

MEMORANDUM OF UNDERSTANDING
between the
OMAHA POLICE DEPARTMENT
and the
NEBRASKA DEPARTMENT OF MOTOR VEHICLES

I. Parties

This Memorandum of Understanding (MOU) is an agreement between the Omaha Police Department (OPD), and the Department of Motor Vehicles (DMV), hereinafter the Parties. The purpose of this MOU is to specify the terms and conditions for OPD access to and use of the Facial Recognition System (FRS) to carry out functions of the OPD.

II. Purpose

This MOU is intended to enhance law enforcement and the working relationship between the OPD and the DMV Driver and Vehicle Records Division to assist those individuals who are victims of identity theft and for investigation of criminal activity using images and signatures stored in FRS. Authorized employees of the OPD and the DMV will carry out the requirements of the MOU.

III. Legal Authority

The statutes provided for in this MOU include, but are not limited to, the following:
Nebraska Revised Statute § 60-484.02; Uniform Motor Vehicle Records Disclosure Act,
Nebraska Revised Statutes §60-2901 through 60-2912.

This MOU shall be interpreted to incorporate any amendments to the above statutes by the Nebraska Legislature as may be applicable during the term of the MOU.

III. Implementation

A. The OPD:

1. Agrees to restrict the access to the DMV FRS images to two employees of the OPD and to provide the DMV with the name, address, and contact information for these employees. Access to and use of images and signatures of individuals stored in DMV databases shall be used solely to carry out the purposes of this MOU as assigned by the DMV to OPD pursuant to the terms and conditions of this MOU. Any access, disclosure, or use of any image or signature for any other purpose beyond the terms and conditions of this MOU is prohibited and shall be considered a breach of the MOU.
2. Agrees to make no facial recognition comparison request except for a case being investigated and /or prosecuted in a criminal manner.
3. Understands that the FRS results provided by the DMV are to assist in furthering an ongoing investigation or criminal matter and cannot be used as the sole reason for arrest.

4. Agrees to adhere to the requirements of Neb.Rev. Stat. §60-484.02 and §60-2901 through 60-2912 and agrees that no employee, contractor, or agent of OPD shall allow disclosure of images and signatures except to federal, state or local law enforcement agencies or a certified law enforcement officer employed in an investigative position by a federal state, or local agency for the purpose of carrying out the functions of the agency or assisting another agency in carrying out its functions or as otherwise may be authorized by action of the Nebraska Legislature.
5. Agrees to enforce all applicable laws and security protocols for handling and processing of images and signatures accessed pursuant to this MOU to prevent any access, use, or disclosure other than as provided in this MOU.

B. The DMV agrees to:

1. Provide two FRS and VPN user IDs and passwords to be used to access images and signatures in the FRS for the sole use of the two identified employees of OPD referred to in paragraph III, A, 1 above.
2. Provide OPD with access to FRS and the available DMV images and signatures subject to the conditions of this MOU.
3. Provide OPD with the names, addresses, and telephone numbers of contact persons within the DMV regarding any questions or problems which may arise in connection with the FRS.
4. Provide to OPD training and assistance necessary to use FRS.

IV. Effective Date and Term of the MOU

This MOU is effective upon the date the authorized representatives of both parties have signed the MOU. This MOU shall expire on January 31, 2018. This MOU may be extended for two additional terms in writing signed by the authorized representatives of both parties.

V. Modification.

This MOU may be modified in writing signed by the authorized representatives of both parties.

VI. Costs

DMV and OPD will each be responsible for costs incurred by the respective agency in furtherance of this MOU.

VII. Termination

This MOU may be terminated by either party upon 30 days prior written notice to the other party. DMV may terminate this MOU without prior notice if deemed necessary because of a requirement of law or policy, upon a determination by DMV that there has been a breach of this MOU, upon a determination by DMV that there has been a breach of system integrity or security

by OPD, upon a failure by OPD to comply with established procedures or legal requirements, or for reasons of government necessity.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the State of Nebraska, its agencies, officers, or employees or against DMV or OPD or employees or officers of DMV or OPD.

The foregoing constitutes the full agreement on this subject between the OPD and the DMV.

The undersigned represent that they are authorized to enter into this MOU on behalf of the Omaha Police Department and the DMV, respectively.



Todd Schmaderer
Chief of Police
Omaha Police Department

1-18-17

Date



Beverly Neth
Director
Nebraska Dept. of Motor Vehicles

Jan 10, 2013

Date

LEGAL REVIEW COMPLETED

Date 1/9/2013

Signature Todd Schmaderer

