

**California Department of Motor Vehicles  
Memorandum of Understanding  
Monterey County Information Technology  
Department**

This Memorandum of Understanding (MOU) between the Department of Motor Vehicles, State of California (DMV) and the Monterey County Information Technology Department (Monterey County ITD) at 1590 Moffett St., Salinas, CA 93905-3342, is to provide direct online information access to approved government agencies (Requesters) via Monterey County ITD's network. The following terms and conditions will be followed by the identified parties of this MOU:

1. Any modification or amendment to this MOU must be in writing and signed by both parties.
2. This MOU is for a term of forty-eight (48) months from the date of DMV approval. If this MOU expires, the provisions herein remain in effect until a superseding MOU is executed.
3. DMV may, without notice, terminate services if its information is used for an unapproved purpose or failure to comply with any statute or regulation relating to information privacy or security.
4. DMV or Monterey County ITD may terminate this MOU without cause by providing written notice of such intent. Notice must be on agency letterhead and be received not less than thirty (30) days prior to the date of termination. Notice is deemed received five (5) days from the date of mailing or electronic transmission. Notice from DMV will be directed to the address provided by Monterey County ITD. Notice from Monterey County ITD will be directed to:

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

5. Monterey County ITD may be responsible for all damages and costs, including attorney fees, arising from its noncompliance with any terms herein. This provision is not intended to make Monterey County ITD responsible for the acts or omissions of any Requester and all rights, defense, and protections granted as a matter of law are reserved to Monterey County ITD.
6. Monterey County ITD and its officers, agents and employees shall act in an independent capacity and not as officers, agents or employees of DMV.
7. Monterey County ITD shall establish security procedures to protect the dissemination of confidentiality of DMV information in compliance with California Vehicle Code Section 1808.47.
8. Monterey County ITD shall ensure employees having any access to DMV information complete an Information Security Statement (INF 1128). Monterey County ITD shall maintain and make available to DMV **upon request** each INF 1128 for two (2) years beyond the term of its account.
9. Monterey County ITD shall report any unauthorized access or use of DMV information within one (1) day from date of discovery to DMV's Information Services Branch at 916-657-5583. In addition, Monterey County ITD shall provide written documentation regarding the incident within three (3) business days to:  

Department of Motor Vehicles  
Manager, Policy and Information Privacy Section  
P.O. Box 942890, Mail Station H-225  
Sacramento, CA 94290-0890  
(916) 657-5583  
(916) 657-5907 (FAX)
10. If Monterey County ITD's system accesses or maintains DMV information and there is a breach of its security, Monterey County ITD shall provide notice of the breach to affected California residents pursuant to California Civil Code Section 1798.29.
11. Monterey County ITD shall maintain and make available a list of all Requesters using its network to access DMV information.
12. DMV is not responsible for costs and maintenance of communication lines used to access its information.

13. Monterey County ITD shall log and securely store the agency and user identity, including indirect requesters, date and time when the information is requested from DMV. Logs shall be maintained for two (2) years from the date of the transaction and shall be available to DMV for audit purposes.
14. Monterey County ITD agrees to accommodate DMV's request for an inspection, review or audit immediately upon request from DMV or DMV's representative and to allow on-site audits during regular business hours for purposes of determining compliance with the terms of this MOU.
15. Monterey County ITD will comply with all DMV Information Security Agreement provisions, including implementing and maintaining the approved configuration security of its network connectivity for transmission of DMV data. Any proposed changes must be approved by DMV prior to implementation.

I agree to the provisions herein.

Executed at: Salinas, Monterey, CA  
City County State

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Signatory (Manager/CEA/Deputy Director)

Print Name: Eric A. Chatham

Title: Director of Information Technology

**STATE OF CALIFORNIA**  
Department of Motor Vehicles

APPROVED AS TO FORM  
REBECCA M. CENICEROS  
Rebecca M. Cenicer  
DEPUTY COUNTY CLERK  
COUNTY OF MONTEREY  
NOV 15, 2018

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
GERALD S. ZIELINSKI, Program Manager  
Information Services Branch

Reviewed as to fiscal provisions  
[Signature]  
Auditor-Controller  
County of Monterey  
10/15/2018  
11-15-18