under Federal Bankruptcy laws.
5. This agreement may be terminated by the DMV at any time, without advance notice, if any terms of the agreement are violated.
6. This agreement may be terminated upon sixty (60) days advance written notice signed by a duly authorized representative of the party wishing to terminate, and mailed to the other party.

XI. INDEMNIFICATION AND HOLD HARMLESS

The Recipient shall be responsible for any injuries, claims, losses arising from or caused by the acts or omissions of its agents or employees acting within the scope of their employment while retaining (as permitted by state law of Recipient's jurisdiction and/or applicable federal laws), when applicable, statutory protections provided by ss. 893.80 and 895.46 Wis. Stats. The obligations of the Recipient under this paragraph shall survive the expiration or termination of this agreement.

Recipient agrees to indemnify the State of Wisconsin, and any approved third party designee, (as permitted by state law of Recipient's jurisdiction and/or applicable federal law) against any intentional or unintentional misuse by the Recipient or its employees regarding the DMV's information with respect to any claims, suits, liabilities, judgments, costs and expenses which may in any manner accrue or be asserted against the Department, its officers, agents and employees under either the Federal Fair Credit Reporting Act (Public Law 91-508), the Federal Privacy Act of 1974 (Public Law 93-579), the Driver's Privacy Protection section of the Violent Crime Control and Law Enforcement Act of 1994 (DPPA), 18 USC 2721-2725, or any laws of the State of Wisconsin, arising out of the Recipient's use of the Records (as permitted by state law of the Recipient's jurisdiction and/or applicable federal law).

XII. CHARGES INCURRED

The Recipient agrees:

1. Recipient shall be responsible for all system design/enhancements to their operating systems necessary to access the Electronic DMV Records Service, including any updates required to maintain access.
2. Payment shall be made to the DMV, or its approved third party designee, within thirty (30) days of billing or the Recipient's access may be terminated.
3. To pay any merchant fees resulting from billing procedures as set by the DMV, or its approved third party designee

XIII. SEVERABILITY

If any provision of this agreement should be found to be illegal, invalid or otherwise void, it shall be considered severable. The remaining provisions may not be impaired and the agreement shall be interpreted, as far as possible, to give effect to the parties intent.

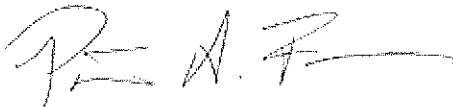
XIV. AUTHORIZING AGREEMENT COORDINATOR SIGNATURES

The following parties, by their signatures and a date hereto, acknowledge that they are authorized to enter into this agreement and attached Special Conditions on behalf of the DMV and the Recipient:

I have read the Electronic DMV Records Service Access Agreement between the Recipient and the Department of Transportation, Division of Motor Vehicles providing the terms of access to Electronic DMV Records Service. By my signature below, the Recipient, and its employees will abide by all confidentiality restrictions and guidelines set forth in this agreement.

BY: _____ Date: _____

Agreement Coordinator
Title
Company Name Here



BY: _____

Patrick Fernan, Administrator
Wisconsin Department of Transportation
Division of Motor Vehicles

**ELECTRONIC DMV RECORDS SERVICE DATA ACCESS AGREEMENT
SPECIAL CONDITIONS – BUSINESS ACCOUNT DRIVER AND VEHICLE RECORDS**

I. SPECIAL CONDITIONS FOR DATA ACCESS

These Special Conditions are made part of the Electronic DMV Records Service Access Agreement. With the Recipient acceptance of these Special Conditions the DMV agrees to allow the Recipient to use the Electronic DMV Records Service to access Driver and Vehicle Records for the purpose described in the “Statement of Intended Use”.

II. STATEMENT OF INTENDED USE

Specifics of intended use shall be defined by the Recipient in a MV2896 Vehicle/Driver Information Request form submitted to the DMV, or its approved third party designee.

III. AGREEMENT COORDINATORS

1. Official notices arising out of this agreement to be given by the Recipient to the DMV at:
Bureau of Driver Services Director
Ann Perry or successor
Wisconsin Department of Transportation
P.O. Box 7999
Madison, WI 53707-7999
Ann.Perry@dot.wi.gov

Such notices shall, for all purposes, be deemed to be duly given and received on the date of mailing, if sent by registered or certified mail, postage prepaid, overnight express mail service or by hand delivery for which a written receipt is received.

2. Communications arising out of the daily performance of this agreement to be given by the Recipient to the DMV, or its approved third party designee at:
c/o PARS Program Enrollment
Wisconsin Interactive Network
PO Box 111
Madison, WI 53701
WI_Helpdesk@egov.com
3. The Recipient will provide the name of the support data and system access contact:
Attn: Data & System Access Contact
Company Name Here
Street Address
City, ST Zip
EMAIL Address

IV. AUTHORIZED RECIPIENT EMPLOYEE

The number of Authorized Recipient Employees with access shall be limited to those who have a need to check for the DMV’s information for business purposes only, as defined in the “Statement of Intended Use”. The Recipient’s employees will be considered Authorized Recipient Employees after the Recipient submits the following to the DMV, or its approved third party designee:

1. Staff Acknowledgement

The Recipient agrees to ensure that each employee who has access to the information covered under this agreement will be trained on the provisions of this agreement. In the event that the information in this agreement is merged with the Recipient's records, all employees of the Recipient having access to this information will also be trained on the provisions of this agreement. Each of the Recipient's employees is required to adhere to all provisions of the DPPA, the policies and procedures of the Recipient and the DMV, or its approved third party designee, regarding data confidentiality and security. The DMV's data requested contains elements that are defined by the federal DPPA as personal identifiers. Unauthorized use or release of the data may result in substantial civil or criminal penalties.

2. Background Check:

The Recipient shall not allow any employee to access the Electronic DMV Records Service before he or she passes a criminal background check, to be performed by the Recipient, at the expense of the Recipient. The background check must be completed prior to giving the employee access to the data and each time this agreement is renewed per s. 110.09 (2) Wis. Stats. and Trans. Code 195.11 (2). The DMV, or its approved third party designee, may waive this requirement if the Recipient provides proof that the criminal background checks are performed on its employees at time of hire and every four (4) years thereafter. The Recipient shall provide the DMV, or its approved third party designee, with a signed statement certifying that the results of the background check do not disqualify any employee from accessing the data, according to criteria provided by DMV, or approved third party designee.

Background checks will at a minimum include an investigation for, and review of (i) state and federal felony convictions and (ii) misdemeanor convictions involving injury or loss to person or property; endangerment of others while under the influence of alcohol or other substances; and crime involving bribery, theft, fraud, dishonesty, moral turpitude, or violation of any securities law; as well as any deferred adjudications with respect to any of the above. The background checks must take place in the country or comparable political subdivision of the applicable jurisdiction in which such employee had resided and currently resides and/or has been, or is currently employed. If a conviction is found during a background check, the information will be sent to the DMV, or its approved third party designee, for review prior to authorization of access. The DMV, or its approved third party designee, reserves the right to conduct a criminal background check on any of the Recipient's employee who has access to the Electronic DMV Records Service, for audit purposes.

Recipient shall send background check documentation to the DMV, or its approved third party designee, for each person who will have direct access to driver records. DMV will consider misdemeanor convictions on a case-by-case basis for possible denial of access to the Electronic DMV Records Service, and shall deny access by any person having a felony conviction within the past five (5) years.

Recipient shall require each person having access to the Electronic DMV Records Service to notify Recipient if he or she is charged with or convicted of a misdemeanor or felony. Upon receiving any such notice, Recipient shall immediately notify DMV. DMV may thereafter require Recipient to complete a

new criminal background check for any such person and to provide the results to DMV, or its approved third party designee, for evaluation. DMV will consider any failure by Recipient to notify DMV of any criminal charges or criminal convictions of employees having access to the Electronic DMV Records Service in any renewal of this agreement. DMV, or its approved third party designee, reserves the right to conduct for audit purposes a criminal background check of any person having access to the Electronic DMV Records Service.

V. SPECIAL PROVISIONS

1. The Recipient shall report to the DMV, or its approved third party designee, any violations/investigations and results, and other data if requested as the result of an investigation or audit.
2. The Recipient shall assign a unique logon (Wisconsin User ID) to each Authorized Recipient Employee who accesses DMV data via WAMS by completing PARS System Access Request form MV3758 indicating Request Type "Create".
3. The Recipient shall provide a completed MV3758 form indicating Request Type "Delete" for any employee, who has a unique logon through WAMS for access to DMV data, who leaves employment or who no longer requires access to DMV data. .
4. The Recipient shall monitor the logon of any employee with access to the DMV's data. The Recipient shall be responsible for whomever has access to the DMV's data. Failure to maintain a secure environment may result in unilateral termination of this agreement.
5. The Recipient shall establish record retention and purge criteria for the DMV's data viewed, printed or shared.
6. The Recipient shall notify DMV, or its approved third party designee, of any change of the organizations name or address information and of any changes of the Recipient's Agreement Coordinator.
7. The DMV, or its approved third party designee, shall provide a user manual for the Recipient's new employee users on interpreting the data when the Recipient is authorized access. The DMV, or its approved third party designee, will provide assistance if there is questionable data which requires resolution.
8. The Recipient's employees may not share logons and passwords.
9. The Recipient acknowledges that Federal law does not permit disclosure of personal identifiers for bulk distribution of surveys, marketing or solicitations. If such information is re-sold or re-disclosed, records must be kept for five (5) years. These records must identify each person or entity that received information and the permitted purpose for which the information was used. These records must be made available to the Wisconsin Department of Transportation upon request.

VI. COSTS

The Recipient agrees to pay the DMV, or its approved third party designee, for each DMV record, file data or query received by the Recipient as follows:

1. Pay \$5.00 for each query not subject to paragraph 2 in addition to the other fees identified in this agreement as provided by s. 343.24(2)(b) Wis. Stats. This charge applies to all queries, including those, which result in no record.
2. There will be no record query fee for government agencies. Government employee usage is limited to the mission and official business functions of their agency. Government agencies may be required to pay computer usage costs.
3. Pay \$5.00 a Criminal Background Check fee for each of the Recipient's employees with authorized access to DMV data concerning who the DMV, or its approved third party designee, conducts a background check under this agreement.