

Governing Body Agenda Item
DATE: 03-20-2012

Subject: Department of Motor Vehicles Information Use Agreement and Memorandum of Understanding (MOU)

Issue: Chapter 46.2-214 of the Code of Virginia provides that local government may obtain employee driver records at no cost. The only fee associated with obtaining driver records is a one-time per user for extranet access to DMV records, at \$65 per user, a total of \$130, available in the current HR budget.

Background: The City of Manassas Park contracts with the Virginia Municipal League for its property, liability and workers' compensation insurance. In order to meet criteria for obtaining premium discounts and insure the safety of employees and citizens, the City must monitor driver-employee records, among other proactive activities.

RECOMMENDATION:

1. That the Governing Body agree that it is in the City's best interest to routinely obtain driver records of all City employee-drivers.
2. That the Mayor be authorized to execute the following documents for the Virginia Department of Motor Vehicles:
 - A. Information Use Agreement for the year February 24, 2012 through February 23, 2014
 - B. Information Use Agreement Addendum (User Initial)
 - C. Extranet User MOU and Agreement

Prepared by: Magali G. Kain Date 3/2/2012

Reviewed by: _____ Date _____

Approved by City Attorney: _____ Date _____

Approved by City Manager: _____ Date _____



COMMONWEALTH of VIRGINIA

Department of Motor Vehicles

2300 West Broad Street

February 24, 2012

Richard D. Holcomb
Commissioner

Post Office Box 27412
Richmond, VA 23269-0001

Ms. Magali G. Kain
City of Manassas Park
1 Park Center Court
Manassas Park, VA 20111

Dear Ms. Kain:

We have received and reviewed your applications for an Information Use Agreement and Extranet access to Department of Motor Vehicles' records to **request driver transcripts**. Your applications for access to our files have been approved.

Enclosed is an Information Use Agreement and a Memorandum of Understanding and Agreement which must be signed by an individual having authority to bind your company and its representatives to administrative agreements.

Also enclosed is an Information Use Agreement Addendum, which should be initialed by the same individual who signed the Information Use Agreement. This addendum requires you to obtain an Information Request (CRD93) release form, or a release form developed by your agency, from any employee you wish to monitor who does not hold a commercial driver's license and/or does not use a commercial driver's license to fulfill your assigned job duties. Release forms must be maintained on file at your office.

Effective July 20, 2010, DMV invoked Section B, Paragraph two of the "Extranet User Memorandum of Understanding and Agreement," whereby all USERS, accessing information from or providing information to DMV, will be required to pay for each RSA SecurID Token when new or replacement Token's are requested. Because of this change, an invoice in the amount of \$65 for each Token(s) is forthcoming. Payment must be received by the invoice due date for your Token(s) to be issued or remain activated.

When you return the signed Information Use Agreement and Memorandum of Understanding and Agreement we will establish your accounts and send you the necessary hardware and instructions needed to access our records via the Internet.



DMV USE ONLY
USER

Information Use Agreement

PURPOSE: To establish an agreement between the User and the Department of Motor Vehicles (DMV) for access to DMV records.

This Agreement, made and entered into on this date: February 24, 2012 (month, day, year), between City of Manassas Park, hereinafter referred to as the USER, and the Commonwealth of Virginia, Department of Motor Vehicles, hereinafter referred to as DMV.

Witnesseth:

The term of this Agreement shall be for the period beginning on February 24, 2012 (month, day, year), and shall continue for a period of two years, ending on February 23, 2014 (month, day, year), unless otherwise terminated by the USER upon thirty (30) days written notice to DMV, or terminated by DMV at any time by written or verbal notice to the USER. DMV reserves the right to terminate this Agreement in part or in whole for any reason, at anytime, without prior notice at the sole discretion of DMV. Notice shall be deemed given on the date delivered to the other party, or, if sent by mail, five (5) days from the date of mailing as indicated by the postal mark on the envelope.

This Agreement may be renewed for an infinite number of successive two-year periods. This Agreement shall not automatically renew. Written notice of DMV's intention to renew shall be given approximately sixty days prior to expiration of each contract period.

All modifications to this Agreement must be authorized in advance, in writing, by DMV. Under no circumstances shall the USER proceed with changes to any aspect of this Agreement without express, prior written consent of DMV.

According to § 46.2-208 of the Code of Virginia, the Commissioner may enter into an agreement with any governmental authority or business to exchange information specified in this section by electronic or other means.

Whereas, the USER requests the following:

- Driver Information which relates to a driver's license status and driver activity.

Now, therefore, the USER hereby agrees without reservation or qualification to comply with all statutes and regulations, whether Federal or State, and all DMV policies pertaining to personal information disseminated by DMV, which statutes and regulations include but may not be limited to: VA Code §§ 46.2-208, 46.2-209 and 46.2-210, the Federal Driver's Privacy Protection Act (DPPA), 18 U.S.C. §§ 2721 through 2725 and DMV's Information Security Policy. The USER further agrees and hereby certifies that the information furnished from said record(s) shall be used for no purpose other than the purpose for which it was furnished.

The use of the seal of the Commonwealth of Virginia or any copyrighted material owned by the Commonwealth of Virginia is prohibited.

AUTOMATED INTERFACE RESTRICTION: The User and/or its agents will not develop or utilize any automated interfaces or other methodologies for the extraction or manipulation of data or information (commonly referred to as screen-scraping or web-enabled access) received from DMV pursuant to this Information Use Agreement without explicit review and written permission of DMV. DMV has established this requirement because federal and state laws impose stringent requirements providing for the protection and presentation of all data processed, stored, and transmitted via DMV's systems, whether internet, extranet or intranet. DMV reserves the right to revoke this Information Use Agreement if this provision is violated in any way.

The USER will keep on file and make available for inspection by DMV adequate written authorization by the subject for each such personal information request to cover any requested dissemination when required by law. The USER further agrees and hereby certifies that in the event the disclosure of such information leads to any claim or litigation, the USER will indemnify and hold DMV harmless from any resulting liability.

The laws of the Commonwealth of Virginia shall govern this Agreement. Any litigation arising under or concerning this Agreement shall be brought in a court of competent jurisdiction of the Commonwealth of Virginia. Should a court of competent jurisdiction find any clause or provision of this Agreement unenforceable, that clause or provision shall be struck from the Agreement or may be modified as the court sees fit in a manner that allows other clauses or provisions in the Agreement to remain in full force and effect.

Security Requirements: All automated systems access users shall, at their own expense, comply with and maintain compliance with all Commonwealth of Virginia IT security policies, standards, and guidelines, including and revisions, amendments, and/or successors thereto. All automated systems access users shall make all necessary modifications to comply with and maintain compliance with all revisions, updates, modifications, and/or successors to such policies, standards, and guidelines at its own costs. All automated systems access users also shall, at their own expense, comply with and maintain compliance with the DMV IT Architecture and Security Documents, as may be amended from time to time.

Copies of the current Commonwealth of Virginia IT security policies, standards, and guidelines are available on the VITA Website at <http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs>.

Copies of the most recent DMV IT Architecture and Security Documents are available on the DMV Website at http://www.dmv.virginia.gov/webdoc/general/security_docs.asp.

All automated systems access users will be responsible for reviewing these websites for revisions, updates and/or modifications at least once every six months.

Audit Requirements: DMV reserves the right to audit User to confirm compliance with all requirements in this agreement. User shall provide DMV with full access to and the opportunity to examine any records, electronic devices, and/or other materials necessary to perform such audits.

It is certified that the information obtained by online access is to be used for the sole purpose (stated in the USER's application) of: participation in Pre-employment Screening, and DMV's Driver Alert Program plus Risk Management and the USER covenants that the information shared, as contemplated by this Agreement, is personal to the USER and that the USER will not permit the information to be utilized by any other person, firm, corporation or government agency unless expressly specified and authorized in an addendum to this agreement. Further, USER covenants that the information obtained will be used solely to assist in the delivery of services in the USER's normal course of business, which expressly shall not include use in transactions in which the USER has a personal interest or transactions in which there is a personal benefit accruing to the USER.

- a) **Misuse:** DMV may immediately terminate this Agreement and/or deny USER's access to DMV's records, at the discretion of DMV, upon suspected or actual misuse of information provided to USER pursuant to this Agreement or derived therefrom by USER or any customer or third party supplied with information directly or indirectly by USER.
- b) **Changes in the Law:** This Agreement is subject to immediate termination by DMV or the USER upon passage or interpretation by a court of competent jurisdiction of any state or federal law or regulation that makes this Agreement or any provision contained herein unlawful, or any law or regulation that would require DMV, as a result of uses authorized by this Agreement, to obtain express written consent of the person to whom such information pertains.
- c) **Non-Compliance with the Terms of this Agreement:** DMV may immediately terminate this Agreement and/or deny USER's access to DMV's records, at the discretion of DMV, upon suspected or actual non-compliance with the terms of this Agreement.

Should the USER misuse the information obtained from DMV or otherwise fail to comply with the terms of this Agreement, then, in addition to immediately terminating this Agreement and/or denying USER's access to DMV's records, DMV may:

- 1) recover all files and media suspected of containing information obtained from DMV;
- 2) hold the USER responsible for any damages caused by the misuse of personal information obtained from DMV; and
- 3) make public any available evidence of such misuse of information and/or non-compliance with the terms of this Agreement in order to allow victimized persons the opportunity to bring charges against the USER, either individually or in concert.

In accordance with the provisions of Section 607 of the Federal Fair Credit Reporting Act, Public Law No. 91-508, The Federal Driver's Privacy Protection Act of 1994, Title VI of the Consumer Credit Protection Act, the Government Data Collection and Dissemination Practices Act, Section 2.2-3800 through 2.2-3809 of the Code of Virginia, 1950, (as amended), and Section 46.2-208 et seq. of the Code of Virginia, 1950, (as amended) it is hereby certified that the below named USER is entitled to the use of the above requested information recorded in the files of DMV.

It is further certified that the below named USER has caused this agreement to be signed by a duly authorized representative or agent, thereby binding its authorized personnel and representatives to the conditions stated in this Information Use Agreement.

The USER, unless exempt from fees based on Virginia Code § 46.2-214, 1950, (as amended), will be billed monthly for services outlined in this Information Use Agreement. If payment for these services is not received within 30 days of billing, DMV will consider the payment overdue and may take action to discontinue the services. Users will be subject to DMV's usual procedures for collection of past due accounts.

In witness whereof, the parties hereto have affixed their signatures and seals.

(Print or type)

USER IDENTIFICATION	SIGNATURES	
USER City of Manassas Park	USER SIGNATURE (authorized representative)	
TAXPAYER IDENTIFICATION NUMBER 546022048	USER AUTHORIZED REPRESENTATIVE (print)	
ADDRESS (street or post office box) 1 Park Center Court	DATE (mm/dd/yyyy)	
CITY, STATE, ZIP CODE Manassas Park, VA 20111	DMV AUTHORIZED REPRESENTATIVE	DATE (mm/dd/yyyy)
TELEPHONE NUMBER (703) 257-2625	TELEPHONE NUMBER ()	



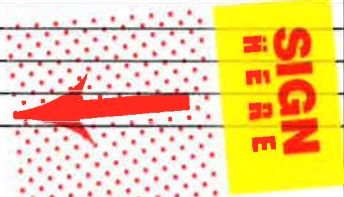
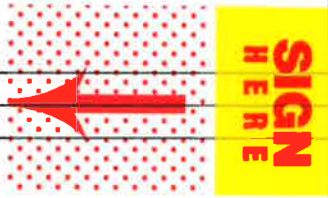
OTHER AUTHORIZED USERS
Names of Authorized USERS. Use letterhead stationary if more space is needed.

SPECIAL USER NOTES AND AGREEMENT PROVISIONS
<ul style="list-style-type: none"> • Violation of the terms contained herein is punishable under state law as a Class 4 misdemeanor. Violation of Federal Public Law 91-508, known as the Fair Credit Reporting Act, and the provisions therein is punishable by up to a \$5,000 fine or two years imprisonment or both. • Users are subject to reasonable inspection and/or audit by DMV to ensure compliance with the terms and provisions stated in this Agreement.

Information Use Agreement Addendum

Purpose: To establish special conditions of an agreement between the User and the Department of Motor Vehicles (DMV) for access to DMVs records.

The following special conditions are appended to and made a part of the attached Information Use Agreement.

Initials	Special Conditions
<div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <p style="text-align: center;">USER</p> <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <p style="text-align: center;">DMV REP</p>	<p style="text-align: center;">Special Information Use Allowed</p> <p>The user is granted the authority to obtain the DMV information outlined in the Information Use Agreement for the purpose of acting as a third party agent (information service) to provide the the information directly to other authorized users who also possess valid use agreements or are entitled to the provisions unless expressly amended by another Information Use Agreement.</p> <p>List third party authorization circumstances.</p>
	
<div style="background-color: yellow; border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <p style="text-align: center;">USER</p> <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <p style="text-align: center;">DMV REP</p>	<p style="text-align: center;">Information Retention</p> <p>The user agrees to keep accessible and on file copies of all information accessed under this agreement for a period of <u>3 years</u> from the time the data was received.</p> <p>Copies may be kept in the following format(s).</p> <p>paper</p>
	
<div style="background-color: yellow; border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <p style="text-align: center;">USER</p> <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <p style="text-align: center;">DMV REP</p>	<p style="text-align: center;">Special Procedures</p> <p>The USER will obtain the written release (CRD93 - Information Request form) of the data subjects prior to obtaining the driving record unless the data subject has a commercial driver's license and the position requires the operation of a commercial motor vehicle. The written release will be maintained for three (3) years from the date of the request.</p> <p>A record of all inquiries into DMV records will be maintained for three years from the date of the inquiry. Information received from DMV will not be released to a third party without prior written approval from DMV. Information received from DMV will be kept in a locked and secured location available to only authorized users.</p>

EXTRANET USER
MEMORANDUM OF UNDERSTANDING AND AGREEMENT

This Memorandum of Understanding and Agreement ("Agreement") is made and entered into by and between the City of Manassas Park, party of the first part, hereinafter referred to as the Extranet User and the Commonwealth of Virginia, Department of Motor Vehicles, party in the second part hereinafter referred to as DMV.

WHEREAS, DMV has developed an internet-based system by which transactions, information and requests for information may be submitted to, and information received from, DMV electronically (the "Extranet System"); and

WHEREAS, the electronic submission of transactions and information is of economic benefit to Extranet User and DMV;

NOW THEREFORE, Extranet User and DMV agree to the following terms and conditions:

I. Purpose and Scope:

The purpose of this Agreement is to establish parameters, terms and conditions under which Extranet User is authorized to submit transactions, information and requests for information to, and receive information from, DMV via the Internet (the "Extranet System"). Descriptions of the transactions and information that Extranet User is authorized to submit and information that Extranet User is authorized to receive via the Extranet System are set forth in an attachment to this Agreement (Attachment A), which is incorporated herein by reference.

II. Access to Extranet System:

Access to Internet service is granted to Extranet User by DMV as a privilege, in order to provide Extranet User a convenient method to perform an authorized function. Access to the DMV system is made available to Extranet User for the sole purpose of performing those functions authorized by DMV. Extranet User agrees that the DMV system will be used only to perform the functions authorized by DMV and agrees that any other use by Extranet User, its directors, officers, employees or agents constitutes the unauthorized use and misuse of the Extranet System.

III. Responsibilities of Extranet User:

A. Information--Filing Requirements and Privacy/Confidentiality: (1) **Filing:** Extranet User understands and accepts the ethical and legal responsibilities of filing information with and/or obtaining information from DMV, recognizes that unauthorized access to information or unauthorized filing or filing of false information is illegal and/or unethical and agrees to refrain from any illegal and/or unethical action as a user of the Extranet System. Extranet User understands and agrees that it is responsible for all information obtained or submitted via the Extranet System by Extranet User and/or by means of Extranet User's access mechanisms and that the unauthorized access to information and/or the unauthorized submission of information or submission of any false or inaccurate information shall be deemed a misuse of the system.

(2) Confidentiality/Privacy: Extranet User understands and agrees that any information obtained by Extranet User, its individual user(s), directors, officers, agents, or employees pursuant to this Agreement and/or use of the Extranet System may be of a personal or confidential nature and subject to and governed by restrictions upon access, use and/or dissemination of information set forth in state and/or federal laws and/or regulations. Accordingly, Extranet User agrees without reservation or qualification, that it shall comply with, and be subject to the penalties for violation of, all laws and regulations, whether Federal or State, pertaining to the access, use and/or dissemination of information, including, but not limited to, the Federal Driver's Privacy Protection Act of 1994, 18 USC Sections 2721 et. seq. (as amended), the Federal Fair Credit Reporting Act, Public Law 91-508, Title VI of the Consumer Credit Protection Act, the Virginia Privacy Protection Act of 1976, Chapter 26, Sections 2.1-377 through 2.1-386 of the Code of Virginia, 1950 (as amended) and, effective October 1, 2001, its successor, the Government Data Collection and Dissemination Practices Act, Va. Code Sections 2.2-3800 through 2.2-3809, Sections 46.2-208 et. seq. of the Code of Virginia, 1950 (as amended) and Sections 18.2-152.1 through 18.2-152.15 of the Code of Virginia, 1950 (as amended). Extranet User agrees that any information obtained by Extranet User, its individual user(s), directors, officers, agents, or employees pursuant to this Agreement and/or use of the Extranet System shall be used for no purpose other than the purpose for which it was furnished.

B. Access Mechanisms, Procedures and Requirements: Extranet User shall not be permitted access to the Extranet unless and until (i) DMV and Extranet User have executed this Agreement; (ii) Extranet User has submitted and DMV has approved a completed and signed Application for Extranet Transaction Access; and (iii) Extranet User has complied with all requirements of this Section (B).

Upon execution of this Agreement, Extranet User must obtain one or more tokens from DMV, which will be necessary for Extranet User to access Extranet and perform the functions authorized herein. DMV shall bear sole discretion in determining the number of individual users that will be authorized for, and tokens that will be issued to, Extranet User. DMV reserves the right to, at any time during the term of this Agreement or any renewal thereof, charge Extranet User a non-refundable fee, at a price to be determined by DMV, for one or more tokens to be issued to Extranet User. In the event that DMV elects to charge Extranet User a fee for tokens, DMV shall notify Extranet User of the fee and such fee shall apply only to tokens issued thereafter.

Individual users of Extranet User will be assigned separate logon identifiers ("logon-ids") and Personal Identification Numbers ("PINs"). In order to obtain logon ids and PINs for its individual users, Extranet User must provide DMV with such individual users' personal/identifying information as required by DMV.

Extranet User understands and agrees that all access mechanisms, including logon-ids, PINs, passwords, user identifiers and tokens, are issued for specific, pre-identified individual users and that neither Extranet User nor its individual users, officers, agents or employees will share logon-id, PIN, password or user identifier information, or tokens, nor permit their use by, any individual other than the individual user to whom such information or token is assigned. Extranet User further agrees that logon ids, PINs, and/or tokens will not be reassigned to different individuals without prior written approval of DMV.

Extranet User understands and agrees that the token has an expiration date and will not function after the specified expiration date. Once Extranet User has been issued a token, it shall be the sole responsibility of Extranet User to track the expiration dates of the tokens and to order

new replacement tokens sufficiently in advance of expiration in order to avoid a lapse in access to the Extranet System. DMV will only ship replacements for expiring tokens upon receiving an order from Extranet User. DMV will deactivate an expiring token 5 days after its replacement has been shipped by DMV.

Extranet User agrees to maintain, in a secure manner, a log reflecting token numbers, the date each token was received, the individual to whom the token was assigned, the expiration date of the token and the final disposition of such token. Extranet User shall make the original log available to DMV upon demand.

Extranet User hereby agrees that by entering into this Agreement, it assumes and bears the entire risk of loss and/or damage to the token(s) provided by DMV, regardless of the cause of loss or damage. In the event of any loss or damage to the token(s), regardless of the extent, nature or cause of the loss or damage, Extranet User shall pay the then current cost necessary for DMV to replace the token.

Extranet User agrees that DMV may also monitor use of tokens and if DMV detects non-use or determines, solely within its discretion, misuse of a token, Extranet User shall return, or provide DMV with written explanation of Extranet User's inability to return the token, within 5 days of written notice by DMV that the token must be returned. In the event that Extranet User is unable to return the token, Extranet User shall submit to DMV within 5 days of written demand by DMV the then current cost DMV would incur in purchasing a token of equivalent value and quality.

Extranet User shall, within 15 days of expiration or earlier termination of this Agreement, return, to DMV, in good repair, condition, and working order, any and all tokens issued to Extranet User, by delivering the token(s), in a secure manner and at Extranet User's sole expense, to a location specified by DMV. In the event Extranet User will be returning damaged tokens or fewer tokens than were assigned or issued to Extranet User by DMV, then Extranet User shall, within 15 days of expiration or earlier termination of this Agreement, pay to DMV the then current cost DMV would incur in purchasing the relevant number of tokens of equivalent value and quality.

Extranet User agrees that it will not disclose information concerning any access mechanism of which Extranet User has knowledge, unless properly authorized by DMV to disclose such information and that it will not use any access mechanism that has not been expressly assigned to Extranet User by DMV.

Extranet User understands and agrees that Extranet User, its directors, officers, individual users, agents and employees are prohibited from using or knowingly permitting the use of any assigned or entrusted access mechanism (such as logon identifiers, PINs, passwords, user identifiers, tokens, etc.) for any purpose other than the performance of authorized functions.

C. Monitoring Use: Extranet User agrees to monitor all use of the Extranet System in which Extranet User's access mechanisms or equipment are used to gain access, whether authorized or unauthorized, to the Extranet System and agrees to report any incidents of non-compliance with the terms of this Agreement, immediately upon suspicion or detection thereof, to the DMV contact specified in this Agreement.

Extranet User agrees that it shall establish and maintain procedures and record keeping which will enable Extranet User to track use of, and Extranet access via, Extranet User's access

mechanisms. Extranet User shall, at a minimum, track, record, and when requested by DMV, provide DMV with, the name of a particular individual who, by means of Extranet User's access to the Extranet, conducted a specified transaction or accessed specific information on a particular date.

Extranet User agrees to appoint one officer or employee of Extranet User as "Security Officer" for Extranet User and to provide DMV with the name and contact information of the Security Officer, which shall be set forth in Extranet User's Application for Extranet Transaction Access. The Security Officer shall serve as Extranet User's designated officer whose duty it shall be to receive notices from DMV concerning Extranet User's access to the Extranet, to receive and maintain tokens and token information, and to provide DMV with information requested by DMV from time to time during the term of this Agreement or any renewal thereof, which information shall include but not be limited to, the status of all tokens issued to Extranet user, the names of individuals to whom tokens have been issued, and the name of an individual who conducted a particular transaction or used a token on a particular date. Notwithstanding the foregoing, Extranet User shall bear responsibility and liability for any and all duties and informational requirements pursuant to this Agreement, including those described hereunder as duties and requirements of the Security Officer.

D. Remedies: Notwithstanding any other remedies available under applicable law, DMV reserves the right to terminate Extranet User's access to the Extranet System and to terminate or suspend any certification or other agreement(s) between Extranet User and DMV, in the event of any suspected or actual submission of any false or inaccurate information or unauthorized use by Extranet User, its individual user(s), directors, officers, agents, or employees or by means of Extranet User's access mechanism, as well as any suspected or actual non-compliance by Extranet User, its individual users, directors, officers, agents or employees with the terms of this Agreement or Extranet User's Application for Extranet Transaction Access.

E. Indemnification: Extranet User agrees to obtain and maintain in force during the life of this Agreement an insurance policy or other form of insurance coverage that will provide sufficient coverage for and against all actions, claims, losses, damages, judgments, liabilities, or other costs and expenses which arise in whole or in part out of acts or omissions of Extranet User, its agents, or employees, with respect to the subject matter of this Agreement, including reasonable attorney's fees and other costs of defending against such actions or claims. Nothing herein shall be deemed a waiver of sovereign immunity of the Extranet User or the Commissioner. The Extranet User also agrees to provide either a certificate of liability insurance coverage or a copy of the policy, whichever is requested by the Commissioner.

F. Compliance with Law: In addition to the requirements set forth in Section III.A.(2) of this Agreement, Extranet User agrees to comply with all applicable laws, rules, regulations, and guidelines, whether Federal or State, related to this Agreement, its subject matter, or Extranet User's performance hereunder, including but not limited to, the Virginia Computer Crimes Act (Sections 18.2-152.1 through 18-152.15 of the Code of Virginia.)

G. Security Requirements: All extranet users shall, at their own expense, comply with and maintain compliance with all Commonwealth of Virginia IT security policies, standards, and guidelines, including and revisions, amendments, and/or successors thereto. All extranet users shall make all necessary modifications to comply with and maintain compliance with all revisions, updates, modifications, and/or successors to such policies, standards, and guidelines at its own costs. All extranet users also shall, at their own expense, comply with and maintain

compliance with the DMV IT Architecture and Security Documents, as may be amended from time to time.

Copies of the current Commonwealth of Virginia IT security policies, standards, and guidelines are available on the VITA Website at <http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs>.

Copies of the most recent DMV IT Architecture and Security Documents are available on the DMV Website at http://www.dmv.virginia.gov/webdoc/general/security_docs.asp.

All extranet users will be responsible for reviewing these websites for revisions, updates and/or modifications at least once every six months.

H. Antivirus and Security Patch Requirements: Extranet User understands and agrees that each and every electronic device used to access data stored on DMV Systems must:

1. Have commercially available Antivirus software installed and actively running on the device, and that the Antivirus software must be maintained with up-to-date virus definitions; and
2. Have the latest operating system security patches installed on the device, and that the operating system must be maintained with up-to-date security patches.

I. Audit Requirements: DMV reserves the right to audit Extranet User to confirm compliance with all requirements in this agreement. Extranet User shall provide DMV with full access to and the opportunity to examine any records, electronic devices, and/or other materials necessary to perform such audits.

IV. Term of Agreement; Termination:

The term of this Agreement shall be for the period beginning on **February 24, 2012** (month, day, year), and shall continue for a period of two years, ending on **February 23, 2014** (month, day, year), unless otherwise terminated by the Extranet User upon thirty (30) days written notice to the DMV, or terminated by the DMV at any time by written or verbal notice to the Extranet User. DMV reserves the right to terminate this Agreement in part or in whole for any reason, at anytime, without prior notice at the sole discretion of DMV. Notice shall be deemed given on the date delivered to the other party, or, if sent by mail, five (5) days from the date of mailing as indicated by the postal mark on the envelope.

This Agreement may be renewed for an infinite number of successive two-year periods. This Agreement shall not automatically renew. Written notice of DMV's intention to renew shall be given approximately sixty days prior to expiration of each contract period.

V. Miscellaneous:

This Agreement shall be governed by and interpreted in accord with the laws of the Commonwealth of Virginia. Any disputes which arise out of this Agreement shall be tried by a court of competent jurisdiction located in the Commonwealth of Virginia.

Titles and headings are inserted for convenience only and shall not be used to interpret the Agreement.

All notices required or given pursuant to this Agreement shall be directed to:

DMV:

David L. Pierce
Director, Data Mgmt. Svcs.
Department of Motor Vehicles
2300 West Broad Street
Richmond, Virginia 23220

Extranet User:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives and agree to be bound by the terms and conditions set forth in this Agreement and any addendum thereto:

Department of Motor Vehicles:

Extranet User: City of Manassas Park

By: _____

By: _____
Signature

Print Name: David L. Pierce

Print Name: _____

Print Title: Director

Print Title: _____

Date: _____

Date: _____

Extranet User
MEMORANDUM OF UNDERSTANDING AND AGREEMENT

Attachment A

The Department of Motor Vehicles hereby authorizes the City of Manassas Park (Extranet User's) access to the Extranet System, pursuant to the MEMORANDUM OF UNDERSTANDING AND AGREEMENT, dated February 24, 2012 ("Agreement"), in order to electronically:

To obtain Driver Transcripts:

Department of Motor Vehicles:

By: _____

Print Name: David L. Pierce

Print Title: Director

Date: _____

Extranet User: City of Manassas Park

By: _____
Signature

Print Name: _____

Print Title: _____

Date: _____

