



# CONTRACTS & AGREEMENTS

## ECM INDEX DATA

INTRLOC\_00    WA STATE DEPT OF LICENSING

File Location

Vendor Name

**Document Type:**    Interlocal                      New

**Vendor Name:**        WA STATE DEPT OF LICENSING

**PO# Location:**        INTRLOC-000

**Effect Date:**            3/1/2015

**Term Date:**             2/29/2016

**CR#:**                      53283

**Related CR#:**            \_\_\_\_\_

**Ordinance:**             \_\_\_\_\_

**Resolution:**            \_\_\_\_\_

**Leg Date:**                \_\_\_\_\_ 209916 \_\_\_\_\_

**Vendor #:**                \_\_\_\_\_

**Description:**            INTERLOCAL AGREEMENT TO ACCESS VEHICLE  
LECNSE/OWNERSHIP RECORDS PO 1550041-000

\_\_\_\_\_

\_\_\_\_\_

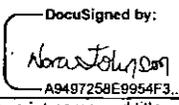
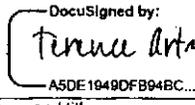
\_\_\_\_\_

WA ST DEPT OF LICENSING  
2/29/2016

Notes:

INTRLOC\_00  
INTERLOCAL AGREEMENTS  
12/31/2016  
\$00176854

1550041.000

	<b>INTERNET VEHICLE/VESSEL INFORMATION PROCESSING SYSTEM (IVIPS) USE AND DISCLOSURE CONTRACT</b>		<b>New Account No.</b>
			<b>Renewal Account No.</b>  <b>254649</b>
<b>Contract</b>			
Contract start date <b>Upon Execution</b>	Contract end date <b>January 31, 2020</b>	Contract amount <b>See Section #3 Fees</b>	
Contractor name <b>City of Bellevue</b>			
<b>Contractor</b>			
Contractor's DBA and FKA			
Contractor physical address <b>450 110<sup>th</sup> Ave NE Bellevue WA 98004</b>		Contractor mailing address <b>PO Box 90012 Bellevue WA 98009</b>	
Contractor contact name <b>Laurie Leland</b>	Contractor contact telephone <b>425-452-4366</b>	Contractor fax	Contractor e-mail address <b>lleland@bellevuewa.gov</b>
<b>Department of Licensing (DOL)</b>			
DOL administration <b>Vehicle/Vessel Public Disclosure</b>		DOL division <b>Administrative Services Division</b>	
DOL contact information <b>Susan Mitchell or Orpha Zollars</b>		DOL contact address <b>Department of Licensing PO Box 2957 Olympia, WA 98507</b>	
DOL contact telephone <b>360-359-4001</b>	DOL contact fax <b>360-570-7895</b>	DOL contact e-mail <b>vsdisclose@dol.wa.gov</b>	
<b>Attachments</b>			
Required documents The following documents are available online at <a href="https://fortress.wa.gov/dol/ivipsprod/ContractForms.aspx">https://fortress.wa.gov/dol/ivipsprod/ContractForms.aspx</a> and are incorporated by reference:			
<ol style="list-style-type: none"> <li>1. Attachment A, General Terms and Conditions (required reading and Compliance)</li> <li>2. Attachment B, User Access/Change Request (must be completed and returned to DOL with signed Contract)</li> <li>3. Attachment C, Information Request Log (to be maintained individually by each User and provided to DOL upon request)</li> <li>4. Attachment D, Sample Notification Letters (Contractor to use per Section 11 of Contract)</li> <li>5. Attachment E, Data Security Requirements (required reading and Compliance)</li> <li>6. Attachment F, Destruction of Data (to be completed and returned to DOL upon termination of Contract)</li> </ol>			
DOL reserves the right to modify or update all Attachments as required. Contractor is responsible to check that they are only using the most current version of documents.			
<b>IN WITNESS WHEREOF, By signing this Contract, Contractor acknowledges that they read and reviewed this Contract in its entirety which includes ALL ONLINE DOCUMENTS, with all employees who will have IVIPS access. The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding, all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract.</b>			
The parties signing below have executed this Contract, and affirm they have read the Contract and have the authority to bind their respective parties to the terms and conditions of this Contract.			
Contractor signature   A9497258E9954F3...	Date  <b>1/17/2015</b>	DOL signature   A5DE1948DFB94BC...	Date  <b>1/20/2015</b>
Legibly print name and title  <b>Nora Johnson Civic Services Director</b>		Print name and title  <b>Terence Artz, Public Records Officer Administrative Services Division</b>	

**INTERNET VEHICLE/VESSEL INFORMATION PROCESSING SYSTEM (IVIPS)  
USE AND DISCLOSURE CONTRACT**

Pursuant to Revised Code Washington (RCW) 19.02; 46.12.630-640; 42.56, Washington Administrative Code (WAC) 308, the Federal Driver Privacy Protection Act (DPPA) and Executive Order 97-01, as currently written or hereafter amended.

This Contract is made and entered into between Department of Licensing referred to as "DOL" and the Contractor listed on page one (1), hereinafter referred to as the "Contractor" or "User".

Contractor understands and agrees to comply with all terms and conditions of this Contract, Attachments and documents contained herein or incorporated by reference, which are located at <https://fortress.wa.gov/dol/ivipsprod/>.

**1. PERMITTED USE AND DISCLOSURE**

Contractor agrees that the use and disclosure of Data provided is limited to the following:

Vehicle information is used to enforce employee parking policies in two City of Bellevue employee parking lots. Only vehicles that are out of compliance with the City employee parking policy get recorded. License plate information is solely used by the City of Bellevue's Employee Transportation Program. USER or USER employees shall not provide screen prints of the IVIPS records to any clients, customers for any reason, even if the information is the clients, customer's personal information. Clients and customers must apply for information through a public disclosure request to obtain their records from DOL. Providing a screen print may result in termination of this Agreement.

**2. TESTING AND TRAINING**

Contractor agrees to use "test records" made available by DOL, if there is a need to conduct any type of software testing or training that requires vehicle records; using actual active records for testing is prohibited.

**3. FEES (Government entities are exempt from the \$2.00 fee pursuant to RCW 46.12.635.)**

- a. The fee for use of IVIPS is \$0.04 (four cents), applicable to all IVIPS Users, for each inquiry including inquiries that return a "no file" or "no record found".
- b. There is an additional \$2.00 (two dollar) fee for each inquiry that returns a Record.
- c. DOL reserves the right to increase or decrease the fees and may do so without notice.

**4. PAYMENT AND BILLING PROCEDURES**

- a. Billing shall be monthly unless otherwise agreed upon, and Contractor must pay invoices within fifteen (15) days of receipt. Payment must be sent, with a copy of the invoice to:  
Department of Licensing, IVIPS  
P.O. Box 3907  
Seattle, WA 98124.
- b. Washington State agencies may pay invoices using a journal voucher (JV) or by making an inter-agency payment (IAP) using the DOL Statewide Vendor Number SWV0011175-01.
- c. If monthly bill totals \$4.50 (four dollars fifty cents) or less, DOL may not send a bill and may carry over the amount due to the next month's billing.
- d. DOL reserves the right to require a deposit and to charge for the reimbursement of all mailing costs associated with this Contract

**5. CONTRACTOR RESPONSIBILITY**

Contractor shall:

- a. Read and comply with the entire Contract, Terms and Conditions, all online documents, and applicable laws and statutes.
- b. Maintain a current business license for the term of the Contract and provide a copy to DOL upon request.
- c. Provide to DOL the names and addresses of all the Contractor's subsidiaries and other names that they have formerly been known as (FKA) or doing business as (DBA).
- d. Notify DOL prior to business closure or change in legal status of business.
- e. Notify all Users with IVIPS access of the use and disclosure requirements.
- f. Ensure that all terms, conditions, securities, assurances and certifications set forth in this Contract are carried forward to all Subscribers.
- g. Ensure that Records accessed by its Users or Subscribers are used only as permitted by this Contract.
- h. Hold harmless and indemnify DOL as described in Section 13 of Attachment A, General Terms and Conditions.

- i. Ensure that all Users have reviewed and agree to comply with this Contract and all Terms and Conditions of contained herein or incorporated by reference.
- j. Ensure all Users understand requirements to:
  1. Not share their Sub Account number or password,
  2. Change passwords every ninety (90) calendar days,
  3. Not use the Data for personal reasons,
  4. Ensure the confidentiality and privacy of all information accessed.
- k. Maintain an individual Information Request Log (IRL) for all the inquiries they do. Ensure each User maintains individual, legible Attachment C *Information Request Log(s) (IRL)* (available online at <https://fortress.wa.gov/dol/ivipsprod/>) for every inquiry. IRLs shall be maintained for a minimum of six (6) years. Contractor may use legible IRL of their choosing, provided the IRL contains all of the data fields set forth in Attachment C and are formatted so that all data fields regarding a single inquiry fit on the same page.
- l. Ensure each User includes ALL inquiries on their individual IRL, including inquiries that return:
  1. A vehicle or vessel record, or
  2. "No file" or "no record found".
- m. Notify DOL in writing of any changes to contact information within three (3) business days of the change; i.e. change of: business name, ownership, business address, phone number, Contractor Contact, new User, or if a User no longer needs access or leaves employment.
- n. Upon request, provide at no charge to DOL, the following within five (5) business days:
  1. Completed legible Attachment C, *Information Request Log(s) (IRL)*.
  2. Un-redacted samples of all services performed and copies of work products provided or produced for anyone as a result of Data obtained from DOL for any reason.
  3. Un-redacted copies of all Subscriber Agreements that identifies: all Subscribers, the date of Subscriber Agreements, and Subscriber use of Data.
  4. Un-redacted Subscriber Roster with current, accurate, and verifiable information for each Subscriber. Contractor may use the Subscriber Roster of their choosing, provided the Subscriber Roster is in a Microsoft Word or Excel and include all of the data field sets in the Subscriber Roster template posted online at <https://fortress.wa.gov/dol/ivipsprod/>.
    - Contractor shall maintain copies of the Subscriber Roster and notification letter sent by Subscribers for the term of the Contract and for six (6) years from termination of this Contract.
    - All Subscribers must be identified on the Subscriber Roster, even if Data is only provided to them once.
    - Contractor is responsible to ensure that Subscribers comply with Section 11 of this Contract and the Washington State law notification letter requirements. Subscriber must send a copy of the notification letters to the Contractor and copies shall be provided to DOL upon request.

## 6. **DATA CLASSIFICATION DECLARATION**

Data described in this Contract is assessed to be in the following data classification:

### **Category 4 – Confidential Information Requiring Special Handling**

**Confidential information** requiring special handling is specifically protected from disclosure by law, there are especially strict handling requirements dictated by statutes, regulations, or agreements. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions. Confidential information may include but is not limited to:

- Names and addresses (not including 5-digit zip code).
- Personal Information about individuals, regardless of how that information is obtained.
- Information concerning employee personnel records.
- Information regarding IT infrastructure and security of computer and telecommunications systems.

## 7. **ACCESS TO DATA**

### **Method of Access**

Requests for vehicle/vessel records may be made by:

- a. Online internet access to IVIPS is available on a non-guaranteed basis seven days a week (Sunday through Saturday), twenty-four (24) hours per day.
- b. In writing, including email [faxrecords@dol.wa.gov](mailto:faxrecords@dol.wa.gov) and fax 360-570-7894 (\$2.00 per record fee may apply).

### **Authorized Access to Data**

- a. Contractor shall maintain a record of those with authorized access to Data and shall complete and return to DOL with the signed Contract: Attachment B, *User Access/Change Request* (<https://fortress.wa.gov/dol/ivipsprod/ContractForms.aspx> )

- b. DOL will assign a unique Sub-account number to employees listed on User Access/Change Request. User employees must use their own unique Sub-account number to access IVIPS. User employees shall keep their Sub-account number and password confidential.

Contractor's Subscribers Accessing Electronic Data

**Contractor shall:**

- a. Contractor shall maintain an accurate, verifiable Subscriber Roster as described in Section 5 above.
- b. Provide Records and Data ONLY to persons or entities authorized under this Contract. Authorized persons and entities include: Contractor, Users, and Subscribers (if applicable).
- c. Permit access to the Contractor's computer systems solely by those of its Subscribers agreeing in writing to abide by the terms and conditions contained herein.
- d. Ensure that each person accessing data as a Subscriber is assigned unique logon and password information.
- e. Ensure that each inquiry can be tracked to the specific Subscriber and person making the inquiry.

**8. DESTRUCTION OF DATA**

- a. Contractor shall dispose of Confidential and Personal Information when information is no longer needed as part of business purpose or upon termination of Contract whichever occurs first as described in Section 6 of Attachment E, *Data Security Requirements*.
- b. **Government agencies are exempt from the requirements of this section by statute and shall adhere to their designated destruction and retention schedules.**

**9. SECURITY OF DATA**

Contractor agrees to comply with Attachment E, *Data Security Requirements*, for the duration of the Agreement as described herein and shall:

- a. Ensure that any person or entity the Contractor provides records to will comply with the same restrictions, conditions, safeguards, disclosure, and use requirements of this Contract.
- b. Report to DOL within three (3) working days of discovery of any breach, misuse, or unauthorized disclosure of Vehicle/Vessel Records.
- c. Only allow those members of its workforce with assigned User Sub-Account numbers to access IVIPS.
- d. Instruct and ensure that sharing assigned User Sub-Account numbers is strictly prohibited and may result in termination of the Contract.
- e. NOT provide screen prints from IVIPS to anyone.
- f. At DOL's discretion, Contractor may be required to hire an external independent auditor to conduct an internal audit of all Users and Subscribers. Audits must be completed within thirty (30) business days of a request and are to include but not be limited to, the review of Users and Subscriber's:
  - 1. Data protection,
  - 2. Access,
  - 3. Permissible use and appropriate use of data,
  - 4. Security measures, and
  - 5. Data recipients.

These audits shall be conducted at no cost to DOL and are solely at the Contractor's expense. The Contractor must provide DOL with copies of each audit and the results within ten (10) business days of audit completion and upon request.

**10. AUDITS**

- a. Contractor shall submit to audits conducted by DOL. All audits shall be conducted at no cost to DOL.
- b. Audits may include, and are not limited to, review of: IRLs, User Access/Change Requests, Subscriber Rosters, Subscriber Agreements, copies of notification letters, and items listed in Section 5.
- c. A breach in any term or condition of this Contract may result in a failed Audit.
- d. Three (3) failed audits will result in access termination for a period to be determined at the discretion of DOL and may result in Contract termination.
- e. Audit results may be carried forward to renewal contracts and to any assigned account numbers.
- f. Upon request, Contractor must provide DOL with copies of any internal audit results.

**11. ATTORNEY OR PRIVATE INVESTIGATOR (RCW 46.12.635),**

- a. Whenever the Contractor provides information to an Attorney or Private Investigator the releasing entity must provide notification letters, to the person the vehicle or vessel information applies, within one (1) business day, and shall also send a copy to DOL by email [vsdisclose@dol.wa.gov](mailto:vsdisclose@dol.wa.gov) or fax 360-570-7895.
- b. Whenever a Subscriber provides information to an Attorney or Private Investigator the releasing entity must provide notification letters to the person the vehicle or vessel information applies within one (1) business day, and shall also send a copy to the Contractor to be kept for six (6) years.

**NOTIFICATION**

- c. The notice must only include the information contained in the Attachment D, *Sample Notification Letter*, provided online at <https://fortress.wa.gov/dol/ivipsprod/>.
- d. **When the Contractor is an Attorney or a Private Investigator, notification letters will be mailed by DOL.** DOL reserves the right to bill Contractor for the reimbursement of costs associated with the required mailing to include, but not limited to: postage, envelopes, papers, etc.
- e. **This section (Section 11) does not apply to government entities.**

**12. DISCLAIMER**

**The records received from DOL are produced from sources believed** to be reliable. However, information provided to Contractor is on an "AS IS" basis. Content that is free and publicly available may one day be eliminated, restricted, or require a fee. Records can quickly become out-of-date and DOL does not guarantee that the records provided are error free. DOL shall not be liable for loss of any kind for any reason due to errors or information provided by DOL.

**13. CONTRACT CONTACT**

- a. The Contract Contact (Contract Manager) listed on page one (1) of this document, shall be responsible for all communications pertaining to this Contract.
- b. The Contractor is required to notify DOL in writing within three (3) business days of changes to: business name, ownership, business address, phone number, email address, Contractor Contact, Users (new Users, Users that no longer need access, or Users that leave employment and any changes to the Subscribers and Subscriber Roster.
- c. Failure to appropriately make written notification to DOL may result in access termination of IVIPS, for which DOL will not be liable, or may result in termination of this Contract.

\*\*\*\*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK\*\*\*\*

**ATTACHMENT B  
IVIPS USE AND DISCLOSURE CONTRACT USER/ACCESS REQUEST**

**It is the Contractor's responsible to:**

- a. Read and review the IVIPS Use and Disclosure Contract with each employee listed,
- b. Instruct employees not to disclose or share User Sub-Account numbers and passwords, and
- c. Notify DOL in writing within three (3) business days of any changes to the Contact information (i.e. business owner, business address, phone number, Contract Contact, employee eligibility or if an employee with access leaves employment).

**Failure to comply with the above may result in immediate access termination or termination of this Contract.**

TYPE or PRINT Business Name City of Bellevue	IVIPS Account Number 254649
---	-----------------------------

**Include ALL Current and New Users Requiring Access**

1.Type or print Employee Name Pavla Grover	User Sub-Account Number 254649
2.Type or print Employee Name Ian Tomis	User Sub-Account Number 222201
3.Type or print Employee Name Laurie Leland	User Sub-Account Number 864308
4.Type or print Employee Name	User Sub-Account Number
5.Type or print Employee Name	User Sub-Account Number
6.Type or print Employee Name	User Sub-Account Number
7.Type or print Employee Name	User Sub-Account Number
8.Type or print Employee Name	User Sub-Account Number
9.Type or print Employee Name	User Sub-Account Number
10.Type or print Employee Name	User Sub-Account Number
11.Type or print Employee Name	User Sub-Account Number
12.Type or print Employee Name	User Sub-Account Number
13.Type or print Employee Name	User Sub-Account Number
14.Type or print Employee Name	User Sub-Account Number
15.Type or print Employee Name	User Sub-Account Number
16.Type or print Employee Name	User Sub-Account Number
17.Type or print Employee Name	User Sub-Account Number
18.Type or print Employee Name	User Sub-Account Number
19.Type or print Employee Name	User Sub-Account Number
20.Type or print Employee Name	User Sub-Account Number

NOTE: This Form may be duplicated

INTRLOG-00

CR# 53283 Date: 2-2-15 PO # & Loc: 1550041.000



City of Bellevue  
Finance Department - Procurement Services  
450 110th Ave. NE. Bellevue, WA 98004

### Contract Routing Form

#### Current Contract Information:

Contract Title: WA State DOL Agreement  
 Contract Description: Access to vehicle license/ownership records  
 Total Contract Value: \$500.00  
 This Amendment Value: ~~0~~  
 Department: Civic Services - 648  
 Contract Manager: Laurie Leland  
 Contract Type: Interlocal Agreement (ILA)  
 Contract Form: Vendor contract document  
 Budget Expenditure: Expenditure Contract - Sufficient Funds  
 Maximo User: No

#### Vendor Information:

New Vendor?	No	Tax ID#:	
Vendor Name:	WA State Department of Licensing	COB License #:	
JDE Vendor Number:	209916	UBI #:	342008850
Independent Contractor?	Yes	Contractor's Lic. #:	

#### Contract Term:

Original Effective Date: 03/01/2015      End Date: 02/29/2016  
 Subject To: No Renewal

#### Council Approval:

Does this contract require council approval? No

#### Route:

		In	Out
Procurement Services:	<u>A Carlson</u>	<u>1/29/15</u>	<u>2/3/15</u>
Information Technology:	Not Required		
Legal:	<u>James Rogel</u>	<u>02/04/2015</u>	<u>2/10/15</u>
Insurance Reviewed By:	<u>[Signature]</u>	<u>2-10-15</u>	<u>2-10-15</u>
Department Director:			
Procurement Services:			
Return To:	Pavla Grover		
City Clerk's Office:	<u>M. Tomlin</u>	<u>2-2-15</u>	<u>2-12-15</u>

3/15 Executed prior to routing

## CONTRACT REVIEW CRITERIA

- | Dept.                               | PS  |
|-------------------------------------|---|
| <input type="checkbox"/>            | <input type="checkbox"/> Does the Contract Routing/Approval Form and Contract have consistent information?  |
| <input type="checkbox"/>            | <input type="checkbox"/> Is the Contract Type and template appropriate for the services performed?  |
| <input type="checkbox"/>            | <input type="checkbox"/> Are the contract values (i.e aggregate values, yearly budget totals, taxable amounts, acct. numbers, etc.) accurate?   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> Is the JDE vendor name and number accurate?  |
| <input type="checkbox"/>            | <input type="checkbox"/> Does the Company have a Bellevue Business License? If not, date Tax Office was notified? _____   |
| <input type="checkbox"/>            | <input type="checkbox"/> If the Company's Tax ID# appears to be a SS#, or if we are paying an individual, make a copy of the Routing Form and interoffice to Gail Davila in HR.                           |
| <input type="checkbox"/>            | <input type="checkbox"/> Do the Contract Start/End Dates comply with current policies (maximum 4 years unless exception noted)?   |
| <input type="checkbox"/>            | <input type="checkbox"/> Is this an amendment or renewal? If so, are the original contract #'s and values indicated?  |
| <input type="checkbox"/>            | <input type="checkbox"/> Has the Selection Method been explained in Additional Comments? Are results attached?  |
| <input type="checkbox"/>            | <input type="checkbox"/> If there is an ordinance/resolution/motion for this contract, are the date and # noted and a copy attached?  |
| <input type="checkbox"/>            | <input type="checkbox"/> Does the contractor meet requirements of the Independent Contractor Threshold question?  |
| <input type="checkbox"/>            | <input type="checkbox"/> Is Attachment "A" (Scope of Work and/or Services) attached?  |
| <input type="checkbox"/>            | <input type="checkbox"/> Is Attachment "B" (Insurance Requirements) attached?   |
| <input type="checkbox"/>            | <input type="checkbox"/> Are any additional riders required? If so, which one's? _____  |
| <input type="checkbox"/>            | <input type="checkbox"/> Does Insurer have a Best rating of A- or better?   |
| <input type="checkbox"/>            | <input type="checkbox"/> Is the Contractor identified as the insured?   |
| <input type="checkbox"/>            | <input type="checkbox"/> Does the Contractor have Commercial General Liability, Commercial Auto Liability, Worker's Compensation, and Employer's Liability/Stop Gap and special coverages as required?    |
| <input type="checkbox"/>            | <input type="checkbox"/> Are the policy expiration date(s) on the Certificate of Insurance current?   |
| <input type="checkbox"/>            | <input type="checkbox"/> Does the Contractor have a self-insured retention? Is it above \$50,000?   |
| <input type="checkbox"/>            | <input type="checkbox"/> Is the City listed as the Certificate Holder?  |
| <input type="checkbox"/>            | <input type="checkbox"/> Is the Certificate signed?   |
| <input type="checkbox"/>            | <input type="checkbox"/> Is the City of Bellevue (& contracting partners) listed as an additional insured on the Certificate of Insurance? Is the additional insured status primary and non-contributory? |
| <input type="checkbox"/>            | <input type="checkbox"/> If this contract requires the payment of Prevailing Wages, are current Wage Rates referenced in Attachment "C"?  |
| <input type="checkbox"/>            | <input type="checkbox"/> Does the Contractor have an open account with the Washington State Department of Revenue?  |
| <input type="checkbox"/>            | <input type="checkbox"/> Are the Contractor's worker's compensation premiums current?   |
| <input type="checkbox"/>            | <input type="checkbox"/> Does the Vendor have an active Professional/Contractor License with the Washington State Department of Licensing?  |
| <input type="checkbox"/>            | <input type="checkbox"/> <b>Is the Vendor on the Federal Debarred Suspended List?</b>   |

### RISK MANAGEMENT:

- Are the Insurance Requirements (Attachment B) appropriate for Scope of Work?
- Does the Contractor's Certificate of Insurance comply with the requirements?
- Are there any Limitations of Liability clauses or other risk transfer language problems that shift risk back to the City?
- Does the Hold Harmless clause include language referencing Title 51 releases?

Contract executed before routing