



Motor Vehicle Division

August 28, 2015

Douglas A. Ducey, Governor
John S. Hallkowski, Director
Eric R. Jorgensen, Division Director

The foregoing Joint Letter of Renewal is mutually agreed to:

Motor Vehicle Division

City of Glendale Human Resources

Carol Sorensen
Signature

Dianne Shoemake
Signature

^{c.s.}
~~Cassandra Hollins~~ Carol Sorensen
Name Printed

Dianne Shoemake
Name Printed

Administrative Services Officer 1
Title

Risk Manager
Title

1-11-14
Date

9-1-15
Date

RESOLUTION NO. 5023 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A JOINT LETTER OF RENEWAL OF THE DATABASE ACCESS AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION, MOTOR VEHICLE DIVISION, EXTENDING THE CITY'S HUMAN RESOURCES DEPARTMENT'S ELECTRONIC ACCESS TO THE MOTOR VEHICLE DIVISION'S DATA BASE FOR THREE YEARS.

WHEREAS, the City of Glendale entered into an Intergovernmental Database Access Agreement with the Arizona Department of Transportation, Motor Vehicle Division ("MVD"), on September 10, 2013 (C-8607), by Resolution No. 4715 New Series, providing the City with the electronic access of MVD's data base; and

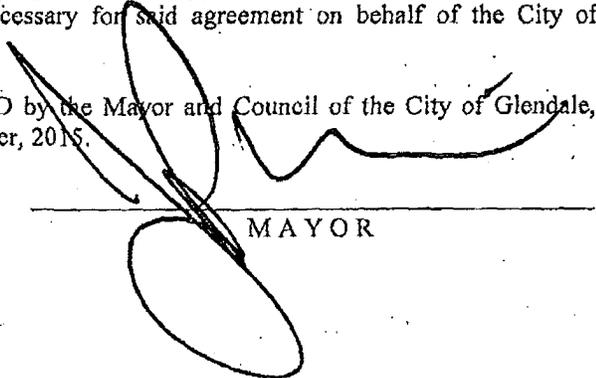
WHEREAS, the City of Glendale and the MVD wish to extend the Agreement for three years.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that a Joint Letter of Renewal, to extend the Database Access Agreement with the MVD for three years be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver any and all documents necessary for said agreement on behalf of the City of Glendale.

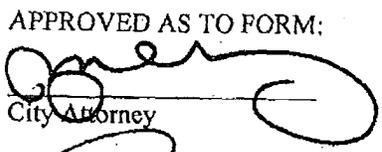
PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 13th day of October, 2015.

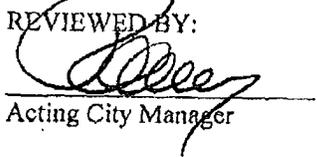


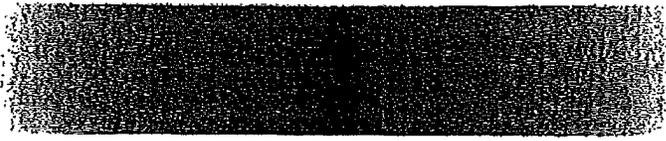
MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

Acting City Manager



DATABASE ACCESS AGREEMENT

ARIZONA DEPARTMENT OF TRANSPORTATION
MOTOR VEHICLE DIVISION

COMPETITIVE GOVERNMENT PARTNERSHIPS
ELECTRONIC DATA SERVICES



Arizona Department of Transportation

Motor Vehicle Division

Electronic Data Services, 502M
1801 West Jefferson Street Phoenix, Arizona 85007
Phone: 602-712-7235

Janet Napolitano
Governor

Stacey K. Stanton
Division Director

Victor M. Mendez
Director

August 18, 2006

DATABASE ACCESS AGREEMENT – Government Non-AZ State

The Department (as defined below) hereby requests authorization for connectivity to the records database(s) of the Arizona Department of Transportation, Motor Vehicle Division (MVD). The Department's specific access capabilities are set forth and further described in the attached Addendum, which shall be considered a part of this Agreement between the Department and MVD.

The Department understands and agrees that it shall only access MVD's database(s) in accordance with the terms and conditions set forth herein. If at any time MVD believes the Department is using such access in an unauthorized or unlawful manner, MVD reserves the right, in its sole discretion, to immediately terminate this Agreement.

Definitions

"ADOT" means the Arizona Department of Transportation.

"Arizona @ Your Service Web Portal" or "Portal" means the single entry point through which the Company may access MVD's database(s) under this Agreement.

"Authorized users" mean those persons who are employed or contracted by the Department to perform the activities authorized hereunder.

"Confidential information" means all information used by and proprietary to MVD which is not generally known by non-MVD personnel. This includes, but is not limited to, the following types of information (whether or not reduced to writing or designated as confidential):

- Viewed or printed information resulting from or related to the access provided under this Agreement;
- All computer software and accompanying documentation (i.e. operating systems, user's guide, etc.) provided by MVD, its agents, vendors or other contractors;
- MVD's personnel, financial, marketing and other internal business information, including the manner and method of conducting business;
- MVD's strategic, operations and other business plans, measurements and forecasts; and
- Information regarding MVD's employees, electronic data access customers, vendors and other contractors.

"Connectivity" means to make and/or maintain a computer connection with MVD, through the Arizona @ Your Service Web Portal, for the purpose of performing the activities authorized under this Agreement.

"Data Access Security Level" means the level of access privileges granted to the Department's authorized users to retrieve and/or modify MVD data based on based upon the Department's stated eligibility for such data, as provided in Sections II and III of the Agreement Addendum.

"Department" means the government entity identified and referred to in Section I of the Agreement Addendum.

"Encrypted" means the scrambling of computerized information in order to secure data by using special algorithms for transmission or other purposes.

"MVD" means the Arizona Department of Transportation, Motor Vehicle Division.

"Motor Vehicle Record Request System" or "MVRRS" means the system used by the Portal provider to facilitate the Department's electronic access to MVD record information through the Arizona @ Your Service Web Portal.

"Personal information" means information that identifies an individual, including an individual's photograph, social security number, driver identification number, name, address (but not the 5-digit zip code), telephone number, and medical or disability information, but does not include information on vehicular accidents, driving violations, and driver's status.

"Portal provider" means the private entity to whom the State of Arizona has awarded a statewide contract to provide for the transmission of MVD's record information to its pre-approved electronic data access customers via the Portal's MVRRS.

"Secure location" means an area designated specifically for the Department's authorized users to access MVD's database(s) pursuant to this Agreement and to which all unauthorized individuals shall be prohibited from accessing or viewing MVD data. The designated secure location does not necessarily need to be a segregated or separately enclosed area within the Department's place of business. However, reasonable measures must be undertaken at all times to ensure that the computers used to access MVD's database(s) are accessibly only to Department personnel with assigned user-IDs and passwords and are, therefore, shielded from the view of the public and/or any unauthorized individuals.

Records Access

The Department understands that its exclusive access to MVD records pursuant to this Agreement is through the Portal provider's MVRRS application. Upon execution of this Agreement between the Department and MVD, the Department's authorized users will be assigned user identifications (user IDs) and passwords based on the Department's approved data access security level to receive such records under federal and state law.

The Department will have three (3) access options under MVRRS, as described below:

- Via a web browser over the Internet;
- Via file (request/reply) transfers using file transfer protocol (FTP) over a dedicated and secured line; or
- Via sockets-based messaging over a dedicated and secured line.

Location of Activities

The Department may conduct authorized activities only at those locations which have been pre-approved by MVD. Any disapproval of location by MVD must be based on reasonable cause.

Equipment

The Department shall obtain computer equipment and software that is compatible with the information systems and connectivity requirements of the Portal provider and MVD, and which will allow access only to the specific database(s) listed in the Addendum to this Agreement.

Data Security

The Department shall provide a secure location for all computer equipment used to access MVD's database(s).

The Department shall provide access to MVD's database(s) only to Department personnel or contractors who are authorized users, and to no one else. If at any time MVD believes that an authorized user is utilizing such access in an unauthorized or unlawful manner, MVD reserves the right to immediately suspend or revoke that user's database access and/or to terminate the Department's authorization under this Agreement.

The Department shall comply with all policies, procedures and directives regarding security and database access made available to the Department by MVD during the course of this Agreement, including any future amendments thereto. All subcontractors utilized to perform the activities authorized by this Agreement must abide by the same security and access requirements as the Department.

Upon request by MVD, the Department must disclose any existing strategic alliances, partnerships, or subcontracting arrangements that the Department has which involve the processing and/or use of MVD data acquired pursuant to this Agreement.

Both during the term of this Agreement and subsequent to any termination of this Agreement, the Department, its officers, agents, employees, contractors and representatives shall not, without the prior written approval of MVD, disclose, distribute, or utilize in any manner not expressly authorized under this Agreement, any confidential and/or personal information which is connected or otherwise associated with this Agreement.

The Department shall maintain all hard copy information and electronic data related to this Agreement in a secure location at all times.

Data Privacy

The Department understands that both the manner in which MVD may release information from the records contained in its databases and the manner in which the Department may access and/or utilize such information are regulated by the Federal Driver's Privacy Protection Act (DPPA), 18 U.S.C. §§ 2721-2725, as well as Title 28, Chapter 2, Article 5 of the Arizona Revised Statutes. It is the responsibility of the Department, and any authorized user acting on the Department's behalf, to gain knowledge of all laws and applicable MVD policies and procedures which govern access to and use of MVD records, and to determine whether the Department is legally eligible to obtain such records from MVD.

MVD is not an agent of the Department or its subcontractors, and is in no way responsible or liable for the decisions or interpretations made by the Department or its officers, agents, employees, contractors and representatives, unless the contrary is specifically stated in writing by the MVD Director.

Anyone who knowingly obtains, uses or otherwise discloses personal information from an MVD record for a use not permitted under 18 U.S.C. § 2721, and anyone requesting the disclosure of personal information who misrepresents his/her identity or makes a false statement in connection thereto, with the intent to obtain such information in a manner not authorized by law, is subject to civil and/or criminal penalties. A violation of the DPPA or any other applicable federal or state law will cause the immediate termination of this Agreement.

In reference to motor vehicle records access, the Department shall not utilize its connectivity to MVD's records database(s) under this Agreement for any purpose other than the purpose(s) specified in the Addendum to this Agreement. If the Department seeks access to or information from MVD's database(s) for a reason other than that specifically authorized by this Agreement, the Department must submit a completed hard copy of the Motor Vehicle Record Request form to the appropriate MVD Unit.

Both parties to this Agreement acknowledge that the foregoing provisions pertaining to data security and privacy are not intended to conflict with or violate Arizona's Public Records Law, A.R.S. § 39-101 through § 39-161. Where such conflicts appear in the implementation of this Agreement by the Department, the Public Records Law will control. In the event that a request for the disclosure of confidential and/or personal information falling within the scope of this Agreement is made, the Department shall notify MVD in sufficient time to permit MVD to intervene as it may deem necessary for the protection of said information.

Network Security

The Department understands and agrees that any and all MVD information that it sends over external or public computer networks, such as the Internet, must be encrypted.

The Department further understands and agrees that all computers which are permanently or intermittently connected to the Department's internal computer network(s) must employ a pre-approved rule and/or privilege-based access control system that, in MVD's sole judgment will serve to identify and authenticate each user in a manner which adequately protects MVD data from unauthorized access, disclosure and/or dissemination.

Personnel

The Department shall notify MVD in writing within two business days of any change in its list of authorized users, including, but not limited to, any subtractions from this list which may occur as a result of the termination of an authorized user's employment, a job transfer, or any other change in status which establishes that the individual no longer requires access to MVD data.

The Department shall also respond immediately to all MVD inquiries concerning its list of authorized users.

Non-exclusivity

This Agreement shall not preclude MVD from entering into the same or similar Agreement with other public or private entities, including those performing identical or similar functions as the Department.

Notification

The Department shall assign a contact person who possesses, at a minimum, the authority to communicate on behalf of and to answer for the Department with respect to this Agreement. The contact person will sign individual user access agreements, receive and distribute user IDs within the Department, and will maintain responsibility for record retention, problem resolution and notification of procedural changes.

The Department shall provide MVD in writing a description of the contact person's scope of authority regarding department operations in general and the activities to be performed under this Agreement in particular. The Department shall advise MVD within two business days of any change in its designated contact person and provide a statement as to that person's scope of authority. All notices to or demands upon MVD shall be in writing and shall be delivered in person, by fax, by email, or by U.S. mail addressed as follows:

Motor Vehicle Division
Competitive Government Partnerships
Electronic Data Services
P.O. Box 2100, Mail Drop 502M
Phoenix, AZ 85001

Fax: 602-712-3145
Email: eds@azdot.gov


CBI
MVD Dept

All notices to or demands upon the Department by MVD will be addressed as specified in Section IV of the Agreement Addendum.

Records

The Department shall maintain a log or register of all MVD records it requests and all MVD records it obtains by virtue of the access provided herein. The Department shall retain this log or register either manually or electronically, along with all other books, papers, records, data, and accounting records relating to this Agreement, for a period of five (5) years; or such greater or lesser time as may be required by federal or state law, rule, or the ADOT Records Retention Schedule.

It is further agreed that ownership of all records relating to this Agreement resides exclusively with MVD.

Audit and Inspection

The Department understands and agrees that all records described in the preceding section shall be subject to audit and inspection by authorized representatives of MVD or by any law enforcement agency at all times during the term of this Agreement, and for a period of five (5) years thereafter. If MVD determines that an on-site audit or inspection of the Department outside of Arizona is necessary, the Department shall pay for the auditors' travel expenses in an amount equal to the Arizona Department of Administration (ADOA) reimbursement rate for out-of-state travel as authorized by A.R.S. Title 38, Chapter 4, Article 2 and Sections II-D-3 and II-D-6 of the Arizona Accounting Manual prepared by ADOA.

At MVD's sole discretion, the Department shall be required to retain a pre-approved independent professional organization to audit or assess the adequacy of the Department's information technology security procedures, including the methods and practices employed in the processing and use of MVD data. A written report of the results of each audit or assessment shall be provided to MVD within thirty (30) days of its completion. The Department shall have an audit or assessment performed based on a frequency specified by MVD and shall not, without the express written approval of MVD, discontinue or modify this schedule. The Department shall also pay any and all costs associated with such security audits or assessments.

If any security and/or control deficiencies are identified as a result of an audit report, the Department understands and agrees that it must immediately take any and all corrective measures necessary to resolve those deficiencies. Within thirty (30) days of the issuance of the audit report, the Department shall also provide MVD with a written corrective action plan which, in MVD's sole judgment, adequately describes the steps the Department has taken (or will take) in order to fully resolve each and every deficiency identified in a security audit.

Compliance

The Department shall comply with all of the terms set forth in this Agreement, together with all applicable federal and state statutes, rules, and regulations. The Department shall also comply with all relevant policies, procedures and directives made available to the Department by MVD during the

course of this Agreement. All Department subcontractors are held to the same compliance standards, and any failure to comply on the part of the subcontractor will be deemed a failure on the part of the Department.

Non-Compliance

If the Department fails to comply as provided above, MVD reserves the right to take any remedial action that it deems necessary and appropriate, including the revocation of the department's account and termination of its Agreement in its entirety. In case of a violation of law, the Agreement shall be subject to immediate termination by MVD.

Cancellation

Either party may cancel this Agreement for cause or convenience upon thirty (30) days prior written notice to the other party. MVD reserves the right to cancel this Agreement at any time, without prior notice, if it determines that the public interest so requires, and the exercise of such right shall be without penalty and without recourse against MVD by the Department or any of its subcontractors.

This Agreement is also subject to cancellation by the Governor of Arizona pursuant to A.R.S. § 38-511.

Except as otherwise directed by MVD, upon receipt of a notice of cancellation or termination (and to the extent specified in such notice), the Department shall:

1. Immediately cease any and all activities previously authorized under this Agreement;
2. Place no further request for records pursuant to this Agreement;
3. Remit any outstanding monies owed to MVD and/or the Portal provider within forty-eight (48) hours; and
4. Ensure that its continued use of any records obtained prior to the effective date of cancellation or termination is restricted solely to the use(s) authorized by this Agreement.

Duration

This Agreement shall commence upon approval by the Motor Vehicle Division Director and execution by both parties, and shall thereafter continue in effect for a term of three (3) years, unless previously canceled or terminated as provided herein. Upon expiration of this three-year period, the parties may mutually agree to extend the term of the Agreement for another three (or fewer) years by entering into a "Joint Letter of Renewal."

Applicable Law and Forum

This agreement shall in all respects be governed by and construed in accordance with the laws of the State of Arizona, without regard to the conflict-of-laws provisions thereof. Any action, suit, claim or dispute arising under or related to this Agreement which the parties are unable to resolve informally shall be brought in the state or federal courts of Arizona.


MVD Dept

Amendment and Modification of Agreement

The Department shall accept any modification of the Agreement for reasonable cause, if set forth in writing and deemed necessary by MVD. Upon the amendment of any applicable law, rule or regulation, the Agreement shall automatically be modified to reflect such amendment. Any modification of the Agreement shall be incorporated herein and shall be subject to all other provisions of this Agreement.

Non-Assignability

Unless the Department obtains the express written consent of MVD, this Agreement is not assignable to any other entity, in whole or in part.

Waiver/Severability

The Department agrees that a waiver of any provision of this Agreement shall not act as a waiver of any other provision of this Agreement. If a provision of this Agreement is for any reason declared invalid, illegal, or unenforceable, that declaration shall not affect the remainder of the provisions of the Agreement.

Liability

Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

Insurance

Except as provided below, and without limiting any liabilities or any other obligation of the Department, the Department shall purchase and maintain (and cause any relevant subcontractors to purchase and maintain), in a Department or companies lawfully authorized to do business in the State of Arizona, and rated at least A VII in the current A.M. Best's, the minimum insurance coverage below:

Commercial General Liability, with minimum limits of \$1,000,000 per occurrence, and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of \$2,000,000. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an Occurrence basis, and endorsed to add the State of Arizona and Arizona Department of Transportation as an Additional Insured with reference to this contract.

MVD reserves the right to request and receive certified copies of all policies and endorsements.

Certificates of Insurance acceptable to MVD shall be issued and delivered prior to the commencement of the work defined in this contract, and shall identify this contract and include certified copies of endorsements naming the State of Arizona and Arizona Department of Transportation as Additional Insured for liability coverages. The certificates, insurance policies and endorsements required by this paragraph shall contain a provision that coverages afforded will not be suspended, voided, cancelled, reduced in coverage or in limits except after sixty (60) days prior written notice has been given to MVD. All coverages, conditions, limits and endorsements shall remain in full force and effect as required in this contract.

Failure on the part of the Department to meet these requirements shall constitute a material breach of contract, upon which MVD may immediately terminate this Agreement. Costs for coverages broader than those required or for limits in excess of those required shall not be charged to the State of Arizona and Arizona Department of Transportation.

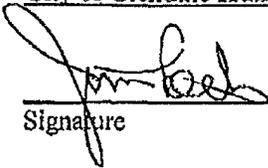
If the Department is self-insured by its State, County or Municipality, then this section of the Agreement does not apply. Nevertheless, MVD reserves the right to request and receive evidence of self-insurance.


C.B. [unclear]
MVD Dept

Certification

On behalf of the Department identified below, I hereby request approval of this Agreement. I certify that all of the information set forth herein by the Department is true and accurate, and that any records or information obtained from MVD's database(s) pursuant to this Agreement will be used solely for the purpose(s) specified in the Addendum to this Agreement, and for no other purposes. I further certify that I have the authority to execute this Agreement on behalf of the Department. I understand that the Department must abide by the provisions of this Agreement if approved by the MVD Director and executed by both parties.

City of Glendale Human Resources



Signature

Jim Loeb

Name Printed

Deputy Director

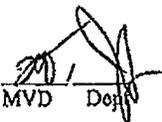
Title

8/24/06

Date

For MVD USE ONLY

Received this date Aug 25, 2006 . Signed Charles Brien

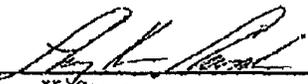

MVD Dept

AUTHORIZATION

On behalf of the Arizona Department of Transportation, Motor Vehicle Division, the authorization requested by City of Glendale Human Resources pursuant to this Agreement (including the attached Addendum) is hereby approved.

DATED THIS 2nd DAY OF September, 2006.

MOTOR VEHICLE DIVISION



Stacey K. Stanton
Director, Motor Vehicle Division
Arizona Department of Transportation


MVD DEB

QDSEE Segment Access Attachment

Name of Company or Agency: City of Glendale Human Resources

Per the Agency's Data Request Form, MVD grants access to the following QDSEE segments:

DM00: Base Segment

Base Segment	Segment Description	Access Granted
DM00	Base Segment	Yes
DM01	Previous License Segment	Yes
DM02	Violation Segment	Yes
DM03	Comment Segment	
DM04	Warrant Segment	Yes
DM05	Driver Improvement Segment	Yes
DM06	Traffic Survival School Segment	Yes
DM07	Financial Responsibility / Mandatory Insurance Segment	
DM08	Financial Responsibility / Proof Segment	
DM09	Mailing Address Segment	
DM10	Traffic Complaint Suspension Segment	Yes
DM11	Permit / Identification License Segment	
DM12	CDLIS Out of State Accident Violation Segment	Yes
DM13	Cross Reference and AKA Names Segment	
DM14	Nonresident Violator Compact Segment	
DM15	Dishonored Check Segment	
DM24	Customer Characteristics Segment	

Glendale HR / ADD-08/18/06 / R.1

CB / J
MVD Dept

Agreed to and Acknowledged by:

Motor Vehicle Division
Electronic Data Services

By:
Name:
Title:
Date:

Erica Dunford
Everett Goodman
Program Manager
8-31-06

Agreed to and Acknowledged by:

City of Glendale Human Resources

By:
Name:
Title:
Date:

Jill Loeb
Jill Loeb
Deputy Director
8/24/06

CB
MVD Dept



**Arizona Department of Transportation
Motor Vehicle Division**

1801 West Jefferson Street Phoenix, Arizona 85007

Janice K. Brewer
Governor

John S. Hallkowski
Director

Stacey K. Stanton
Division Director

December 28, 2009

City of Glendale Human Resources
Attn: Andrew Jennings
5850 W. Glendale Ave, B-56
Glendale, AZ 85301

RE: Joint Letter of Renewal for Expiring Agreement

Dear Mr. Jennings:

This Joint Letter of Renewal serves to extend the Database Access Agreement between City of Glendale Human Resources and Arizona Department of Transportation, Motor Vehicle Division (MVD).

The Agency understands and agrees that it shall continue to only access MVD's database(s) in accordance with the terms and conditions set forth in the current Database Access Agreement:

Business Contact Person:	Andrew Jennings
Contact Address:	5850 W. Glendale Ave. B-56; Glendale, AZ 85301
Contact Fax:	623-847-5321
Current Contract Date:	August 11, 2009
Name of Company:	City of Glendale Human Resources
Doing Business As:	City of Glendale Human Resources
Business Address:	5850 W. Glendale Ave, B-56; Glendale, AZ 85301
Mailing Address:	5850 W. Glendale Ave. B-56; Glendale, AZ 85301
Telephone Number:	623-930-2920
Addendum:	N/A

By signing and returning this Joint Letter of Renewal, you are indicating authorization to extend the aforementioned Agreement for an additional 3 years running continuous from the prior Agreement expiration date. Please forward both copies of this original Letter to the following address:

Motor Vehicle Division
Electronic Data Services
P.O. Box 2100, 502M
Phoenix, AZ 85001-2100

If you have any questions, please contact us by email at eds@azdot.gov or call us at 602-712-7235.

Sincerely,

Tricia Mel
EDS Records Coordinator
Electronic Data Services

Enclosures

The foregoing Joint Letter of Renewal is mutually agreed to:

Motor Vehicle Division

City of Glendale Human Resources

Brenda Oddy
Signature

Andrew Jennings
Signature

Brenda Oddy

Andrew Jennings

Name Printed

Name Printed

Program Manager

Acting Risk Manger

Title

Title

1-4-10
Date

12/31/09
Date

RECEIVED
JAN 04 2010
BY *SM*



Arizona Department of Transportation

Motor Vehicle Division

1801 West Jefferson Street Phoenix, Arizona 85007

John S. Hallikowski
Director

January 10, 2011

Stacey K. Stanton
Division Director

City of Glendale Human Resources
Attn: Andrew Jennings
5850 W. Glendale Ave, B-56
Glendale, AZ 85301

RE: Electronic Database Access Agreement Amendment

Dear Mr. Jennings:

This letter serves to amend of the Database Access Agreement between City of Glendale Human Resources and the Arizona Department of Transportation, Motor Vehicle Division, by adding the "Scrutinized Business Operations" section to the Database Access Agreement. In all other respects, the Agency obligations continue to be governed by the terms and conditions set forth in the current Database Access Agreement.

Scrutinized Business Operations

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, the DEPARTMENT (or private contractor) certifies that it does not have a scrutinized business operation in Sudan or Iran. For purposes of this Agreement, the term "scrutinized business operations" shall have the meanings set forth in A.R.S. § 35-391 and/or § 35-393, as applicable. If ADOT/MVD determines that the DEPARTMENT (or private contractor) submitted a false certification, ADOT may impose remedies as provided by law, including the cancellation or termination of this Agreement.

By signing and returning this Electronic Database Access Agreement Amendment, you are indicating that you understand and will fully comply with the aforementioned Amendment. Please forward both copies of this original Amendment to the following address:

Motor Vehicle Division
Electronic Data Services
P.O. Box 2100, 502M
Phoenix, AZ 85001-2100

This Amendment must be signed and returned no later than 30 days from the date of this letter

If you have any questions, please contact us by email at eds@azdot.gov or call us at 602-712-7235.

Sincerely,

Brenda Oddy
Program Manager

The foregoing Database Access Agreement Amendment is mutually agreed to:

Motor Vehicle Division

Brenda Oddy
Signature

Brenda Oddy
Name Printed

Program Manager
Title

1-20-11
Date

City of Glendale Human Resources

Andrew Jennings
Signature

Andrew Jennings
Name Printed

Acting Risk Manager
Title

1/13/11
Date

RECEIVED
JAN 20 2011
By EN



**Arizona Department of Transportation
Motor Vehicle Division**

1801 West Jefferson Street Phoenix, Arizona 85007

Janice K. Brewer
Governor

John S. Hallkowski
Director

Stacey K. Stanton
Division Director

December 6, 2012

Resent 02/26/2013

City of Glendale Human Resources
Attn: Dianne Shoemake
5850 West Glendale Avenue, Suite B56
Glendale, AZ 85301

RE: Joint Letter of Renewal for Expiring Agreement

Dear Sir:

This Joint Letter of Renewal serves to extend the Database Access Agreement between City of Glendale Human Resources and Arizona Department of Transportation, Motor Vehicle Division (MVD).

The Agency understands and agrees that it shall continue to only access MVD's database(s) in accordance with the terms and conditions set forth in the current Database Access Agreement:

Business Contact Person:	Dianne Shoemake
Contact Address:	5850 West Glendale Avenue, B56, Glendale, AZ 85301
Contact Phone:	(623) 930-2856
Contact Fax:	(623) 847-5321
Contact Email:	dshoemake@glendaleaz.com
Contract Expiration Date:	January 4, 2013
Name of Company:	City of Glendale Human Resources
Doing Business As:	City of Glendale Human Resources
Business Address:	5850 West Glendale Avenue, B56, Glendale, AZ 85301
Mailing Address:	5850 West Glendale Avenue, B56, Glendale, AZ 85301
Telephone Number:	(623) 930-2855

By signing and returning this Joint Letter of Renewal, you are indicating authorization to extend the aforementioned Agreement for an additional 3 years running continuous from the prior Agreement expiration date. Please forward both copies of this original Letter to the following address:

Motor Vehicle Division
Electronic Data Services
P.O. Box 2100, 502M
Phoenix, AZ 85001-2100

If you have any questions, please contact us by email at eds@azdot.gov or call us at 602-712-7235.

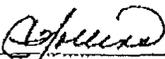
Sincerely,

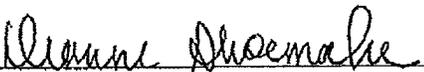
Lauryan Snodgrass
EDS Records Coordinator
Electronic Data Services

The foregoing Joint Letter of Renewal is mutually agreed to:

Motor Vehicle Division

City of Glendale Human Resources


Signature


Signature

Cassandra Hollins
Name Printed

Dianno Shoemaker
Name Printed

Administrative Services Officer, EDS
Title

Risk Manager
Title

09/30/2013
Date

9-30-13
Date

AGREEMENT ADDENDUM

THIS ADDENDUM is made and entered into pursuant to Arizona Revised Statute (A.R.S.) §§ 28-401 et seq. and § 28-455, as part of the foregoing Database Access Agreement between the Arizona Department of Transportation, Motor Vehicle Division (hereinafter referred to as MVD) and the City of Glendale Human Resources (hereinafter referred to as the Department).

RECITALS

- I. The Agreement provides authorization for connectivity to MVD's specified records database(s) by the following Department:

Name of Department: City of Glendale Human Resources
Doing Business As: City of Glendale Human Resources
Business Address: 5850 West Glendale Avenue, B56, Glendale, AZ 85301
Mailing Address: 5850 West Glendale Avenue, B56, Glendale, AZ 85301
Telephone Number: (623) 930-2855

- II. In accordance with the Federal Driver's Privacy Protection Act (DPPA), 18 U.S.C. §§ 2721 – 2725 and A.R.S. Title 28, Chapter 2, Article 5, the Department requests authorization to access MVD's Driver License Database solely for the purpose of carrying out the Department's official functions as a governmental entity pursuant to the following permissible use(s) allowed in A.R.S. § 28-455: (C) 1.
- III. In reliance on Recital II, MVD grants the Department authorization to access its Driver License Database via MVRRS, and to thereby retrieve non-restricted records information contained in such databases according to the terms and conditions stated in this Agreement between the parties.
- IV. Per this Agreement Addendum, the Department shall have authority to access the above-referenced database(s) by utilizing the approved segment access, which is attached.
- V. Per this Agreement Addendum and Batch Specifications Attachment, the Department shall have authority to submit the following batch accounts:
N/A
- VI. All notices to or demands upon the Department by MVD shall be in writing and shall be delivered in person, by fax, by email, or by U.S. mail addressed as follows:

Business Contact Person:
Dianne Shoemake
5850 West Glendale Avenue, B56
Glendale, AZ 85301
Fax: (623) 847-5321
- VII. This Addendum supersedes the Addendum signed on September 3, 2006.

CITY OF GLENDALE, an Arizona
municipal corporation



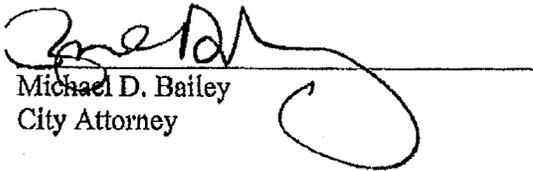
Brenda S. Fischer
City Manager

ATTEST:



Pamela Hanna
City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey
City Attorney

The foregoing Agreement and Addendum are mutually agreed to:

Motor Vehicle Division

City of Glendale Human Resources


Signature


Signature

Thomas Opalka
Name Printed

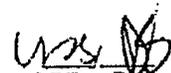
Dianne Shoemake
Name Printed

Program Manager
Title

Risk Manager
Title

10/17/13
Date

4/9/13
Date


MVD Dept



Motor Vehicle Division

August 28, 2015

Douglas A. Ducey, Governor
John S. Hallkowski, Director
Eric R. Jorgensen, Division Director

City of Glendale Human Resources
Dianne Shoemake
5850 W. Glendale Ave. B-56
Glendale, AZ, 85301

Subject: Database Access Agreement Joint Letter of Renewal

Dear Dianne Shoemake,

This Joint Letter of Renewal serves to extend the Database Access Agreement between City of Glendale Human Resources and Arizona Department of Transportation, Motor Vehicle Division (MVD).

The City of Glendale Human Resources understands and agrees that it shall continue to only access MVD's database(s) in accordance with the terms and conditions set forth in the current Database Access Agreement:

Business Contact Person: **Dianne Shoemake**
Contact Address: **5850 West Glendale Avenue, Suite B56 Glendale, AZ, 85301**
Contact Phone: **623-930-2856**
Contact Fax: **623-847-5321**
Contact Email: **dshoemake@glendaleaz.com**
Contract Expiration Date: **9/3/2015**
Name of Company: **City of Glendale Human Resources**
Doing Business As:
Business Address: **5850 W. Glendale Ave. B-56 Glendale, AZ, 85301**
Mailing Address: **5850 West Glendale Avenue, Suite B56 Glendale, AZ, 85301**
Telephone Number: **623-930-2855**

By signing and returning this Joint Letter of Renewal, you are indicating authorization to extend the aforementioned Agreement for an additional 3 years running continuous from the prior Agreement expiration date. Please forward this original Letter to EDS at eds@azdot.gov or to the following address:

Motor Vehicle Division
Electronic Data Services
P.O. Box 2100, 502M
Phoenix, AZ 85001-2100

If you have any questions, please contact us by email at eds@azdot.gov or call us at 602-712-7235.

Sincerely,

Cassandra Hollins
Electronic Data Services Manager