

**North Dakota Department of Transportation  
AGREEMENT FOR ON-LINE ACCESS TO DRIVER'S LICENSE DIVISION FACIAL  
RECOGNITION PROGRAM**

This Agreement is between the State of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota, 58505-0700, and the North Dakota Bureau of Criminal Investigation, hereinafter referred to as BCI, whose address is 600 East Boulevard Avenue, Department 125, Bismarck, North Dakota, 58505.

This contract shall be effective when signed by all parties.

WHEREAS, BCI has requested on-line access to the NDDOT drivers license division facial recognition program (Program), maintained electronically by the NDDOT.

NOW THEREFORE, the parties agree that access to the Program is provided for BCI's official use only. BCI will be the single law enforcement access point for all requests from law enforcement entities. Any misuse of the access to the Program will result in the immediate denial of security access to the Program. No access shall be granted by BCI to any other entity to enable them direct access to the Program.

BCI agrees to provide a secure environment so that no unauthorized individual has access to the Program. BCI will provide NDDOT with a current listing of the two personnel and their user IDs who are authorized to access the Program and will notify NDDOT of any changes among the two personnel having access to the Program.

Authorization to access the Program will be granted only after BCI identified staff have adequately completed training on the system from NDDOT. NDDOT reserves the right to refuse access to anyone.

BCI agrees to comply with North Dakota Century Code Chapter 39-33, Driver and Motor Vehicle Record Privacy, and all other provisions of federal and state law in connection with the activities contemplated under this Agreement.

Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this contract shall be governed by and construed in accordance with applicable Federal Law and the laws of the state of North Dakota, at the time this contract was executed. All disputes arising from this agreement shall be brought in the South Central District Court of the state of North Dakota.

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing, and delivered by certified mail or in person. In addition, NDDOT reserves the right to terminate this contract, with or without cause, upon written notice.



NDDOT may temporarily suspend on-line access if, for any reason, NDDOT's computer resources are not sufficient to accommodate NDDOT's needs and BCI's requests.

The Risk Management Appendix, attached, is hereby incorporated into and made a part of this agreement.

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. BCI, by the signature below of its authorized representative, hereby acknowledges that BCI has read this agreement, understands it, and agrees to be bound by its terms and conditions.



EXECUTED the date last below signed.

WITNESS:

Lonnie K. Grabowka  
NAME (TYPE OR PRINT)

Lonnie K. Grabowka  
SIGNATURE

WITNESS:

Jean Monroe  
NAME (TYPE OR PRINT)

Jean Monroe  
SIGNATURE

BUREAU OF CRIMINAL  
INVESTIGATIONS:

Jerald C Kennet  
NAME (TYPE OR PRINT)

Jerald C Kennet  
SIGNATURE

5/25/10  
DATE

NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION

Francis G. Ziegler  
DIRECTOR (TYPE OR PRINT)

Francis G. Ziegler  
SIGNATURE

5/27/10  
DATE

APPROVED as to substance by:

Glenn E. Jackson  
DIVISION DIRECTOR (TYPE OR PRINT)

Glenn E. Jackson  
SIGNATURE

5/20/10  
DATE

CLA 53381 (Div. 09)  
L.D. Approved 5-23-02,; D.K. 05/17/2010

APPROVED as to execution this  
26<sup>th</sup> day of May 2010  
ATTORNEY GENERAL  
By Denny Kautmann  
SPECIAL ASST. ATTORNEY GENERAL



## Risk Management Appendix

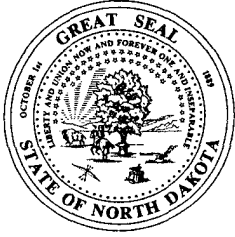
### Service Agreements with State Agencies Covered by the Risk Management Fund:

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from an insurance company, government self-insurance pool or government self-retention fund authorized to do business in North Dakota, **commercial general liability and automobile liability** with minimum limits of liability of **\$250,000 per person and \$1,000,000 per occurrence**.

RM Consulted 1997  
Revised 5-03





# North Dakota Department of Transportation Drivers License Division

Francis G. Ziegler, P.E.  
*Director*

John Hoeven  
*Governor*

June 1, 2010

Bureau of Criminal Investigation  
600 East Boulevard Avenue, Dept 125  
Bismarck, ND 58505

## ON-LINE ACCESS FOR FACIAL RECOGNITION PROGRAM – 09100082

Enclosed for your files is the fully executed copy of the Agreement for On-Line Access to Driver's License Division Facial Recognition Program.

We look forward to working with you.

If you have any questions, please contact me at 328-4792.

A handwritten signature in black ink, appearing to read "Glenn E. Jackson".

GLENN E. JACKSON – DIRECTOR  
DRIVERS LICENSE DIVISION

09/jk  
Enclosure - Agreement