City Clerk's Office
Records Management

CONTRACTS & AGREEMENTS
ECM INDEX DATA

INTRLOC_00 — File Location

WA ST DEPT OF LICENSING — Vendor Name

WA ST DEPT OF LICENSING
2/28/2015

Document Type: Interlocal New
Vendor Name: WA ST DEPT OF LICENSING
PO# Location: INTRLOC-000
Effect Date: 3/1/2014
Term Date: 2/28/2015
CR#: 51133
Related CR#:
Ordinance:
Resolution:
Leg Date:
Vendor #: 209916
Description: DOL AGREEMENT - PROVIDE ACCESS TO IVIPS AND PERMITTED USE OF RECORDS PO 1450023-000

Notes:

INTRLOC_00
INTERLOCAL AGREEMENTS
12/31/2099
$00176854

Mar 13, 2014 FSU: M JDE: M SI: M ECM: M

1450023.000

CR# 51133 DATE 3/31/14 LOC INTRLOC-00 ATF 9-5-2013 Revised -10-23-2013

WASHINGTON STATE DEPARTMENT OF LICENSING

USE AND DISCLOSURE IVIPS CONTRACT AND CONTRACTOR LISTED BELOW

Account No. 254649

This Contract is made and entered into between Department of Licensing referred to as "DOL" and the Contractor listed below, hereinafter referred to as the "Contractor "or "User". **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.** Contractor understands and agrees to comply with all terms and conditions of the Contract, Attachments and documents contained herein or incorporated by reference, which are located at https://fortress.wa.gov/dol/ivipsprod/. Upon execution, this Contract sets forth in full all terms and conditions and cancels and supersedes any previous IVIPS Contract(s), including Attachments and documents.

Contract start date	Contract end date	Contract Amount
Date of Execution	February 28, 2015	$0.04 per inquiry plus $2.00 per record returned

Purpose of contract

This Contract is to provide access to IVIPS and the permitted use of records obtained.

CONTRACTOR CONTACT INFORMATION

Contractor name

City of Bellevue

Contractor's DBA and FKA

Contractor physical address	Contractor mailing address
450 110th Ave NE Bellevue WA 98004	PO Box 90012 Bellevue WA 98009

Contractor contact name	Contractor contact telephone	Contractor fax	Contractor e-mail address (required)
Laurie Leland	425-452-4366	425-452-7115	lleland@bellevuewa.gov

DEPARTMENT OF LICENSING (DOL) CONTACT INFORMATION

Administration		Division	
Vehicle/Vessel Public Disclosure		Central Operations and Resources	
DOL contact information	**DOL contact address**	**DOL contact phone**	**DOL contact e-mail**
Susan Mitchell	Department of Licensing PO Box 2957 Olympia, WA 98507	360-359-4001	vsdisclose@dol.wa.gov
Orpha Zollars		**DOL contact fax** 360-570-7895	

AUTHORITY

Revised Code Washington (RCW) 19.02; 46.12.630-640; 42.56, Washington Administrative Code (WAC) 308, the Chapter 18 USC Sec. 2721-2725 Federal Driver Privacy Protection Act (DPPA) and Executive Order 97-01, as currently written or hereafter amended.

CONTRACT INFORMATION

Required documents

The following documents are available online at https://fortress.wa.gov/dol/ivipsprod/ and are incorporated by reference:

1. Special Terms and Conditions contained herein
2. Attachment A, General Terms and Conditions (required reading and Compliance)
3. Attachment B, User Access/Change Request (to be completed and returned to DOL with signed Contract)
4. Attachment C, Information Request Log (to be maintained individually by each User and provided to DOL upon request)
5. Attachment D, Sample Notification Letter (Contractor to use per Section 10 of Contract)
6. Attachment E, Data Security Requirements(required reading and Compliance)
7. Attachment F, Destruction of Data (to be completed and returned to DOL upon termination of Contract)

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.

IN WITNESS WHEREOF, 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	Date	DOL signature	Date
Nora Johnson	2-7-14		2-13-14
Legibly print name and title		**Print name and title**	
Nora Johnson, Civic Services Dir.		**Hannah Fultz, Records Officer / Public Records Officer**	

Approved as to form:
By: _____
Assistant City Attorney

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

SPECIAL TERMS AND CONDITONS

1. **PERMITTED USE AND DISCLOSURE**

Contractor agrees that the use and disclosure of Data provided will be limited to the following:
We use vehicle information to enforce employee parking policies in two City of Bellevue employees parking lots. We record vehicles that are not in compliance with our parking policy. We then notify owners (employees) regarding any parking violations. Any license plate information that we obtain is solely used by the City of Bellevue - Employee Parking 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. **Any other uses are strictly prohibited.**

2. **FEES****

a. The fee for use of IVIPS is $0.04 (four cents) for each inquiry, including inquiries that return a "no file" or "no record found". DOL reserves the right to change the IVIPS use fees as provided by law and may do so without notice.

****Effective January 1, 2014, the following FEES are charged in addition to the IVIPS fee:**

2. ***FEES***

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. DOL reserves the right to change the fee for the use of IVIPS and may do so without notice.
c. There is an additional $2.00 (two dollar) fee for each inquiry that returns a Record. If a query returns multiple records, the contractor will only be charged the additional $2.00 (two dollar) fee for each record the contractor opens. This fee will be deposited into the highway safety account and is not retained by DOL.
d. Government entities are exempt from the $2.00 (two dollar) fee pursuant to RCW 46.12.635.
e. DOL reserves the right to increase or decrease the $2.00 (two dollar) fee without notice should a legislative amendment to RCW 46.12.635 require it.

3. **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 shall be sent to: Department of Licensing, IVIPS, PO Box 3907, Seattle, WA 98124.
b. If monthly bill totals $4.50 or less, DOL may not send a bill and may carry over the amount due to the next month's billing.
c. DOL reserves the right to require a deposit and to charge for the reimbursement of all mailing costs associated with this Contract.

4. **CONTRACTOR RESPONSIBILITY**

Contractor shall:

a. Read and comply with: the entire Contract, Terms and Conditions, all online documents, and applicable laws and statutes.
b. 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).
c. Notify DOL prior to business closure or change in legal status of business.
d. Notify all Users with IVIPS access of the use and disclosure requirements.
e. 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.
f. Ensure all Users understand requirements to:
    1. Not share their Sub Account number or password,
    2. Change passwords every 90 days,
    3. Not use the Data for personal reasons,
    4. Ensure the confidentiality and privacy of all information accessed, and
g. 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 three (3) 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.

h. 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".

i. Notify DOL in writing of any changes to contact information within three (3) working days of the change; i.e. change of: business ownership, business address, phone number, Contractor Contact, new User, or if a User no longer needs access or leaves employment.

j. Upon request, provide at no charge to DOL, the following within three (3) working 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 and an updated *Subscriber Roster* that identifies: all Subscribers, the date of Subscriber Agreements, and Subscriber use of Data.

5. 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 and is information that 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.

6. ACCESS TO DATA

6.1 *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. Telephone or in writing, including email and fax ($2.00 per record fee may apply).

6.2 *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/).
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.
c. Contractor shall maintain an accurate, verifiable Subscriber Roster formatted in Microsoft Word or Excel. The Roster must contain data sets for each Subscriber that includes:
   - Legal name and address,
   - Contact name with a current email and telephone number, and
   - Description of how each Subscriber uses Data.
d. Provide Records and Data ONLY to persons or entities authorized under this Contract. Authorized persons and entities include: Contractor, Users, and Subscribers (if applicable).

7. 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 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.

8. 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 are to include, but not be limited to, the review of Users and Subscriber's: 1) data protection, 2) access and appropriate use 3) security measures, 4) 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 thirty (30) days of audit completion and upon request.

9. 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, accuracy of Subscriber Rosters, Subscriber Agreements, and may include but not be limited to items listed in Section 4.

c. 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. An audit score of less than 90% is a failed audit and out of compliance.

d. Audit results may be carried forward to renewal contracts and to any assigned account numbers.

e. Upon request, Contractor must provide DOL with copies of any internal audit results.

f. DOL is under no obligation to provide Contractor with DOL official record of inquiries.

10. ATTORNEY OR PRIVATE INVESTIGATOR

a. Whenever the Contractor gives information to an Attorney or Private Investigator the Contractor shall provide notification letters, within one (1) business day, to person the vehicle or vessel information applies and send a copy to DOL (RCW 46.12.635). Copies sent to DOL shall be addressed to the DOL Contact, listed on page one (1) of this document.

****NOTIFICATION**

b. The notice must only include the information contained in the Attachment D-1, *Sample Notification Letter*, provided online at https://fortress.wa.gov/dol/ivipsprod/. DO NOT USE this letter after December 31, 2013.

****Effective January 1, 2014, the Section 10. - NOTIFICATION will change to the following:**

b. The notice must only include the information contained in the Attachment D-2, *Sample Notification Letter*, provided online at https://fortress.wa.gov/dol/ivipsprod/. Failure to use the correct notification letter template is considered a violation of this Contract and RCW 46.12.635 and this Contract may be subject to termination.

c. **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.

d. ☒ This section (Section 10) does not apply to government entities.

11. 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.

12. CONTRACT CONTACT

a. The Contract Contact (Contract Manager) listed on page 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 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.

REVISED 10-9-2013

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

It is the Contractor's responsibility 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 termination of this Contract.

TYPE or PRINT Business Name	IVIPS Account Number	
City of Bellevue	***254649***	
Business Address 450 110th Ave NE		
City Bellevue	State WA	ZIP Code ***98004***
Contact Name ***Laurie Leland***	Contact (Area Code) Telephone Number 425-452-4366	

User Access

1.Type or print Employee Name ***Pavla Grover***	☑ Add ☐ Remove	User Sub-Account Number 254649
2.Type or print Employee Name ***Ian Toms***	☑ Add ☐ Remove	User Sub-Account Number 227201
3.Type or print Employee Name ***Laurie Leland***	☑ Add ☐ Remove	User Sub-Account Number 864308
4.Type or print Employee Name	☐ Add ☐ Remove	User Sub-Account Number
5.Type or print Employee Name	☐ Add ☐ Remove	User Sub-Account Number
6.Type or print Employee Name	☐ Add ☐ Remove	User Sub-Account Number
7.Type or print Employee Name	☐ Add ☐ Remove	User Sub-Account Number
8.Type or print Employee Name	☐ Add ☐ Remove	User Sub-Account Number
9.Type or print Employee Name	☐ Add ☐ Remove	User Sub-Account Number
10.Type or print Employee Name	☐ Add ☐ Remove	User Sub-Account Number
11.Type or print Employee Name	☐ Add ☐ Remove	User Sub-Account Number
12.Type or print Employee Name	☐ Add ☐ Remove	User Sub-Account Number
13.Type or print Employee Name	☐ Add ☐ Remove	User Sub-Account Number
14.Type or print Employee Name	☐ Add ☐ Remove	User Sub-Account Number
15.Type or print Employee Name	☐ Add ☐ Remove	User Sub-Account Number

Update for User Names Changes (i.e. if some get married)

Type or print Current Employee Name	Updated Employee Name	User Sub-Account Number
Type or print Current Employee Name	Updated Employee Name	User Sub-Account Number
Type or print Current Employee Name	Updated Employee Name	User Sub-Account Number

Signature of Contractor Contact	Effective date
x	2.7.14

NOTE: This Form may be duplicated

Approved as to form:
By: _____
Assistant City Attorney

CR#_____ Date: 3-13-14 PO # & Loc: 1450023.000

Pls Rush!

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 Estimated
This Amendment Value:	0
Department:	Civic Services - 648
Contract Manager:	Laurie Leland
Contract Type:	ILA
Contract Form:	Vendor contract document
Budget Expenditure:	Expenditure
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. #:**	n/a

Contract Term:

Original Effective Date:	03/01/2014	**End Date:**	02/28/2015 Actual
Subject To:	No Renewal		

Council Approval:

Does this contract require council approval? No

Route:		**In**	**Out**
Procurement Services:	A Carlson	2/4/14	2/4/14
Information Technology:	Not Required		
Legal:	Jerome Roache	2/4/14	2/6/14
Insurance Reviewed By:	[illegible]	2/6/14	2/6/14
Department Director:	[illegible]	2.7.14	2.7.14
Procurement Services:	A Carlson	2/10/14	2/10/14
Return To:	Laurie Leland		
City Clerk's Office:	M. Tornoo	3-13-14	3-13-14

CONTRACT REVIEW CRITERIA

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

Risk to Review

Not NA

RISK MANAGEMENT:

NA

- ☐ 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?