

## California Department of Motor Vehicles Memorandum of Understanding

This memorandum of understanding, hereinafter referred to as MOU, is between the Department of Motor Vehicles, State of California, hereinafter referred to as DMV and City of Sacramento, Human Resources Department hereinafter referred to as Requester for the purpose of obtaining DMV records using on-line access via County of Sacramento Data Center hereinafter referred to as CDC. The following terms and conditions will be followed by the identified parties of this MOU:

1. This MOU is subject to any restrictions, limitations, or conditions enacted by the California State Legislature which may affect the provisions or terms herein in any manner.
2. No alteration of the terms herein shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement, not incorporated herein, shall be binding on any party.
3. The term of this MOU is effective from the date of final approval by the DMV Information Services Branch Chief and on-line access to DMV records is subject to immediate cancellation and termination with cause. Termination without cause may be made by either party upon thirty (30) days prior written notice of such termination. Notice is effective five (5) days from the date sent by facsimile (FAX) transmission or five (5) days from the date of mailing. Termination initiated by the Requester must be directed to the attention of DMV's Information Services Branch Electronic Access Administration Unit Manager. The address and telephone number is:

Department of Motor Vehicles  
Manager, Electronic Access Administration Unit  
P.O. Box 942890, Mail Station H-225  
Sacramento, CA 94290-0890  
(916) 657-5582  
(916) 657-5907 (FAX)

4. DMV agrees to provide Requester with on-line access information as requested on the application. Requester will access the file using inquiry formats specified by DMV. Requester will use the information or portions of the information acquired under the provisions of this MOU only as specified in the application.
5. DMV agrees to provide the Requester access to DMV records for the days and hours specified on the application. If the Requester requires extended days and hours of access, whether temporarily or permanently, the Requester shall make the request to DMV in writing. DMV has the right to approve or disapprove such a request.
6. Requester agrees to defend, indemnify, and hold harmless DMV and its officers, agents, and employees from any and all claims, actions, damages, and losses which may be brought or alleged against DMV, its officers, agents, or employees by reason of any negligent, improper, or unauthorized activity by Requester, or their officers, agents, employees and person working on behalf of Requester having direct or incidental access to DMV records, programs and databases, arising from this MOU.
7. Requester and its officers, agents and employees shall act in an independent capacity and not as officers, agents or employees of DMV.
8. DMV will provide Requester database information by means of direct network access via CDC.
9. Requester agrees to establish security procedures to protect the confidentiality of DMV records and access information, as required by California Vehicle Code Section 1808.47. Requester shall ensure that each Requester's employee having direct or incidental access to DMV records has signed an individual security statement. That statement shall contain, at a minimum, the same provisions contained within the DMV's Information Security Statement, Form INF 1128. Requester shall ensure that each person working on behalf of Requester having direct or incidental access to DMV records has signed the Information

Security Statement, Form INF 1128. The form shall be maintained on file, and made available to DMV upon request.

10. DMV shall not provide on-line service to a Requester without prior notification that a Requester has an approved DMV Government Agency Requester Account Application and Agreement, form INF 1130. If DMV denies, terminates, or cancels Requesters on-line access to DMV records, DMV shall contact CDC to terminate Requester's service, and CDC shall not thereafter extend service to that Requester unless and until all deficiencies identified by DMV has been resolved and written approval from DMV has been secured by Requester.
11. Requester shall within one (1) business day notify the Information Services Branch Electronic Access Administration Unit Manager regarding any indication of known, suspected and/or questionable misuse or unauthorized access or disclosure of DMV information at:

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Manager, Electronic Access Administration Unit  
P.O. Box 942890, Mail Station H-225  
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12. Requester shall not sell, assign, distribute, or transfer any DMV information except as specified within this MOU.
13. Requester shall maintain a current list of authorized individuals who utilizes the CDC system for access to DMV files. This list shall be made available to DMV upon request.
14. Requester agrees to allow audits or inspections by DMV authorized employees at Requesters' premises during regular business hours, on one (1) business day's prior notice, for purposes of determining compliance with the terms of this MOU. DMV maintains the right to examine records, security statements, computer data journals, system storage media, network components and/or access terminal applicable to this MOU to determine compliance.

15. Requester will implement and maintain the security of its system and components used for retrieval, transmittal, storage and services used in conjunction with DMV records, as described in the documentation provided to and approved by DMV. DMV reserves the right to change conditions and/or security requirements to keep pace with the development and enhancements of security, telecommunications and database technology.
16. Requester shall be responsible for the cost and maintenance of all communications lines between DMV and Requester.
17. All changes to systems, storage media and network components used for DMV information, access or services must be approved by DMV in writing prior to implementation.
18. Requester's access must be restricted to unique specified identifiers in the DMV communication interface.
19. Requester's network security architecture requires the ability to identify each Requester terminal, individual User Identifier, system, and transaction identifiers.
20. Requester shall ensure that an access control program, administered either by the CDC or Requester, consisting of, at a minimum, unique individual User Identifier and user-selected passwords for each person be utilized on every system capable of DMV access. At a minimum, verification of manually keyed unique User Identifier and user-selected passwords shall be required for initiation of access.
21. Requester shall ensure video terminals, printers, hard copy printouts, or any other forms of DMV records are placed so that they may not be viewed by the public or other unauthorized persons. Any printed DMV record shall be rendered unusable when its legitimate use has ended.
22. Requester shall ensure terminals will not be left unattended while in active logon access session to DMV records unless secured by functioning locking device which prevents entry, viewing or receipt of information or secured in a locked room which is not accessible to unauthorized personnel. All devices which contain unique identification codes used by

DMV or Requester for verification of authorized access to DMV records shall be secured against tampering.

23. Record access information shall be electronically logged and stored for a period of two years from the date of the transaction. The information shall be effectively preserved for audit purposes for a period of two years and must include, at a minimum, the following:

- a. Transaction and information codes
- b. Requester code
- c. Record identifiers
- d. All individual user identifiers, including individual user ID
- e. Dates and time of the transactions
- f. Terminal ID

I have read and understand the Memorandum of Understanding and agree to abide by the terms and conditions herein.

**CITY OF SACRAMENTO**  
**A Municipal Corporation**

By: \_\_\_\_\_

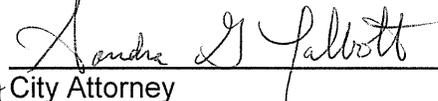
Date: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

For: Ray Kerridge, City Manager

APPROVED TO AS FORM:

  
\_\_\_\_\_

Asst City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

**STATE OF CALIFORNIA**  
Department of Motor Vehicles

By: \_\_\_\_\_ Date: \_\_\_\_\_

Information Services Branch