



Pete Ricketts
Governor

STATE OF NEBRASKA

DEPARTMENT OF MOTOR VEHICLES
Rhonda K. Lahm
Director

RECEIVED

JUL 11 2016

LINCOLN POLICE
DEPARTMENT

July 8, 2016

Chief Jeff Bliemeister
Lincoln Police Department
575 South 10th Street
Lincoln, NE 68508

RE: New Interagency Agreement with the Nebraska Department of Motor Vehicles

Dear Chief Bliemeister:

The Interagency Agreement between the Lincoln Police Department and the Nebraska Department of Motor Vehicles will expire soon. The Agreement allows LPD to use DMV records to carry out its governmental functions. A new agreement is enclosed. If you wish to continue to receive Departmental records, please review, sign, and return the enclosed agreement to DMV Legal, P.O. Box 94699, Lincoln, NE 68509-4699. The new agreement is for 5 years, and may be extended for additional two-year terms.

If you have any questions or if this agency no longer needs access to DMV information please call me at 402-471-9593.

Sincerely,

Kenneth Lackey
DMV Attorney

enclosure

Noelie Ackermann Sherdon, Legal Counsel • Legal Division

301 Centennial Mall South • P.O. Box 94699 • Lincoln, NE 68509-4699 • Phone (402) 471-9593 • Fax (402) 471-4828 • <http://www.dmv.nebraska.gov>



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INTERAGENCY AGREEMENT
Between the
NEBRASKA DEPARTMENT OF MOTOR VEHICLES
and the
LINCOLN POLICE DEPARTMENT

THIS AGREEMENT is made and entered on the date signed by and between the State of Nebraska Department of Motor Vehicles, (hereinafter "Department") and the Lincoln Police Department (hereinafter "Agency"). This Agreement shall remain in effect until terminated as provided herein.

STATEMENT OF INTENDED USE

Agency intends to use personal information contained in motor vehicle records received from the Department under this Agreement in carrying out its functions as a federal, state, or local government agency. The specific governmental function of the Agency that requires access to Department records is to determine owners of motor vehicles and to search motor vehicle types. The requested uses are permitted under the **Nebraska Uniform Motor Vehicle Disclosure Act, under Title 250 Nebraska Administrative Code Chapter 2-Rules and Regulations Governing Requests for and Release of Personal Information Contained in Motor Vehicle Records Pursuant to the Uniform Motor Vehicle Records Disclosure Act, Neb.Rev.Stat. 60-2901 et. seq.**

IT IS MUTUALLY AGREED AS FOLLOWS:

- I. TERM, RENEWAL. This Agreement supersedes prior agreements between both parties for use of personal information contained in Department files and shall remain in effect for five years from the effective date. This Agreement may be renewed for two additional two-year periods in writing signed by the authorized representatives of both parties.
- II. SCOPE. The Department agrees to grant Agency limited inquiry-only access to files contained on the Vehicle Title and Registration System.
- III. CONTENT OF FILES. Limited inquiry-only electronic access to the aforementioned files shall include all information contained in these files, including personal information contained in their vehicle record. This access shall not include the social security numbers or any other sensitive personal information of any individual's records in the files. Personal information is defined as an individual's driver identification number (driver's license number, license plate number or title number); name; address, except zip code; and telephone number.
- IV. CONFIDENTIALITY.
 - A. Agency agrees that it shall not release, disclose or share the personal information in the records provided to it by the Department with non-Agency personnel, unless the Department has given its written consent and has certified the re-disclosure as

permissible under the **Nebraska Uniform Motor Vehicle Records Disclosure Act, Neb.Rev.Stat. 60-2901 et. seq.**, except that the Agency may release, disclose, or share the personal information in the records provided when necessary to complete the activities listed in the above STATEMENT OF INTENDED USE.

B. Agency agrees to develop and maintain a security plan and measures to keep confidential personal information and ensure that personal information is used only for the purposes identified in this Agreement. Agency shall make the security plan available to the Department upon request. Agency understands that it is responsible for ensuring that its staff complies with the **Nebraska Uniform Motor Vehicle Records Disclosure Act** knowing that a breach of confidentiality for personal information is a Class I Misdemeanor. Agency shall keep on file a signed copy of the "Memorandum of Understanding" for each employee who has access to the information. Agency shall make these memoranda available to the Department upon request. A copy of this memorandum is included as Attachment A to this agreement.

C. Agency shall retain for five years a record of any and all releases or disclosures of personal information as defined in Paragraph III of this Agreement and shall comply with Neb.Rev.Stat. 60-2910. Agency shall make such records available to the Department upon request.

D. Agency shall notify the Department within 24 hours of discovery that an unauthorized use or disclosure of personal information has occurred.

- V. COSTS. Agency shall be responsible for all costs, including but not limited to: all line, mainframe, and equipment expenses resulting from access to Department records.
- VI. CONTACT PERSON. Agency and the Department shall establish a contact person who will be responsible for the implementation of this Agreement. Department and the Agency shall keep the other party informed if the contact person should change.
- VII. TERMINATION OF AGREEMENT. The above Agreement may be terminated by either party upon thirty (30) days' written notice. The Department may terminate this Agreement immediately upon the discovery that the Agency has abused or has exceeded the authority granted under this Agreement or negligently allowed any person to do so, including but not limited to the use, disclosure, or sale of personal information received under this Agreement in a manner not authorized by this Agreement or the **Nebraska Uniform Motor Vehicle Records Disclosure Act, or Title 250 Nebraska Administrative Code Chapter 2**.
- VIII. AMENDMENT. This Agreement may not be modified except by amendment made in writing and signed by authorized representatives of each party.
- IX. NONDISCRIMINATION / FAIR LABOR STANDARDS. Agency agrees to comply fully with the **Nebraska Fair Employment Practice Act, Neb.Rev.Stat. 48-1101 et. seq.** Agency agrees that it shall not discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment because of the race, color,

religion, sex, disability, or national origin of the employee or applicant. The Agency agrees to abide by the **Fair Labor Standards Act, Neb.Rev.Stat. 73-102.**

- X. DRUG-FREE WORKPLACE. Agency shall comply with a drug-free workplace program and policy as set out in Attachment B attached and incorporated herein.
- XI. NEBRASKA LAW. Nebraska law shall govern this Agreement and any disputes arising pursuant to such agreement. There shall be no arbitration required.
- XII. LIABILITY. The Agency shall indemnify the Department for any losses incurred should any personal information be knowingly, willingly or negligently released or redisclosed contrary to the governing laws. The Agency agrees to hold the Department and the State harmless for all loss or damage sustained by any person as a direct result of knowing, negligent or willful acts by the Agency, its employees or agents in the performance of this agreement including all associated costs of defending any action. The Department agrees to hold the Agency harmless for all loss or damage sustained by any person as a direct result of the knowing, negligent or willful acts by the Department, its employees, or agents, limited to providing personal information to the Agency in the performance of this agreement including all associated costs of defending action.
- XIII. SECTION HEADINGS. Section headings are for reference only and in no way define, limit or describe the scope or intent thereof or in any way affect this Agreement.
- XIV. NO WARRANTY. The Agency understands that applicants for driver's licenses, ID Cards and motor vehicle titles and registrations provide the information in the Department's files. The Department follows all applicable state and federal laws and regulations required for the issuance of such license' and ID cards but is not responsible for any inaccuracies in the records due to undetected fraud by such applicants. The Department provides no warranty.
- XV. NEW EMPLOYEE WORK ELIGIBILITY STATUS. Agency is required, and hereby agrees, to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
- XVI. HOLD HARMLESS. Agency shall assume all risk of loss and hold the Department, it's employees, agents, assignees and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments and all expenses incident thereto, for injuries to persons and for loss of, damage to, or

destruction of property which arise during or in connection with the execution of the terms of the Agreement.

XVII. WAIVER. Failure by either party to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any right or power hereunder at any time be deemed a waiver or relinquishment of any further such rights or power.

XVIII. EFFECTIVE DATE. This Agreement shall be effective upon the date that this Agreement has been signed by the authorized representative of both the Agency and the Department.

EXECUTED by the authorized representatives of the parties on the dates indicated below.

BY: Rhonda K. Lahm DATE: 1 July 2014
Rhonda K. Lahm, Director
State of Nebraska
Department of Motor Vehicles

BY: [Signature] DATE: 7-12-2014
Jeff Blumeister
Chief of Police
City of Lincoln

Mayor, Chris Beutler Date: _____

LEGAL REVIEW COMPLETED

Date 6/24/14

Signature [Signature]

ATTACHMENT A

Nebraska Department of Motor Vehicles Uniform Motor Vehicle Records Disclosure Act

Memorandum of Understanding

The purpose of this Memorandum of Understanding is to make contractors, employees, or agents who receive personal information from a motor vehicle record aware of the controls necessary to ensure the Department and its contractors adhere to the **Uniform Motor Vehicle Records Disclosure Act, Neb.Rev.Stat. 60-2901 et. seq.**

Information Protected

Under the Act, the Department and its contractors are required to protect the personal information and sensitive personal information on all motor vehicle records.

- Personal information includes: an individual's driver identification number (driver's license number, license plate number or title number); name; address, excluding zip code, and telephone number.
- Sensitive personal information includes an individual's operator's license photo or image, social security number, and medical or disability information.

Personal information from a motor vehicle record shall not be given out unless requested for an exempted use pursuant to Neb Rev. Stat. 60-2907.

Disclosure of Information/Record Keeping Requirements

Before any personal information is disclosed from a motor vehicle record, the employee, agent or contractor disclosing the information must verify the requested use is exempted under the Act and must verify the identity of the person making the request by examining an approved form of identification. Copies of these request forms shall be maintained in your office for 5 years; and available for inspection by DMV upon request.

Penalties

You should be aware of the following penalties that apply for unauthorized access to DMV records:

- For each day of non-compliance, the Department may be subject to a \$5,000.00 fine. Noncompliance may include one record being disclosed improperly.
- Any person requesting the disclosure of personal information from motor vehicle records who misrepresents his/her identity or makes a false statement on any record request shall be guilty of a Class IV felony.
- Any officer, employee, agent, or contractor of the Department who knowingly discloses or knowingly permits disclosure of sensitive personal information shall be guilty of a Class I misdemeanor and shall be subject to removal from office or discharge at the discretion of the Governor or agency head, as appropriate.

Certification of Understanding

I certify I have read and acknowledge the foregoing Memorandum of Understanding and, if I am in a supervisory capacity, agree to notify all employees in my office of these requirements.

Employee (printed name)

Employee (signature)

Agency Supervisor

Date

ATTACHMENT B

DRUG FREE WORKPLACE POLICY

Drug abuse and use at the workplace are subjects of immediate concern in our society. These problems are extremely complex and ones for which there are no easy solutions. From a safety perspective, the use of drugs may impair the well being of all employees and the public at large, and may result in damage to departmental property. Therefore, it is the policy of the Department of Motor Vehicles that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the workplace is prohibited. Any employees violating this policy will be subject to discipline up to and including termination. The specifics of this policy are as follows:

1. The Department of Motor Vehicles does not differentiate between drug users and drug pushers or sellers. Any employee who gives or in any way transfers a controlled substance to another person or sells or manufactures a controlled substance while on the job or on state premises will be subject to discipline up to and including termination.
2. The term "controlled substance" means any drug listed in 21 U.S.C. § 812 and other federal regulations. Generally, these are drugs that have a high potential for abuse. Such drugs include, but are not limited to, Heroin, Marijuana, Cocaine, PCP, and "Crack". They also include "legal drugs" which are not prescribed by a licensed physician.
3. Each employee is required by law to inform the Department within five (5) days after he or she is convicted for violation of any federal or state criminal drug statute where such violation occurred on state premises. A conviction means a finding of guilt (including a plea of nolo contendere) or the imposition of a sentence by a judge or jury in any federal or state court.
4. The Department's Personnel Manager must notify the U.S. government agency with which the contract was made within ten (10) days after receiving notice from the employee or otherwise receives actual notice of such a conviction.
5. If an employee is convicted of violating any criminal drug statute while on the workplace, he or she will be subject to discipline up to and including termination. Alternatively, the Department may require the employee to successfully finish a drug abuse program sponsored by an approved private or governmental institution.
6. As a condition of further employment on any federal government contract, the law requires all employees to abide by this policy.