



Arizona Department of Transportation
Motor Vehicle Division

1801 West Jefferson Street Phoenix, Arizona 85007

Janice K. Brewer
Governor

John S. Halikowski
Director

January 19, 2011

RECEIVED
BISBEE, AZ
JAN 24 2011
LEGAL DEFENDER
COCHISE COUNTY

Stacey K. Stanton
Division Director

RECEIVED
BISBEE, AZ
FEB 04 2011

LEGAL DEFENDER
COCHISE COUNTY

Cochise County Office of The Legal Defenders
Attn: Joel Larson
P.O. Box 1858
Bisbee, AZ 85603

RE: Database Agreement and Addendum

Dear Mr. Larson:

Enclosed are two originals of the Database Agreement and Addendum between **Cochise County Office of The Legal Defenders** and the Arizona Department of Transportation, Motor Vehicle Division (MVD). This fully executed Agreement and Addendum will authorize your Company or Agency to receive motor vehicle records from MVD via the Motor Vehicle Record Request System (MVRRS).

If this Agreement and Addendum are acceptable, please initial the lower right-hand corner of each page, and sign and date the Agreement and Addendum where indicated. Both originals must be signed by you and returned to the following address:

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

You have 30-calendar days from the date of this letter to return both signed Agreements to our office. If you need additional time, please contact us by email or letter to request a 30-calendar day extension. Otherwise at 30-calendar days, the Review Panel's approval will be voided and you will need to reapply if your interest continues.

Your signed Agreement and Addendum will be presented to the Director of MVD. Upon signature, the Agreement will immediately become effective. One signed original of the Agreement and Addendum will be returned to you for your records to maintain at your business location.

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

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.

Cochise County Office of The Legal Defenders

Signature

Joel Larson

Name Printed

Legal Defender

Title

Date

For MVD USE ONLY

Received this date: _____ Signed: _____

AUTHORIZATION

On behalf of the Arizona Department of Transportation, Motor Vehicle Division, the authorization requested by Cochise County Office of The Legal Defenders pursuant to this Agreement (including the attached Addendum) is hereby approved.

DATED THIS _____ DAY OF _____, 20_____.

MOTOR VEHICLE DIVISION

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

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 Cochise County Office of The Legal Defenders (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: Cochise County Office of The Legal Defenders
Doing Business As: Cochise County Office of The Legal Defenders
Business Address: Old Bisbee High School, 2nd Floor; Bisbee, AZ 85603
Mailing Address: P.O. Box 1858
Telephone Number: 520-432-8900
- 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 and title and registration databases 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: (G) 1
- III. In reliance on Recital II, MVD grants the Department authorization to access its driver license and title and registration databases 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 databases 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:
Steve McDiarmid
P.O. Box 1858
Bisbee, AZ 85603
Fax: 520-432-8928
- VII. This Addendum supersedes the Addendum signed on N/A

The foregoing Agreement and Addendum are mutually agreed to:

Motor Vehicle Division

Cochise County Office of The Legal Defenders

Signature

Signature

Brenda Oddy

Name Printed

Joel Larson

Name Printed

Program Manager

Title

Legal Defender

Title

Date

Date

QDSEE Segment Access Attachment

Name of Agency: Cochise County Department of The Legal Defenders

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
DM04	Warrant Segment	Yes
DM05	Driver Improvement Segment	Yes
DM06	Traffic Survival School Segment	Yes
DM07	Financial Responsibility / Mandatory Insurance Segment	Yes
DM08	Financial Responsibility / Proof Segment	Yes
DM09	Mailing Address Segment	Yes
DM10	Traffic Complaint Suspension Segment	Yes
DM11	Permit / Identification License Segment	Yes
DM12	CDLIS Out of State Accident Violation Segment	Yes
DM13	Cross Reference and AKA Names Segment	Yes
DM14	Nonresident Violator Compact Segment	Yes
DM24	Customer Characteristics Segment	Yes

Agreed to and Acknowledged by:

**Motor Vehicle Division
Electronic Data Services**

By: _____

Name: Brenda Oddy

Title: Program Manager

Date: _____

Agreed to and Acknowledged by:

**Cochise County Office of the Legal
Defenders**

By: _____

Name: Joel Larson

Title: Legal Defender

Date: _____



Database Access Agreement

Arizona Department of Transportation
Motor Vehicle Division

Competitive Government Partnerships
Electronic Data Services



Arizona Department of Transportation
Motor Vehicle Division
 1801 West Jefferson Street Phoenix, Arizona 85007

Janice K. Brewer
 Governor

John S. Halikowski
 Director

January 19, 2011

Stacey K. Stanton
 Division Director

Cochise County Office of The Legal Defenders
 Attn: Joel Larson
 P.O. Box 1858
 Bisbee, AZ 85603

RECEIVED
 BISBEE, AZ
 JAN 24 2011
 LEGAL DEFENDER
 COCHISE COUNTY

RECEIVED
 BISBEE, AZ

FEB 04 2011

LEGAL DEFENDER
 COCHISE COUNTY

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 Phoenix, AZ 85001-2100

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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

“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 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.

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.

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.

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

All notices to or demands upon the Department by MVD will be addressed as specified in Section VI 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 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.

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.

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 Cochise County Office of The Legal Defenders (hereinafter referred to as the Department).

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- I. The Agreement provides authorization for connectivity to MVD's specified records database(s) by the following Department:
- Name of Department: Cochise County Office of The Legal Defenders
Doing Business As: Cochise County Office of The Legal Defenders
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Mailing Address: P.O. Box 1858
Telephone Number: 520-432-8900
- 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 and title and registration databases 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: (G) 1
- III. In reliance on Recital II, MVD grants the Department authorization to access its driver license and title and registration databases 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 databases 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:
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- VII. This Addendum supersedes the Addendum signed on N/A

The foregoing Agreement and Addendum are mutually agreed to:

Motor Vehicle Division

Cochise County Office of The Legal Defenders

Signature

Signature

Brenda Oddy

Name Printed

Joel Larson

Name Printed

Program Manager

Title

Legal Defender

Title

Date

Date

QDSEE Segment Access Attachment

Name of Agency: Cochise County Department of The Legal Defenders

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

DM00: Base Segment

Base Segment	Segment Description	Access Granted
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DM02	Violation Segment	Yes
DM04	Warrant Segment	Yes
DM05	Driver Improvement Segment	Yes
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DM12	CDLIS Out of State Accident Violation Segment	Yes
DM13	Cross Reference and AKA Names Segment	Yes
DM14	Nonresident Violator Compact Segment	Yes
DM24	Customer Characteristics Segment	Yes

Agreed to and Acknowledged by:

**Motor Vehicle Division
Electronic Data Services**

By: _____

Name: Brenda Oddy

Title: Program Manager

Date: _____

Agreed to and Acknowledged by:

**Cochise County Office of the Legal
Defenders**

By: _____

Name: Joel Larson

Title: Legal Defender

Date: _____

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.

Cochise County Office of The Legal Defenders

Signature

Joel Larson

Name Printed

Legal Defender

Title

Date

For MVD USE ONLY

Received this date: _____ Signed: _____

AUTHORIZATION

On behalf of the Arizona Department of Transportation, Motor Vehicle Division, the authorization requested by Cochise County Office of The Legal Defenders pursuant to this Agreement (including the attached Addendum) is hereby approved.

DATED THIS _____ DAY OF _____, 20_____.

MOTOR VEHICLE DIVISION

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



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, MD 502M

1801 West Jefferson Street Phoenix, Arizona 85007

Phone: 602-712-7235

Janice K. Brewer
Governor

John S. Halikowski
Director

Stacey K. Stanton
Division Director

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 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.

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.

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.

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

All notices to or demands upon the Department by MVD will be addressed as specified in Section VI 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 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.

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.

Please replace these AGREEMENT ADDENDUM's with the ones in the original packet.

Changes have been made in RECITALS, II, at the end the original had (G) and has been replaced with a (C).

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 Cochise County Office of The Legal Defenders (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: Cochise County Office of the Legal Defenders
Doing Business As: Cochise County Office of the Legal Defenders
Business Address: Old Bisbee High School, 2nd Floor; Bisbee, AZ 85603
Mailing Address: P.O. Box 1858; Bisbee, AZ 85603
Telephone Number: 520-432-8900
- 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 and title and registration databases 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 and title and registration databases 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 databases 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:
Steve McDiarmid
P.O. Box 1858
Bisbee, AZ 85603
Fax: 520-432-8928
- VII. This Addendum supersedes the Addendum signed on N/A

The foregoing Agreement and Addendum are mutually agreed to:

Motor Vehicle Division

Cochise County Office of The Legal Defenders

Signature

Signature

Brenda Oddy

Joel Larson

Name Printed

Name Printed

Program Manager

Legal Defender

Title

Title

Date

Date

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Mailing Address: P.O. Box 1858; Bisbee, AZ 85603
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Cochise County Office of The Legal Defenders

Signature

Signature

Brenda Oddy

Joel Larson

Name Printed

Name Printed

Program Manager

Legal Defender

Title

Title

Date

Date



**Motor
Vehicle
Division**

96-0328 R12/06 www.azdot.gov

Mail Drop 502M
Electronic Data Services
Motor Vehicle Division
PO Box 2100
Phoenix AZ 85001-2100

ADDITIONAL REQUIREMENTS

Electronic Data Services

Notice Date
02/14/2011

ATTN: Steve McDiarmid
Cochise County Office of The Legal Defender
P.O. Box 1858
Bisbee, AZ 85603

Return By
03/14/2011

Dear Customer: To complete your request, please return this form (to the address above) with all attached documents (if any), and with the additional documentation indicated below. **Documents submitted must be originals.** Return by date shown above. If you have any questions, please call 602-712-7235. Thank you.

Letter of Interest

Complete the Following Application Sections

- I. Business Profile II. Records Location III. Applicants IV. Prior Contact V. Business Contact Information
- VI. Business Contact Supervisor Information VII. Billing Contact VIII. Activity Information
- IX. Permissible Uses X. Record Retrieval Request XI. Record Modification Request Signature Date

Additional Required Documentation

- Business Contact Scope of Authority Letter
- Articles of Incorporation/Organization
- Additional Locations Request

Original Bond

- Name must be the same as on application
- Amount Signature Notarize
- Bond reinstatement must indicate "no lapse in coverage"
- Rider

MVRRS User Access Request Form

- Signatures (user and Business Contact)
- Company Name User Name User E-mail Address User Access Functions

License/Certification

- P.I. State Bar (attorney) Banking Institution Insurance Organization

Project Estimate Authorization

- Signature Date

Agreement/Addendum

- Signature Date Initials

Other Requirements:

Please sign, date and initial the corrected agreement addendum and return both copies.

If you have any questions, please contact our office at 602.712.7235.

Thank you.
Tricia Mel
MVD/EDS