



PRIVATE REBUILT MOTOR VEHICLE INSPECTION PROGRAM MEMORANDUM OF UNDERSTANDING (MOU)

This MOU is between the Florida Department of Highway Safety and Motor Vehicles, hereafter referred to as "FLHSMV" or "Department", and

whose permanent mailing address is:

hereafter referred to as "Participant".

1. The purpose of this MOU is to establish the parameters by which the Participant may participate in the Private Rebuilt Motor Vehicle Inspection Program (PRVIP) authorized by section 319.141, Florida Statutes. Both parties agree to be bound by the provisions of sections 319.14, 319.141, 319.23, and 319.30, Florida Statutes, all rules set forth in Chapter 15C-22, Florida Administrative Code, Private Rebuilt Motor Vehicle Inspection Program, including incorporated forms, and the terms and conditions set forth herein. By signing this MOU, Participant represents that it has read all applicable provisions governing this MOU. This MOU terminates any prior PRVIP MOUs between the parties upon full execution.
2. When a rebuilt inspection is conducted by the Participant and provided to FLHSMV, the Participant shall assume full responsibility for the accuracy of the inspection and FLHSMV shall be held harmless from and shall not be liable for any damage or loss, if any resulting from the transaction, including issuance of a Florida rebuilt inspection decal.
3. By signing this MOU, each party attests that they have procedures in place that will ensure the confidentiality of the information exchanged will be maintained throughout the term of this MOU.
4. All inspections and inspection related procedures shall be carried out by the Participant in compliance with the laws and rules applicable to the PRVIP and/or incorporated herein.
5. All costs incurred and fees assigned by the Participant to participate in the PRVIP will be their sole responsibility. This includes, but is not limited to, the banking set-up fees for remittance processing.
6. This MOU is not assignable to a third party either in whole or in part.
7. This MOU is subject to any restrictions, limitations or conditions enacted by the Florida Legislature, which may affect any or all terms or provisions of this MOU in any manner. The Participant agrees that written notice from FLHSMV of any such restrictions, limitations, or conditions being enacted by the Florida Legislature will constitute a modification or amendment to this MOU until such time as such restriction, modification or condition is reduced to writing and duly executed by each party. FLHSMV will advise the Participant of any such actions taken by the Florida Legislature as soon as

possible, but lack of notification by FLHSMV does not negate the legal requirement to comply with all applicable provisions of law. The Participant may immediately terminate this MOU in writing to the Department if it decides not to comply with the modifications or amendments to this MOU.

8. Pursuant to the Dispute Resolution section of this MOU, this MOU may be terminated for cause by FLHSMV for failure of the Participant to meet the terms of this MOU, or comply with section 319.141, Florida Statutes or Chapter 15C-22, Florida Administrative Code, without penalty to FLHSMV.
9. This MOU may be terminated and replaced by the Department if the Department decides to terminate all MOUs with PRVIP program participants in order to update the standard MOU agreement. If the MOU is to be terminated and replaced for this reason, the Department will provide 60 days' advance notice. This MOU may be terminated if the statutory authority for the PRVIP program ends, in which event the Department will provide written notice.
10. Public Records Requirements.
 - a. The Participant agrees that the Department may unilaterally cancel this MOU for refusal by the Participant to allow public access to all documents, papers, letters, or other material made or received by the Participant in conjunction with this MOU, unless the records are exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), Florida Statutes.
 - b. The Participant, when acting on behalf of the Department, shall in addition to all other conditions of this MOU:
 - i. Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services contemplated by the MOU.
 - ii. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost as set forth in the Department's Policy Number 9.03, Providing Records to the Public, which can be provided by the Department upon request, or as otherwise provided by law.
 - iii. Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law.
 - iv. Upon completion of the MOU, transfer, at no cost to the Department, all public records in possession of the Participant or keep and maintain public records required by the Department to perform the service. If the Participant transfers all public records to the Department upon completion of the MOU, the Participant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Participant keeps and maintains public records upon completion of the MOU, the Participant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records or MOU Manager, in a format that is compatible with the information technology systems of the Department.
 - d. Pursuant to subsection 119.0701(3), Florida Statutes, in the event the Participant fails to comply with the Department's request for records, the Department will enforce all MOU provisions related to public records requests.

- e. The Participant may be subject to penalties under section 119.10, Florida Statutes, for a failure to provide public records to the Department within a reasonable time.

IF THE PARTICIPANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTICIPANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 617-3101, OGCFILING@FLHSMV.GOV, PUBLIC RECORDS COORDINATOR, OFFICE OF GENERAL COUNSEL, 2900 APALACHEE PARKWAY, ROOM A432, MS 02, TALLAHASSEE, FL 32399.

11. Pursuant to section 20.055(5), Florida Statutes, Participant and its subcontractors, if any, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review or hearing.
12. This MOU shall become effective on the date of execution by the last signatory and shall continue in force until modified, amended or terminated.
13. Any amendment or modification to this MOU shall be in writing duly executed by each party's authorized official.
14. This MOU is entered into in the State of Florida and is governed by the provisions of the laws of the State of Florida. Venue for any dispute arising from this MOU shall be in Leon County, Florida.
15. The Department may, at its option, terminate this MOU if the Participant is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes; or is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
16. Participant agrees to keep deposits of collected funds current and up to date. In order to ensure the proper accounting of State fees under section 319.32, Florida Statutes, any participant who has not remitted funds due to the state within 5 business days of receipt of such funds shall not be eligible to receive additional rebuilt decals until such deposits have been made and the Participant's account is current.
17. The Participant and any subcontractor(s), if applicable, must comply with the requirements of section 448.095, Florida Statutes, regarding registration and use of the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees.
18. Dispute Resolution.
 - a. The sole and exclusive means for the resolution of all disputes affecting a Participant's substantial interests that are related to or arising from this MOU, including a decision by the Department to terminate this MOU for cause, is pursuant to proceedings conducted in accordance with sections 120.569 and 120.57, Florida Statutes.
 - b. The Department shall provide the Participant with written notice of the Department's intended action pursuant to this MOU.

- c. The Department’s intended action shall be final and conclusive unless, within twenty-one (21) days after the date of receipt of notice of the Department’s intended action, the Participant files with the Department a written request for an administrative hearing pursuant to sections 120.569 and 120.57, Florida Statutes. If the Participant fails to file with the Department a request for an administrative hearing within twenty-one (21) days after receipt of notice of the Department’s intended action, the Participant shall have waived the right subsequently to request a hearing on such matters. The Department reserves the right to take emergency action pursuant to section 120.569(2)(n), Florida Statutes, and Rule 28-106.501, Florida Administrative Code.
- d. The Department’s decision following any administrative hearing shall be final, subject only to the Participant’s right to review pursuant to section 120.68, Florida Statutes.

In witness whereof, the undersigned have caused this MOU to be executed by their authorized officials as of the last date indicated below.

For: Florida Department of Highway Safety and Motor Vehicles

Chief, Bureau of Purchasing and Contracts

Signature

Date

For: Private Rebuilt Motor Vehicle Inspection Facility

Participant, Private Rebuilt Motor Vehicle Inspection Program

Signature

Date

FEID

Participant Contact Information:

Participant name/s: _____

Telephone number/s: _____

Email address: _____

Mailing address: _____
