

**AGREEMENT BETWEEN
WASHINGTON STATE DEPARTMENT OF LICENSING
AND
CITY OF PORTLAND PARKING ENFORCEMENT**

Control #
Date: August 5, 2005

THIS AGREEMENT is made and entered into by and between the WASHINGTON STATE DEPARTMENT OF LICENSING, hereinafter referred to as "DOL", 1125 South Washington, Olympia, Washington and CITY OF PORTLAND PARKING ENFORCEMENT, hereinafter referred to as USER, 1120 SW 5TH AVE PORTLAND OR 97204, .

This is a reimbursable services agreement to provide public record information under RCW 46.12.370, RCW 46.12.380, RCW 46.12.390, RCW 42.17.260, WAC 308-93-087, WAC 308-93-088 and chapter 308-10 WAC.

This agreement supersedes any previous agreement to provide public record information as set forth herein, known or unknown, made between DOL and USER.

Section 1.0 PURPOSE OF AGREEMENT

DOL has established systems for disclosing vehicle and vessel record information, including descriptions and ownership's, for inspection and copying as provided in chapters 42.17 RCW, 46.12 RCW, 308-10 WAC, and 308-93 WAC, from its offices in Olympia, Washington. This agreement provides the terms and conditions under which such information is provided for inspection and copying.

Section 2.0 STATEMENT OF WORK

- 2.1 DOL shall disclose vehicle and vessel records for inspection and copying when requested by USER in writing, telephonic, over the Internet, and in person at DOL vehicle licensing counter Olympia, Washington. Each request for disclosure shall be accompanied by the USER'S unique account code assigned by DOL and furnished under separate cover.

The account code is a secured code for use by USER and USER'S employees only. USER shall take all steps necessary to ensure the account code is accessible and used only by authorized personnel. Any use of the assigned account code by persons other than employees of the USER is grounds for immediate termination of this agreement as provided in Section 13.0 herein.

The Department of Licensing has a policy of providing equal access to its services. This correspondence is available in alternate format. If you need special accommodation, please call (360) 902-3600 or TTY 664-8885.

2.2 USER may use any or all of the following options to request vehicle/vessel record inspection or copies:

- OPTION 1. Public telephone communication directly with DOL. Individual records may be inspected as authorized in RCW 46.12.380 and WAC 308-93-087. This option provides for DOL staff to inspect and voice relay the record information and when requested, provide a print or photocopy of the record. Payment is required for a DOL produced print or photocopy of the record as provided in Section 4.0 herein. Vehicle responses received using this option may contain information that has not been updated for up to 48 hours. Vessel responses using this option may contain information that has not been updated for up to seven days.
- OPTION 2. Written communication with DOL. Copy of an individual vehicle/vessel record may be provided as authorized in RCW 46.12.380 and WAC 308-93-087. Lists of individual records may be provided as authorized in RCW 46.12.370 and RCW 42.17.260. Payment is required as provided in Section 4.0 herein. Vehicle responses received using this option may contain information that has not been updated for up to 48 hours. Vessel responses using this option may contain information that has not been updated for up to seven days.
- OPTION 3. Internet Vehicle/Vessel Information Processing System (IVIPS) provided by DOL under separate cover fully describes and includes instruction for use. Individual record information may be provided as authorized in RCW 46.12.380 and WAC 308-93-087. This option provides inspection of the vehicle or vessel record requested through an Internet connection between the USER and the Department. A nominal charge is required per individual inquiry as provided in Section 4.0 herein. Vehicle responses received using this option may contain information that has not been updated for up to 48 hours. Vessel responses using this option may contain information that has not been updated for up to seven days.

USER and its employees or agents shall ensure the confidentiality of motor vehicle/vessel records by protecting their account numbers and passwords; by using hard to guess passwords; by regularly changing passwords, particularly when there are changes in personnel; instituting penalties for misuse of data; and assuring that employees are familiar with the provisions of this contract. Passwords are to be changed at least every ninety days.

2.3 DOL shall be prompt in furnishing information not exempt from disclosure under chapter 42.17 RCW, RCW 46.12.370, RCW 46.12.380, and WAC 308-93-087 to the extent that proper performance of its official duties and obligations is maintained.

- 2.4 USER shall only use the information provided under this agreement for obtaining vehicle registration information for scofflaw violations, verifying registrations have been transferred and obtaining owner information on abandoned vehicles. The information provided shall not be used by USER or disclosed to any other person, for the purpose of making any unsolicited business contact, or for a commercial purpose unless specifically authorized or directed by law. The term "unsolicited business contact" means a contact that is intended to result in, or promote, the sale of any goods or services to a person named in the disclosed information. The term "commercial purpose" means using or intending to use information for the purpose of facilitating a profit-expecting business activity, except as provided in RCW 46.12.380.
- 2.5 No name or address of any individual owner furnished by DOL to USER shall be disclosed or published by USER in any manner, or be used for mailing purposes other than those specified in this agreement.
- 2.6 This subsection shall not prevent USER from requesting additional specific exceptions from this section from DOL, subject to prior written approval of, and any conditions imposed by, DOL. No exceptions shall be valid unless approved in writing by the Director of DOL or his/her designated designee, accompanied by a statement of conditions, if any, imposed on such approval, prior to the intended use of the information that is the subject of the exception.
- 2.7 DOL retains the right to keep copies of the information released under this agreement in its files for its own purposes or to furnish to others.
- 2.8 Whenever a request for information provided under this agreement is granted to an attorney or private investigator, notice must be provided by the disclosing entity, no later than the following business day of granting the information to the vehicle or vessel owner to whom the information applies, that the information has been granted. The notice shall include the name and address of the requesting party. When the disclosing entity is USER, a copy of the notice shall be provided to DOL by U.S. Mail no later than the following business day addressed as provided in Section 11.0 herein.
- 2.9 For purposes of this Section, a "private investigator" means a person licensed as a private detective pursuant to chapter 18.165 RCW.
- 2.10 Upon written request from DOL, USER shall provide, within three business days of USER's receipt of such request, the exact purpose for which any personal information provided under this contract was used.
- Failure to provide requested information to DOL may result in cancellation of this agreement and other sanctions authorized under RCW 46.12.390.
- 2.11 DOL may review USER's activities under this agreement to ensure compliance with the limitations imposed on the use of the information provided by DOL. DOL shall immediately end this agreement and shall suspend or revoke for up

to five years USER's privileges to obtain vehicle record information from DOL if USER is found to be in violation of this agreement, chapter 42.17 RCW, 46.12 RCW or 308-93 WAC.

Grounds for termination of this agreement include, but are not limited to:

- (a) The unauthorized disclosure of information from a DOL record; or
- (b) The use of a false representation to obtain information from DOL vehicle records; or
- (c) The use of information obtained from DOL vehicle and vessel records for a purpose other than what is authorized in this agreement; or
- (d) The sale or other distribution of vehicle and vessel owner name or address to another person is in violation of this agreement.

- 2.12 All information released to the USER under this agreement by DOL shall be retained by the USER for a period of three years from the year of release by DOL. (Example: Information received during calendar year 1998 may be destroyed in December 2001 and so on.)

Section 3.0 PERIOD OF PERFORMANCE

This agreement shall begin on the date of execution by DOL, and continue until ended by either party as provided in Section 13.0 herein or for a period of two years which ever occurs first. This agreement may be extended under written mutual consent until a new contract is executed.

This agreement is void upon formal action of the state legislature enacting statutory prohibition or failure to provide funding for the performance of the duties provided herein.

Section 4.0 CONSIDERATION

- 4.1 When Option 1 or 2 is used, USER agrees to pay DOL a fee covering DOL's direct cost for copying records, not to exceed fifteen cents (\$.15) for each photocopy, seventy five cents (\$.75) for each copy of microfilm or microfiche, plus delivery costs.
- 4.2 When Option 1 or 2 is used, USER agrees to pay DOL a fee of one dollar and fifty cents (\$1.50) for each certification affixed to any print or photocopy, plus delivery costs.
- 4.3 USER agrees to pay DOL a fee covering DOL's direct cost for computer generated lists. The fee for each request shall be agreed upon prior to DOL disclosing the information.
- 4.4 When Option 3 is used, USER agrees to pay DOL a fee of \$0.04 per inquiry. An inquiry means any access to the Internet Vehicle/Vessel Information Processing System (IVIPS) that retrieves a record or returns a "no file" indication.

- 4.5 USER agrees to make payment of all fees due under this agreement before or concurrent with receiving the information requested. Payment shall be made by one of the following methods:
- A. USER may provide payment with each request for disclosure of information, or
 - B. USER may deposit with DOL a minimum of twenty-five dollars (\$25.00), or an amount sufficient to reimburse DOL for the estimated monthly reimbursable services provided by DOL. The deposit will be treated as a prepayment of DOL's copying costs when USER requests disclosure under Section 2.0, OPTIONS 1,2, and 3 herein. DOL will invoice USER and USER agrees to pay DOL, on a quarterly basis, the actual amount of the previous months usage at the rates set forth in this section.
 - C. DOL shall provide an invoice voucher to USER in the amount of twenty-five dollars and no cents as a deposit. USER agrees to pay this invoice to DOL within fifteen days of receipt of the invoice voucher.
 - D. USER shall be billed monthly, quarterly or annually for the actual usage at the rate set forth in this section.
- 4.6 DOL maintains the right to increase or decrease the fees for rendering service under this agreement. Any amendment to the fees shall be subject to a change in the agreement as provided in Section 19.0 herein.

Section 5.0 DISCLOSURE OF INDIVIDUAL NAMES AND ADDRESSES PROHIBITED

USER shall not furnish to any person, association, or organization any of the information, or part thereof, obtained from DOL without prior written approval by DOL or as by this agreement provided.

Section 6.0 PROPRIETARY RIGHTS

USER shall not acquire any proprietary rights, exclusive or otherwise, to information obtained from DOL.

Section 7.0 LIMITATION ON THE STATE'S LIABILITY AND RESPONSIBILITY

DOL shall not be liable for delays in furnishing information under this agreement nor shall DOL be liable for any errors which occur in compilation of the information, including the insertion of false names into the information for the purpose of permitting DOL to determine if USER has abided by the terms of this agreement.

The State of Washington, DOL, the Director of DOL or any DOL employee shall not be liable for any claim of any nature against USER by any party. These claims include, but are not limited to:

- Any failure in the service furnished by DOL under this agreement; or

- For any errors, mistakes or acts on the part of DOL or it's agents which result in the failure to properly release vehicle/vessel title interests;
- For any failure of DOL's equipment or software which fails to perform for any reason or for any other loss or consequential damage which is a result of acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of fire,
- Failure of communications or computer equipment, facilities or software, power failures, nuclear accidents or other disasters.

Section 8.0 INDEMNIFICATION

Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.

Section 9.0 LIMITATION UPON ASSIGNMENT

This agreement is not assignable by either party.

Section 10.0 NONDISCRIMINATION

During the terms of this agreement, the parties hereto agree to comply with the following nondiscrimination requirements as well as applicable federal, state and local laws and regulations governing equal employment opportunity.

No party shall, on the grounds of race, color, creed, religion, sex, marital status, national origin, age sensory, mental or physical handicap or political affiliation, discriminate against or deny employment as a participant or staff person in connection with any function related to this agreement or to be performed in connection therewith.

Section 11.0 NOTICES

All notices concerning this agreement shall be sent to the parties at the addresses stated below:

DOL - Contracts Manager, Title and Registration Services, Post Office Box 2957, Olympia, Washington 98507-2957. Telephone number (360) 902-3760.

CITY OF PORTLAND PARKING ENFORCEMENT - NOLAN MACKRILL, 1120 SW 5TH AVE PORTLAND OR 97204. TELEPHONE NUMBER: 503-823-6834.

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Section 12.0 OWNERSHIP OF EQUIPMENT AND SOFTWARE

All equipment and software furnished by DOL or by USER shall remain the property of the furnishing party and the party shall retain full title and all rights associated with ownership. The equipment shall not become fixtures. Neither party shall encumber or permit an encumbrance upon, the other party's title to the equipment or software or to the equipment or software itself, in any manner.

Section 13.0 TERMINATION

Any violation of the restrictions, conditions or requirements contained in this agreement constitutes grounds for DOL to end this agreement immediately.

This agreement may be ended by either party upon giving thirty (30) days written notice to the other party; provided, either party may end the agreement immediately for breach by the other party of any of its obligations under the agreement.

In the absence of actual delivery to, and receipt by either party by mail or other means at an earlier date and/or time, notice of termination shall be conclusively deemed to have been delivered to, and received by, the other party as of midnight of the third day following the date of its posting in the United States mail, addressed as provided in Section 11.0 herein.

Section 14.0 DISPUTES

In the event of a dispute between the parties arising under this agreement, which the parties themselves cannot resolve, the dispute shall be referred to a dispute panel. The panel shall consist of one member appointed by the Director of DOL, one member appointed by USER, and one member jointly selected by both parties. The decision of the panel shall be final and binding upon the parties, unless the decision of the panel requires either party to perform an illegal act. In the event the panel cannot resolve a dispute the aggrieved party may file a lawsuit. Venue of any lawsuit filed by any party against the other party arising in whole or in part out of this agreement shall be in the Superior Court for Thurston County in Olympia, Washington.

Section 15.0 PAYMENT IN THE EVENT OF TERMINATION

In the event either party without fault on the part of the other party ends this agreement, each party shall be liable for the actual cost they have incurred during their performance under this agreement. Neither party shall be obligated to the other party for such cost; except that all fees owed by USER to DOL shall continue to be due and payable as provided in Section 4 herein.

Section 16.0 INDEPENDENT STATUS OF DOL

DOL and DOL employees and agents shall perform all duties pursuant to this agreement as an independent agency from USER and not in any manner as officers, agents or employees of USER. All references in this agreement to DOL shall include its agents and employees. USER shall not withhold or pay any taxes or insurance under this agreement. This provision shall not preclude DOL from representing USER in fulfilling tasks and services specified in this agreement.

Section 17.0 REMEDY OF TERMINATION

In addition to all other remedies that may be available to DOL. Termination of this agreement or release of DOL from the obligations of the agreement shall not be deemed to be an exclusive remedy.

Termination of agreement shall release DOL from all obligations whatever under this agreement but shall not bar DOL from pursuing any remedies which it would otherwise have against USER.

Section 18.0 SAVINGS CLAUSE

It is the belief of all parties that all provisions of this agreement are lawful. If by court decision or opinion of the Washington State Attorney General any section of this agreement should be found to be contrary to existing law, the agreement shall not be affected. The parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such section. The provisions of the agreement shall be subject to any future actions of or directions by the Legislature of the State of Washington. In the event of conflict between actions of or directions by the Legislature and provisions of this agreement during its term, the former shall prevail.

Section 19.0 ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties. There is no other agreement, either oral or written, upon the subject. Commitments, warranties, representations, understanding or agreements, not contained in this agreement or written amendment hereto shall not be binding on either party. No alteration of any of the terms or conditions, of this agreement, will be effective without the written consent of both parties. However, this provision shall not prevent any other effective agreements between the parties which is not inconsistent with the provisions of this agreement.

Section 20.0 AFFIRMATION OF AGREEMENT

The parties signing below hereby affirm they have the authority to bind their respective parties to the terms and conditions of this agreement.

DEPARTMENT OF LICENSING

BY: _____

PRINT NAME: KATHERINE IVALL VASQUEZ

TITLE: LICENSING SERVICE MANAGER

DATE: _____

CITY OF PORTLAND PARKING ENFORCEMENT

BY: EILEEN ARGENTI NA

PRINT NAME: _____

TITLE: TRANSPORTATION SYSTEM MGMT DIRECTOR

DATE: 11/9/05

Contact Name: NOLAN MACKRILL
Contact Phone: 503-823-6834 6830 *for*

If above information is incorrect, please change and initial.

APPROVED AS TO FORM

Sandra Mungen
CITY ATTORNEY



MOTOR VEHICLE / VESSEL RECORD DISCLOSURE REQUEST APPLICATION

G.B.

REQUESTOR INFORMATION

NAME (PLEASE PRINT COMPANY AND/OR INDIVIDUAL NAME) City of Portland Parking Enforcement (Nolan Mackrill) DATE OF REQUEST 09/23/03 PHONE NUMBER (503) 823-6830 MAILING ADDRESS (NUMBER AND STREET) 1120 SW 5th Ave Portland OR 97204 CITY STATE ZIP CODE FAX NUMBER (93) 6002236

1. TYPE OF INFORMATION OR SPECIFIC RECORD(S) REQUESTED (Not all vehicle/vessel information may be available for every request. State and/or Federal law may restrict the release of some information.)

Vehicle Registration Information. Specifically current address, any date for title or registration change

If the request is for a specific motor vehicle / vessel, please indicate:

PLATE / REGISTRATION NUMBER VIN / HIN NUMBER

2. Explain in detail the reason(s) for which the information is requested and how it will be used. (Use additional sheets if necessary.)

For scaffold violations, we must check for current registration and check that the vehicle did not have a registration or title change within the citation issuance to scaffold violation.

Abandoned Autos when we tow a vehicle for abandoned auto, we must send a letter to the last known address of record outlining the rights and warning vehicle has been towed. (we currently receive this information for abandoned autos from Portland Police)

3. Will personal information be provided to others? [X] NO [] YES (If YES explain)

4. Will owner(s) of record be contacted? [] NO [X] YES (If YES explain how and why) only if vehicle towed for abandoned auto

THE REQUESTER IS: (Mark all that apply and attach appropriate documentation.)

- [] An attorney (attach copy of business license or bar card number) [] A private investigator (attach copy of Private Detective license) [] A business entity (refer to reverse for appropriate documents) [] A non-profit organization (refer to reverse for appropriate documents) [] A commercial parking company (same as for business entity) [] An individual (refer to reverse for appropriate documents) [X] A government agency

For Official Use Only Application received DATE Reviewed by NAME On DATE ACTION TAKEN [] APPROVED [] DENIED (See attached letter)

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G.B.

APPROPRIATE DOCUMENTATION TO ATTACH TO REQUEST.

A business entity - Must provide a copy of the unexpired Washington Registrations and Licenses document (Master Business License), or City or County Business License.

For businesses outside this state - Must provide a copy of the unexpired business license issued by the out-of-state jurisdiction where the business entity is authorized to do business or the business UBI number or Federal Tax ID number.

A non-profit organization - Must provide a copy of the Articles of Incorporation, filed with the Secretary of State, or a copy of Tax Exempt Status from the Internal Revenue Service [501(c)(3)].

An individual - To avoid unauthorized disclosure of information:

- (a) An individual who appears in person to request a copy of his/her motor vehicle/vessel record shall provide proof of identity (a document containing an official photograph and indicating the requester's name), and a completed and signed request form.
- (b) An individual who mails a request for his/her own motor vehicle/vessel record shall supply a notarized copy of the request form.
- (c) An individual who appears in person requesting another person's motor vehicle/vessel record(s) shall provide: Proof of identity: a completed and signed request form.
- (d) An individual requesting another person's motor vehicle/vessel record(s) by mail shall provide: a notarized copy of the request form.
- (e) An individual acting as the parent of a minor or the legal guardian of the individual to whom a motor vehicle/vessel record pertains shall provide a notarized copy of the request form. A parent or legal guardian may act only for a living individual, not for a decedent.

Agreement to protect information and lists of individuals from use for a commercial purpose Except as provided for in 18 USC Sec. 2721 (DPPA), RCW 46.12.370, 46.12.380 and WAC 308-93-087 I hereby agree that the information provided me by the Department of Licensing shall not be divulged to any third party, shall not be used for commercial purpose by any other individual or organization I represent and that I will protect the information from access by anyone who may use it for purposes of contacting the individuals named therein or otherwise personally affecting them in the furtherance of any profit-seeking activity.

If signing on behalf of another person, enter:

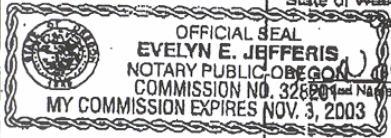
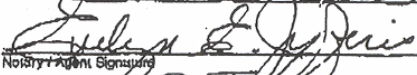
NAME OF WARD OR MINOR CHILD

RELATIONSHIP

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Melan Mackrill
REQUESTER'S SIGNATURE

09/23/03
DATE

NOTARY SEAL OR STAMP 	DREGON State of Washington County of <u>MULTNOMAH</u>		NOTARIZATION / CERTIFICATION Signed or attested before me on <u>SEPTEMBER 23, 2003</u>	
	Official Name of Person Signing Document <u>MELAN MACKRILL</u>		Signature 	
Title <u>NOTARY</u> Notary / Agent		AND: County / Office No. OR <u>NOVEMBER 3, 2003</u> Notary Expiration Date		

PLEASE MAIL OR FAX COMPLETED APPLICATION AND SUPPORTING DOCUMENTATION TO:

DEPARTMENT OF LICENSING
ATTN PUBLIC DISCLOSURE
PO BOX 2957
OLYMPIA WA 98507-2957

FAX # (360) 902-3827
ATTN PUBLIC DISCLOSURE