
Council Bill Number: 117358

Ordinance Number: 123783

AN ORDINANCE relating to the regulation of limousines; authorizing the Director of Finance and Administrative Services to enforce state limousine laws; adopting local laws regulating limousines consistent with state limousine laws; authorizing a cooperative agreement with the Washington Department of Licensing for the enforcement of limousine laws and regulations; creating a new Chapter 6.320 in the Seattle Municipal Code; amending the 2012 budget; and ratifying and confirming certain prior acts; all by a three-fourths vote of the City Council.

Status: Passed

Note: Originally referred to Seattle Public Utilities and Neighborhoods Committee on 7/18/11.

Vote: 8-0 (Excused: Rasmussen)

Date filed with the City Clerk: 2011/12/19

Date of Mayor's signature: 2011/12/14 ([about the signature date](#))

Date introduced/referred to committee: 2011/11/28

Committee: Finance and Budget

Sponsor: GODDEN

Committee Recommendation: Pass

Date of Committee Recommendation: 2011/12/06

Committee Vote: 4 (Godden, Burgess, Licata, O'Brien) - 0

Index Terms: RELIGIOUS-INSTITUTIONS, HOMELESS, LAND-USE-REGULATIONS, ZONING, PUBLIC-REGULATIONS, CAMPS

Fiscal Note: [Fiscal Note to Council Bill No. 117358](#)

Electronic Copy: [PDF scan of Ordinance No. 123783](#)

Reference: Related: [C.F. 311196](#)

Text:

ORDINANCE _____

AN ORDINANCE relating to the regulation of limousines; authorizing the Director of Finance and Administrative Services to enforce state limousine laws; adopting local laws regulating limousines consistent with state limousine laws; authorizing a cooperative agreement with the Washington Department of Licensing for the enforcement of limousine laws and regulations; creating a new Chapter 6.320 in the Seattle Municipal Code; amending the 2012 budget; and ratifying and confirming certain prior acts; all by a three-fourths vote of the City Council.

WHEREAS, privately operated limousine transportation service is a vital part of the transportation system and provides prearranged transportation services to residents, tourists, and out-of-town business people; and

WHEREAS, the safety, reliability, and stability of privately operated limousine transportation services are matters of statewide importance; and

WHEREAS, the regulation of privately operated limousine transportation services is an essential governmental function; and

WHEREAS, in 2011 the State of Washington enacted Substitute Senate Bill 5502 (SSB 5502) which authorizes a city with a population of 500,000 or more to enter into cooperative agreements with the Washington Department of Licensing for the purpose of enforcing state laws or rules applicable to limousine carriers and chauffeurs; and

WHEREAS, this power to enforce includes the right to adopt local limousine laws by city ordinance that are consistent with Chapter 46.72A RCW and the right to impose monetary penalties by civil infraction as provided in that Chapter; and

WHEREAS, SSB 5502 provides that a cooperative agreement must contain the following specific authority and limitations to city enforcement: (a) City enforcement officers may conduct street enforcement activity consistent with this Chapter 46.72A RCW; (b) City enforcement officers may conduct inspections of limousines to verify compliance with limousine standards adopted by rule by the department and, if the carrier requests, conduct annual limousine vehicle inspections in lieu of an inspection conducted by the Washington State Patrol. The city may receive all limousine inspection or reinspection fees for inspections conducted by city enforcement officers; (c) A city may require that any limousine carrier dispatching a limousine to pick up passengers within the incorporated area of the city to maintain on file with the city insurance documents that meet the requirements adopted by rule by the Department of Licensing. The city may issue civil infractions to carriers and summarily suspend limousine vehicle certificates for failure to maintain on file valid insurance documents with the city; and

WHEREAS, SSB 5502 further provides that a cooperative agreement with the Department of Licensing for delegated enforcement must specify the schedule and amount of funds derived from limousine carrier licenses, limousine vehicle certificates, and chauffeur license fee revenue to be provided to the city to allow the city to provide the agreed upon level of enforcement. In addition, the cooperative agreement must restrict the fee revenue use by a city to the costs of enforcing state laws or rules applicable to limousine carriers and chauffeurs; and

WHEREAS, it is imperative that the City of Seattle enter into a cooperative agreement with the Department of Licensing in order to enforce limousine laws and regulations for the safety, reliability, cost-effectiveness, economic viability and stability of limousine, privately-operated for-hire vehicle, and taxicab services within The City of Seattle; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. A new Chapter 6.320 is added to the Seattle Municipal Code as follows:

6.320 LIMOUSINES

Section 2. A new section 6.320.005 is added to the Seattle Municipal Code as follows:

6.320.005 Definitions

For the purposes of this Chapter, and unless the context plainly requires otherwise, the following definitions apply:

- A. "Chauffeur" means any person with a valid Washington state driver's license and authorized by the department of licensing to drive a limousine as defined in Chapter 46.04 RCW.
- B. "Department of licensing" means the Washington department of licensing unless a different department is specified.
- C. "Director" means the Director of Finance and Administrative Services or his or her authorized representative unless the director of a different department of government is specified.
- D. "Limousine" means a category of for hire, chauffeur- driven, unmetered, unmarked luxury motor vehicles that meet one of the following definitions:
 - 1. "Stretch limousine" means an automobile with a seating capacity of not more than 12 passengers behind the driver,

and a maximum wheelbase of 285 inches. The wheelbase has been factory or otherwise altered beyond the original manufacturer's specifications and meets standards of the United States Department of Transportation. The automobile is equipped with amenities in the rear seating area not normally found in passenger cars. These amenities may include, but are not limited to, a television, musical sound system, telephone, ice storage, power-operated dividers, or additional interior lighting. Rear tailgates or hatches are not to be used as a primary door for loading or unloading passengers. The term "stretch limousine" excludes trucks, auto transportation companies, excursion buses, charter buses, minibuses, vehicles regulated under Chapter 81.66 RCW, taxicabs, executive sedans, executive sport utility vehicles, stretch sport utility vehicles, funeral home vehicles, station wagons, executive vans, vans, minivans, and courtesy vans.

2. "Executive sedan" means a four-door sedan automobile having a seating capacity of not more than three passengers behind the driver and a minimum wheelbase of 114.5 inches. An executive sedan is equipped with standard factory amenities, and the wheelbase may not be altered. The term "executive sedan" excludes trucks, auto transportation companies, excursion buses, minibuses, charter buses, vehicles regulated under Chapter 81.66 RCW, taxicabs, stretch limousines, executive sport utility vehicles, stretch sport utility vehicles, funeral home vehicles, station wagons, executive vans, vans, minivans, and courtesy vans.

3. "Executive van" means a van, minivan, or minibus having a seating capacity of not less than seven passengers and not more than 14 passengers behind the driver. The term "executive van" excludes trucks, auto transportation companies, excursion buses, charter buses, vehicles regulated under Chapter 81.66 RCW, taxicabs, stretch limousines, executive sedans, executive sport utility vehicles, stretch sport utility vehicles, funeral home vehicles, station wagons, and courtesy vans.

4. "Classic car" means a fine or distinctive, American or foreign automobile that is thirty years old or older.

5. "Executive sport utility vehicle" means an automobile with a seating capacity of not less than three passengers and not more than six passengers behind the driver, and a minimum wheelbase of 116 inches that has not been altered. Rear tailgates or hatches are not to be used as a primary door for loading or unloading passengers. The term "executive sport utility vehicle" excludes trucks, auto transportation companies, excursion buses, minibuses, charter buses, vehicles regulated under Chapter 81.66 RCW, taxicabs, stretch limousines, executive sedans, stretch sport utility vehicles, funeral home vehicles, station wagons, executive vans, vans, minivans, and courtesy vans.

6. "Stretch sport utility vehicle" means an automobile with a seating capacity of not more than 14 passengers behind the driver or a total of 15 occupants including the driver and a maximum wheelbase of 325 inches that has been factory or otherwise altered beyond the original manufacturer's specifications and meets standards of the United States Department of Transportation. The automobile is equipped with amenities in the rear seating area not normally found in passenger cars. These amenities may include, but are not limited to, a television, musical sound system, telephone, ice storage, power-operated dividers, or additional interior lighting. Rear tailgates or hatches are not to be used as a primary door for loading or unloading passengers. The term "stretch sport utility vehicle" excludes trucks, auto transportation companies, excursion buses, minibuses, charter buses, vehicles regulated under Chapter 81.66 RCW, taxicabs, stretch limousines, executive sedans, executive sport utility vehicles, funeral home vehicles, station wagons, executive vans, vans, minivans, and courtesy vans.

E. "Limousine carrier" means a person engaged in the transportation of a person or group of persons, who, under a single contract, acquires, on a prearranged basis, the use of a limousine to travel to a specified destination or for a particular itinerary. The term "prearranged basis" refers to the manner in which the carrier dispatches vehicles.

F. "Master business license" has the same meaning as defined in RCW 19.02.020.

G. "Person or persons" means an individual, a corporation, association, joint stock association, partnership, limited liability partnership or limited liability company, or their lessees, trustees, or receivers.

H. "Vehicle certificate" means a limousine vehicle certificate required under RCW 46.72A.050 and issued by the department of licensing.

Section 3. A new section 6.320.010 is added to the Seattle Municipal Code as follows:

6.320.010 Authority to enforce law, cooperative agreement

The Director shall enforce the provisions of this Chapter 6.320 and Chapter 46.72A RCW, provided that there is in effect an agreement between the City and the Washington department of licensing for the enforcement of limousine laws and regulations by the City, duly executed and approved by ordinance.

The Director shall:

1. Conduct street enforcement activity as provided in this Chapter 6.320 and consistent with Chapter 46.72A RCW;
2. Conduct inspections of limousines to verify compliance with limousine standards adopted by rule by the department of licensing and, if the carrier requests, conduct annual limousine vehicle inspections in lieu of an inspection conducted by the Washington state patrol, as provided in Section 6.320.030;
3. Issue notices of infraction in accordance with Chapter 7.80 RCW for infractions specified in this Chapter 6.320 and in Chapter 46.72A RCW;
4. Require limousine carriers to submit, and maintain on file with the Director, valid insurance documents for every limousine vehicle that operates in the city limits of Seattle in accordance with Section 6.320.050;
5. Have full authority to enforce this Chapter 6.320, including the authority to issue citations or make arrests for violations of this Chapter, in accordance with the provisions of Chapter 6.202.

Section 4. A new section 6.320.020 is added to the Seattle Municipal Code as follows:

6.320.020 Prearrangement of services

- A. Contact by a customer or customer's agent to engage the services of a carrier's limousine must be initiated by a customer or customer's agent at a time and place different from the customer's time and place of departure. The fare for service must be agreed upon prior to departure. Under no circumstances may customers or customers' agents make arrangements to immediately engage the services of a carrier's limousine with the chauffeur, even if the chauffeur is an owner or officer of the company with the single exception of stand-hail limousines only at a facility owned and operated by a port district in a county with a population of one million or more that are licensed and restricted by the rules and policies set forth by the port district.
- B. At the time of the conduct of the commercial limousine business, the chauffeur of a limousine and the limousine carrier business must possess written or electronic records substantiating the prearrangement of the carrier's services for any customer carried for compensation, except for vehicles meeting the requirements of the exception for stand-hail limousines described in subsection A of this section. Limousine carriers and limousine chauffeurs operating as an independent business must list a physical address on their master business license where records substantiating the prearrangement of the carrier's services may be reviewed by an enforcement officer. A limousine carrier must retain these records for a minimum of one calendar year, and failure to do so is a class 3 civil infraction against the carrier for each record that is missing or fails to include all of the information described in rules adopted under subsection D of this section.
- C. Limousine carriers and limousine chauffeurs operating as an independent business must list a telephone or pager number that is used to prearrange the carrier's services for any customer carried for compensation.
- D. The failure of a chauffeur who is operating a limousine to immediately provide, on demand by an enforcement officer, written or electronic records required by the department of licensing substantiating the prearrangement of the carrier's services for any customer carried for compensation, except for limousines meeting the requirements of the exception for stand-hail limousines described in subsection A of this section, is a class 2 civil infraction and is subject

to monetary penalties under Chapter 7.80.120 RCW. It is a class 1 civil infraction for a repeat offense under this subsection during the same calendar year.

Section 5. A new Section 6.320.030 is added to the Seattle Municipal Code as follows:

6.320.030 Vehicle inspections, fees

The Director shall conduct random limousine vehicle inspections in conjunction with limousine regulation enforcement activities, provided that the inspection criteria and fees are substantially the same regardless of the authority conducting the inspection. Random limousine vehicle inspections shall not be conducted while the limousine contains customers. The Director shall, if the carrier requests, conduct annual limousine vehicle inspections in lieu of an inspection conducted by the Washington state patrol. The Director shall impose annual vehicle inspection fees and re-inspection fees. A carrier shall pay the reinspection fee if a limousine fails inspection for compliance with vehicle standards and is reinspected. If the limousine passes the first reinspection within 30 days of failing the original inspection, all of the reinspection fee shall be refunded to the carrier. However, refunds shall not be available for subsequent reinspections. While a limousine is licensed by the department of licensing for commercial limousine use, failure to comply with vehicle inspection standards, established by the department of licensing by rule, is a class 3 civil infraction against the carrier, with monetary penalties against the carrier as specified in Chapter 7.80.120 RCW, for each violation of a safety requirement. It is a class 4 civil infraction for each violation of other vehicle standards, with monetary penalties against the carrier as specified in Chapter 7.80.120 RCW, and the limousine vehicle certificate must be summarily suspended until safety violations of vehicle standards are corrected and the limousine is reinspected.

Section 6. A new section 6.320.040 is added to the Seattle Municipal Code as follows:

6.320.040 Licenses required

A. No limousine carrier may operate a limousine upon the highways of the City of Seattle without first being properly registered as a business in Washington and having been issued a unified business identifier.

B. In addition, a limousine carrier shall obtain from the department of licensing a limousine carrier license for the business and a limousine vehicle certificate for each limousine operated by the carrier. The limousine carrier license and limousine vehicle certificates must be renewed through the department of licensing annually or as may be required by the department. The department of licensing shall establish by rule the procedure for obtaining, and the fees for, the limousine carrier license and limousine vehicle certificate subject to the limitations specified in Chapter 46.72A.120 RCW. It is a class 1 civil infraction, with monetary penalties against the carrier as specified in Chapter 7.80.120 RCW, for each day that a limousine is operated without a valid limousine carrier license or valid limousine vehicle certificate required under this subsection.

Section 7. A new Section 6.320.050 is added to the Seattle Municipal Code as follows:

6.320.050 Insurance

Any limousine carrier dispatching a limousine to pick up passengers within the incorporated area of the city shall maintain on file with the Director insurance documents that meet the requirements adopted by rule by the department of licensing. The Director shall issue civil infractions to carriers and summarily suspend limousine vehicle certificates for failure to maintain on file valid insurance documents with the Director.

Failure to file and maintain in effect the insurance required under this section is a gross misdemeanor and the limousine vehicle certificate shall be summarily suspended. It is a class 1 civil infraction, with monetary penalties against the carrier as specified in Chapter 7.80.120 RCW, for each day that a carrier operates a limousine with a summarily suspended limousine vehicle certificate.

Section 8. A new section 6.320.060 is added to the Seattle Municipal Code as follows:

6.320.060 Soliciting and advertising

A. No limousine carrier may advertise without listing the carrier's unified business identifier issued by the department of licensing in the advertisement and specifying the type of service offered as provided in Chapter 46.04.274 RCW. No limousine carrier may advertise or hold itself out to the public as providing taxicab transportation services.

B. All advertising, contracts, correspondence, cards, signs, posters, papers, and documents that show a limousine carrier's name or address shall list the carrier's unified business identifier and the type of service offered. The alphabetized listing of limousine carriers appearing in the advertising sections of telephone books or other directories and all advertising that shows the carrier's name or address must show the carrier's current unified business identifier.

C. Advertising in the alphabetical listing in a telephone directory need not contain the carrier's certified business identifier.

D. It is a violation, subject to a fine of up to \$5,000 per violation, for a person to

1. Falsify a unified business identifier or use a false or inaccurate unified business identifier;
2. Fail to specify the type of service offered;
3. Advertise or otherwise hold itself out to the public as providing taxicab transportation services in connection with a solicitation or identification as an authorized limousine carrier; or
4. Conduct commercial limousine business without a valid limousine carrier license or valid limousine vehicle certificate as required under this Chapter, unless licensed as a charter party carrier under Chapter 81.70 RCW.

E. If the basis for the violation is advertising, each advertisement reproduced, broadcast, or displayed via a particular medium constitutes a separate violation.

F. In deciding the amount of penalty to be imposed per violation, the Director shall consider the following factors:

1. The carrier's willingness to comply with the department of licensing's rules under this Chapter; and
2. The carrier's history with respect to compliance with this section.

G. It is a class 1 civil infraction, with monetary penalties against the chauffeur as specified in Chapter 7.80.120 RCW, for a chauffeur to:

1. Solicit or assign customers directly or through a third party for immediate, nonprearranged limousine service pick up as described in subsection 6.320.020.A; or
2. Offer payment to a third party to solicit customers for limousine service pick up without current copies of a written contract regarding such services on file at the third party's business. Copies of the current written contract must be stored and made available on both the third party's and limousine carrier's business premises. Limousine vehicles engaged in the services detailed in the contract must carry a certificate verifying existence of a current contract between the parties. The certificate must contain a general description of the agreement, including initial and expiration dates. A written contract may not allow for immediate, nonprearranged limousine service pick up.

H. It is a class 1 civil infraction, with monetary penalties against the individual as specified in Chapter 7.80.120 RCW, for an individual to:

1. Accept payment to solicit or assign customers on the behalf of a chauffeur for immediate, nonprearranged limousine service pick up as described in subsection 6.320.020.A; or

2. Accept payment to solicit customers for limousine service pick up without current copies of a written contract regarding such services on file at the third party's business. Copies of the current written contract must be stored and made available on the third party's business premises and in any limousine engaged in the services detailed in the contract. A written contract may not allow for immediate, nonprearranged limousine service pick up.

Section 9. A new section 6.320.070 is added to the Seattle Municipal Code as follows:

6.320.070 Chauffeur qualifications

A. The limousine carrier shall, before a chauffeur operates a limousine, provide proof in a form approved by the department of licensing to the Director that each chauffeur hired to operate a limousine meets the following criteria administered or monitored by the department of licensing or an authority approved by the department:

1. Is at least 21 years of age;
2. Holds a valid Washington state driver's license;
3. Has successfully completed a training course approved by the department;
4. Has successfully passed a written examination which, to the greatest extent practicable, the department of licensing must administer in the applicant's language of preference;
5. Has successfully completed a background check performed by the Washington state patrol or a credentialing authority approved by the department of licensing that meets standards adopted by rule by the department;
6. Has passed an initial test and is participating in a random testing program designed to detect the presence of any controlled substances determined by the department of licensing;
7. Has a satisfactory driving record that meets moving accident and moving violation conviction standards adopted by rule by the department of licensing; and
8. Has submitted a medical certificate certifying the individual's fitness as a chauffeur. Upon initial application and every two years thereafter, a chauffeur must file a physician's certification with the limousine carrier validating the individual's fitness to drive a limousine. The department of licensing shall determine by rule the scope of the examination and standards for denial based upon the chauffeur's physical examination. The director of the department of licensing may require a chauffeur to undergo an additional controlled substance test or physical examination if the chauffeur has failed a controlled substance test or his or her physical fitness has been called into question.

B. The limousine carrier shall keep on file and make available for inspection all documents required by this section.

Section 10. A new section 6.320.080 is added to the Seattle Municipal Code as follows:

6.320.080 Unprofessional conduct

A. The Director may impose any of the sanctions specified in Chapter 18.235.110 RCW for unprofessional conduct as described in Chapter 18.235.130 RCW or if one of the following is true of a chauffeur hired to drive a limousine, including where such a chauffeur is also the carrier:

1. The person has been convicted of an offense of such a nature as to indicate that he or she is unfit to qualify as a chauffeur;
2. The person is guilty of committing an offense for which mandatory revocation of a driver's license is provided by law;

3. The person has been convicted of vehicular homicide or vehicular assault;
4. The person is intemperate or addicted to narcotics; or
5. The person, while participating in a random testing program designed to detect the presence of any controlled substances determined by the department of licensing under Chapter 46.72A.090 RCW, is found to have taken one of the controlled substances determined by the department of licensing without a valid and current prescription from a licensed physician.

Section 11. A new section 6.320.090 is added to the Seattle Municipal Code as follows:

6.320.090 Deposit of civil infractions and fines

- A. Notwithstanding any other provision of law, all receipts from each civil infraction and violation imposed by this Chapter must be deposited into the limousine carriers account created in the state treasury. Moneys in the account must be spent only after appropriation.
- B. Expenditures from the account may be used only for regulation and enforcement under this Chapter, including regulation and enforcement through the cooperative agreement described in Section 6.320.010.

Section 12. A new Section 6.320.100 is added to the Seattle Municipal Code as follows:

6.320.100 Rules and Fees

The Director may adopt and enforce such rules, including the setting of annual inspection fees and reinspection fees, as may be consistent with and necessary to carry out this Chapter. The fees shall be used for the administration of this Chapter.

Section 13. A new section 6.320.110 is added to the Seattle Municipal Code as follows:

6.320.110 Unlicensed operation

- A. Except as provided in subsection B of this Section 6.320.040, a limousine carrier who operates a vehicle without first having received a vehicle certificate as required by Chapter 46.72A RCW is guilty of a misdemeanor. B. A second or subsequent offense is a gross misdemeanor.

Section 14. A new section 6.320.120 is added to the Seattle Municipal Code as follows:

6.320.120 Construction

The several provisions of Chapter 6.320 are declared to be separate and severable and the invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance, or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of this ordinance or the validity of its application to other persons or circumstances. The provisions of Chapter 6.320 shall further be construed to be consistent with Chapter 46.72A RCW, and in the event any provisions of Chapter 6.320 is found to be in conflict, Chapter 46.72A RCW shall control.

Section 15. Pursuant to Substitute Senate Bill 5502 (Chapter 374, 2011 Washington Session Laws) the Director of Finance and Administrative Services or his designee is authorized to execute a cooperative agreement with the Washington Department of Licensing for the enforcement of limousine laws and regulations, substantially in the form of Exhibit 1.

Section 16. In order to pay for necessary costs and expenses incurred or to be incurred in 2012, but for which insufficient appropriations were made due to causes that could not reasonably have been foreseen at the time the 2012

Budget was adopted, appropriations for the following items in the 2012 Budget are increased from the funds shown, as follows:

Item	Fund	Department	Budget Control Level	Amount
16.1	Finance and Administrative Services Fund (50300)	Department of Finance and Administrative Services	Revenue and Consumer Protection (A4530)	\$36,725
Total				\$36,725

Section 17. Any act consistent with the authority of this ordinance taken prior to its effective date is hereby ratified and confirmed.

Section 18. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by a 3/4 vote of all the members of the City Council the ____ day of _____, 2011, and signed by me in open session in authentication of its passage this

____ day of _____, 2011.

President _____ of the City Council

Approved by me this ____ day of _____, 2011.

Michael McGinn, Mayor

Filed by me this ____ day of _____, 2011.

Monica Martinez Simmons, City Clerk

(Seal)

Exhibit 1: Interagency Agreement Between Washington State Department of Licensing and City of Seattle.

INTERAGENCY AGREEMENT

BETWEEN

WASHINGTON STATE DEPARTMENT OF LICENSING

AND

CITY OF SEATTLE

This Cooperative Agreement (Agreement) is entered into by and between the Washington State Department of Licensing (State) and the City of Seattle, a municipal corporation, acting by and through the Department of Finance and Administrative Services (City) and is issued pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

The intent of this Agreement is to promote an effective and lasting relationship between the parties, leading to optimal enforcement of limousine regulations. The State and the City recognize that the core element for success of this joint enforcement venture will be the continued cooperative relationship between the parties. The parties will build cooperation through sharing data, supporting each other's enforcement actions, co-developing best practices and working together as partners to achieve common goals. It is through this cooperative relationship that the State and the City will best protect the security and interests of people living, working or traveling in the Seattle area of Washington State.

1. PURPOSE

RCW 46.72A, as amended by the 2011 Washington State Legislature, allows the State to contract with a city with a population of 500,000 or more to locally enforce state limousine regulations. Through this cooperative Agreement, the City will enforce state limousine regulations within its boundaries.

2. STATEMENT OF WORK

The parties to this Agreement shall furnish the necessary personnel, equipment, materials and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth in Attachment A attached and incorporated herein.

3. PERIOD OF PERFORMANCE

Subject to its other provisions, the initial period of performance for this Agreement is two (2) years, commencing on January 1, 2012, and ending on December 31, 2013. The parties may amend this Agreement through a properly executed amendment to include renewal with options to extend in no longer than two (2) year increments, unless terminated sooner as provided in this Agreement.

In order to request an extension of the period of performance, the State must receive a newly completed and signed Vehicle/Vessel Disclosure Agreement Application (available at the State website www.dol.wa.gov) from the City at least forty-five (45) calendar days prior to the expiration date of this Agreement or any extension.

4. DEFINITIONS

As used throughout this Agreement, the following terms shall have the meanings set forth below:

- a. Agent means one who is authorized to act for or in place of another; a representative.

- b. Agreement means a mutual understanding between parties about their relative rights and duties regarding performance.
- c. Amendment means a written revision or addition to the Agreement that has been signed by both parties.
- d. Assignment means the transfer of rights, responsibilities, or property.
- e. City Fiscal Year means the period of time between January 1 and December 31 (i.e. City Fiscal Year 2012 begins January 1, 2012 and ends December 31, 2012).
- f. Confidential Information means information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes and data defined as more sensitive than "public" and requires security protection. Confidential Information includes, but is not limited to: vehicle legal owner, social security numbers, credit card information, driver license numbers, Personal Information, law enforcement records, agency security data, and banking profiles.
- g. Contract shall also mean Agreement.
- h. Contract Manager means the representative identified in the text of the Agreement who is delegated the authority to administer the Agreement.
- i. Data means information shared in the context of this Agreement.
- j. Default means a failure to perform a contractual obligation.
- k. Dispute means a conflict between parties.
- l. Legal Owner means the party listed as a legal owner of a vehicle, and includes their name, address, city, state, and five (5) digit zip code.
- m. Memo of Understanding (MOU) means a document from the State describing a bilateral agreement between parties. An MOU does not need signatures of both parties, and typically is used to document minor changes in a contract that do not impact the statement of work and therefore do not require an Amendment (i.e. change in Contract Manager).
- n. Personal Information means information identifiable to any person, including, but not limited to, information that relates to a person's name, finances, education, business, use or receipt of government services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying number or personal health information, any financial identifiers, and other information that may be exempt from disclosure to the public or other unauthorized persons under either RCW 42.56 or other state and federal statutes.
- p. RCW means the Revised Code of Washington. All references in this document to RCW chapters or sections shall include any successors, amended, or replacement statutes. RCWs may also be called "laws".
- q. Registered Owner means the party listed as a registered owner of a vehicle, and includes their name, address, city, and state, and excludes their five (5) digit zip code.
- r. State Fiscal Year means the period of time between July 1 and June 30 (i.e. State Fiscal Year 2012 begins July 1, 2011, and ends June 30, 2012).
- s. Subcontractor means one not in the employment of a party to this Agreement, who is performing all or part of those services under this Agreement under a separate contract with a party to this Agreement. The terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) in any tier.
- t. WAC means the Washington Administrative Code. All references in this document to WAC chapters or sections shall

include any successors, amended, or replacement statutes. WACs may also be called "rules" or "regulations".

5. COMPENSATION

Pending legislative appropriation, compensation for the work provided in accordance with this Agreement has been established under the terms of Chapter 39.34 RCW. The local government fiscal note submitted for 2011 SSB 5502 indicates a minimum need by the City of \$160,000 per City Fiscal Year to provide effective enforcement of limousine regulations within the City. However, the parties have agreed that the State will reimburse the City up to \$130,000 per City Fiscal Year beginning January 1, 2012, provided that the City shall not be obligated to incur more costs than it receives in reimbursement from the State for the City's enforcement of the limousine laws and rules under this agreement, and the State shall not be obligated to pay more than the agreed-upon amount of \$130,000 per City Fiscal Year. This compensation shall come from funds derived from limousine carrier license and limousine vehicle certificate fee revenue, and shall be restricted to use by the City for costs of enforcing state laws and regulations relating to limousine carriers, vehicles and chauffeurs.

The parties agree that the State shall not be responsible for any additional costs or expenses incurred by the City in the performance of work described in this Agreement, which additional costs include but are not limited to travel, lodging, meals, and other miscellaneous expenses otherwise incurred by the City. Compensation shall not exceed the amount described herein regardless of hours worked or other expenses.

6. DUPLICATION OF BILLED COSTS

The City shall not bill the State for services performed under this Agreement, and the State shall not pay the City, if the City is entitled to payment or has been or will be paid by any other source, including grants, for that service.

7. FUNDING CONTINGENCY

In the event funding or revenue collections from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the work in this Agreement, the State or City may:

- a. Terminate this Agreement with 60 days advance notice. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- b. Renegotiate the terms of the Agreement under those new funding limitations and conditions.
- c. Pursue such other alternative as the parties mutually agree to in writing.

8. CONFIDENTIALITY AND SAFEGUARDING OF CONFIDENTIAL INFORMATION

To the extent consistent with Washington State law, each party shall maintain all information which the other party specifies in writing as Confidential Information. Each party shall have an appropriate Agreement with its employees and Subcontractors to this effect.

The City shall not use or disclose Confidential Information in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. The City agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of Confidential Information.

To protect State vehicle Data, the City agrees to only use it for purposes authorized by the following state and federal laws: Revised Code Washington (RCW) 46.12.630, 46.12.635, 46.12.640, 42.56.070; Washington Administrative Code (WAC) 308- 93.087-089, WAC 308-10, WAC 308-10-45; Chapter 18 USC Sec. 2721 -2725 Driver Privacy Protection Act (DPPA); and Executive Order 97-01, as currently written or hereafter amended.

Each party shall protect Confidential Information collected, used, or acquired in connection with this Agreement, against unauthorized use, disclosure, modification or loss. Each party shall ensure their directors, officers, employees, Subcontractors or agents use it solely for the purposes of accomplishing the services set forth in this Agreement. Each party and their Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons without the express written consent of the other party or as otherwise authorized by law. Each party agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure.

The State reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used or acquired by the City through this Agreement.

The City shall notify the State immediately after becoming aware of any unauthorized access, use or disclosure. The City agrees to defend, protect and hold harmless the State for any damages related to unauthorized use or disclosure by their officers, directors, and employees, Subcontractors or agents.

The City shall provide right of access to the State or any of its officers or agents upon reasonable notice, to inspect the system by which the City maintains such information. Should the State have reason to believe that the City is not properly safeguarding, using, or disclosing State records, the State shall take the following actions:

1. Provide notice to the City that details each issue the State has determined to be problematic along with a method the State considers to be appropriate to remedy the issue.
2. Provide the City at least thirty (30) days to cure such issue(s), provided, however, that if the cure requires the discipline of any employee or Subcontractor, the period of cure shall be extended to include any appeal or other process required by law or collective bargaining agreement.
3. If the City fails to cure to the State's satisfaction, the State has the option to terminate dissemination of the State's records and information to the City until the City provides sufficient security for the State's records. The State must provide twenty (20) days notice to the City that it will terminate dissemination of the State's records.
4. If the State terminates dissemination of records to the City, the City may seek remedies through the Dispute process outlined in this Agreement.

Any breach of this clause by the City may result in termination of the Agreement, suspension of any on-line access accounts and the demand for return of all Confidential Information provided that termination of this Agreement shall be subject to the provisions of paragraph 28 of this Agreement.

9. DATA DISPOSITION

The City shall certify destruction of all data sets as described herein upon expiration or termination of this Agreement (Reference: Attachment B Certification of Data Disposition) and shall retain no copies, subject, however, to the provisions of this Agreement, and provided further, that the City shall not be required to destroy any data in violation of Chapter 40.14 RCW. Data shall be destroyed so it cannot be recovered in any way.

If the parties mutually determine that destruction is not feasible, the City shall not use the Confidential Information in a manner other than those permitted or authorized by state and federal laws. Mutual determination of such shall be documented as described in a Memo of Understanding.

10. CERTIFICATION OF DATA SECURITY

The City shall send a signed original Certification of Data Security to the State's Contract Manager with the signed Agreement. Attachment C Certification of Data Security is a written verification the City has met all data security requirements and will continue to meet them for the duration of the Agreement as described herein.

11. SECURITY OF DATA

The City shall protect the Data from unauthorized physical and electronic access while it is in motion and at rest, as described below:

1. Electronic Access: The City shall ensure electronic access is authorized using individual accounts, hardened passwords, and require changing of passwords at least every 120 days.
2. Encryption and Decryption: When applicable, the City shall furnish encryption and decryption software compatible with the State's software to ensure security and confidentiality (when using SDT process or Confidential Information received is in motion or at rest).
3. Apply Security Patches: The City shall be diligent in the timely installation of security patches for all information technology assets, hosts and networks that process State Data, including, but not limited to, securing computers and installing update patches.
4. IT Security Policies and Procedures: The City shall maintain and enforce information technology security policies and procedures consistent with this Agreement, and provide an electronic copy to the State upon request within three (3) business days. The City's information technology security policies and procedures shall include a computer incident response policy and procedure and annual security training to its employees.
5. Protection/Intrusion Devices: All City's information technology assets that store/process State Data shall be physically secured from unauthorized access. The City shall employ adequate devices such as Intrusion Protection (IPS) and Intrusion Detection (IDS) devices and system log monitoring to ensure unauthorized users cannot access City information technology assets in a manner that allows State Data to be compromised
6. Periodic Vulnerability Scanning and Penetration Testing: The City shall periodically scan information technology hosts and networks that process State Data for vulnerabilities to exploitation. This is a utility that will look at your system to determine if there are weaknesses.

12. AUDITS AND RECORDKEEPING

The City agrees to conduct periodic audits to include but not be limited to the review of City's 1) data protection, 2) access and appropriate use 3) security measures, 4) data recipients review. These audits shall be conducted at no cost to the State and are solely at the City's expense. The City also agrees to conduct audits on request from the State.

The City must provide the State with copies of any audits relating to this Agreement and the results of audits within thirty (30) days of audit completion and upon request.

Notwithstanding any other audit terms in this Agreement, the State and the City agree that the State may audit the City records pertaining to limousine industry enforcement activities at any time and with reasonable notice during normal business hours. The following records must be maintained by the City and made available for periodic audit by the State:

1. Street Enforcement: All enforcement officer shift logs, civil infraction notices, random street inspection reports, passenger complaint investigations, undercover investigation files, summary suspensions, emails and correspondence, and related documents.
2. Vehicle Inspections: All vehicle inspection records, civil infraction notices, summary suspensions, emails and correspondence, and related documents.
3. Vehicle Insurance: All vehicle insurance documents including certificates of liability insurance, insurance policies and policy endorsements, emails and correspondence and related documents.

4. Civil Infraction Receipts: All records of monetary penalties collected for civil infractions including receipts and related documents.

These records shall be retained by the City for six (6) years after the termination of this Agreement, or as required by the City's rules and regulations, but for no less than six (6) years in order to follow the Secretary of State's retention schedule.

13. AMENDMENT

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

14. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising under this Agreement, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

15. ASSURANCES

The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.

16. CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

Contract Manager for City of Seattle:	Contract Manager for the State:
Denise Movius, Deputy Director	Harumi Tolbert, Program Manager
Finance and Administrative Services	Business and Professions Division
700 Fifth Avenue, Suite 4250	405 Black Lake Boulevard SW
PO Box 34214	Olympia, WA 98502
Seattle, WA 98124-4214	<u>Phone:</u> 360-664-1379
<u>Phone:</u> 206-684-9259	<u>E-mail:</u> htolbert@dol.wa.gov
<u>E-mail:</u> denise.movius@seattle.gov	

17. MEMO OF UNDERSTANDING (MOU)

Any communications that either Contract Manager determines are needed to address more than day-to-day concerns, but do not modify the terms of this Agreement, shall be documented by a written, numbered Memo of Understanding.

18. DISPUTES

The parties agree that time is of the essence in resolving Disputes.

1. During the Dispute resolution period parties agree:

- a. If the subject of the Dispute concerns any issue regarding payment, the State may suspend this Agreement until the Dispute resolution procedures in this paragraph have been exhausted.
- b. If the subject of the Dispute does not concern payment, the performance of work under the Agreement that is not affected by the Dispute may continue.

2. Dispute Steps

- a. When a bona fide Dispute concerning a question of fact arises between the State and the City and it cannot be resolved, either party may request a Dispute hearing with the State's Contracts Office.

The request for a Dispute hearing must:

- i. Be in writing.
- ii. State the Disputed issues.
- iii. State the relative positions of the parties.
- iv. State the City's name, address, and the State's Contract Number.
- v. Be mailed to:

Department of Licensing, Contracts Office

P.O. Box 9047

Olympia WA. 98507-9047

- vi. Be mailed to the other party's Contract Manager within three (3) working days after the parties agree they cannot resolve the Dispute.
- b. The responding party shall have five (5) working days to respond in writing to the requesting party's statement. This response will be sent to both the Contracts Office and the requesting party.
- c. The Contracts Office shall review the written statements of the parties and reply in writing to both parties within ten (10) working days. The Contracts Office may extend this period if necessary by notifying the parties.
- d. The decision of the State's Contracts Office shall be final and conclusive unless, within five (5) working days from the date the State Contracts Office mails the decision, the City requests a Dispute panel. This request must be in writing

to the State's Contracts Office.

e. If a Dispute panel is requested, the State and the City shall each appoint a member to the Dispute panel within five (5) working days. The State and the City shall jointly appoint a third member to the Dispute panel within the next five (5) working days.

f. The Dispute panel shall review the written descriptions of the Dispute, gather additional information as needed, and make a decision on the Dispute in the shortest practical time. A decision by the Dispute panel involving a Dispute between the parties, must be by majority vote. The parties agree the decision of the Dispute panel shall be final and binding.

19. GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

20. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose employees or agents of the other party.

21. 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.

22. MAINTENANCE OF RECORDS

1. The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration or termination of Agreement, or as required by the City's rules and regulations, but for no less than six (6) years in order to follow the Secretary of State's retention schedule. The State Auditor's Office, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

2. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

3. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available any confidential information to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties. However, the parties acknowledge that Washington state agencies and local governments are subject to chapter 42.56 RCW, the Public Records Act.

23. ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable state and federal statutes and rules.
2. Local laws, rules, and regulations.
3. Agreement document terms and conditions and Statement of Work.
4. Attachments: Attachment A Statement of Work, Attachment B Certification of Data Disposition, Attachment C Certification of Data Security, Attachment D Appropriate Use Declaration.
5. Any other provisions of the Agreement, including materials incorporated by reference.

24. RESPONSIBILITIES OF THE PARTIES

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a party to this Agreement.

25. SEVERABILITY

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

26. SUBCONTRACTING

Except as otherwise provided in the Agreement, the City shall not subcontract any of the contracted services without the prior approval of the State. The City is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Agreement are included in any and all Subcontracts. Any failure of the City or its Subcontractors to perform the obligations of this Agreement shall not discharge the City from its obligations under this Agreement.

27. TERMINATION FOR CAUSE

If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party Defaults on or violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

28. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 calendar days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

29. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

30. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

City of Seattle State of Washington

Department of Licensing

Denise Movius Date Julie Knittle Date

Deputy Director Assistant Director

APPROVED AS TO FORM

APPROVED AS TO FORM ONLY

By:

Carlton W. M. Seu

Assistant City Attorney

Date: _____

Approval on File

Susan Pierini

Office of the Attorney General

Date: August 16, 2011

ATTACHMENT A

STATEMENT OF WORK

The City shall:

1. Adopt city ordinances consistent with RCW 46.72A and other state limousine laws and rules. To increase city/state collaboration, the City will share the proposed ordinance with the State for review and comment prior to submittal to their city council.
2. Impose monetary penalties by civil infraction as provided in state limousine laws and rules.

The fee revenue used by the City is restricted to the costs of enforcing state laws or rules applicable to limousine carriers and chauffeurs.

3. Conduct street enforcement activity consistent with state limousine laws and rules. Enforcement actions will concern, but not be limited to the following subject areas:
 - a. Prearrangement of limousine services.

- b. Carrier, vehicle and chauffeur licenses and certificates.
 - c. Carrier, vehicle and chauffeur records.
 - d. Third party solicitation.
 - e. State-required insurance records and requirements.
 - f. Vehicle inspections.
 - g. Chauffeur qualifications and authorization.
 - h. Limousine complaints.
4. Conduct random inspections, as appropriate, of limousines to verify compliance with limousine standards adopted by rule by the State. If the carrier requests, the City may conduct annual limousine vehicle inspections in lieu of an inspection conducted by the Washington State Patrol. The City will receive all limousine inspection or re-inspection fees for inspections conducted by City enforcement officers.
 5. Maintain on file insurance documents for limousine carriers picking up passengers within city limits. Insurance documents shall meet the State's requirements. The City may issue civil infractions to carriers and summarily suspend limousine vehicle certificates for a carrier's failure to maintain on file valid insurance documents with the City.
 6. Retain all vehicle inspection fee revenue it collects and refund any inspection fees due back to carriers.
 7. Deposit all funds received from civil infractions after July 1, 2012, into the "limousine carriers account" in the state treasury.
 8. Provide the State a contact list of phone numbers and email addresses for people, departments, and/or divisions the State may need to contact in relation to this Agreement.
 9. Provide required reports/documents to the State as described in the Statement of Work and subsequent MOU. If reports do not have the correct level of detail, they will be returned for correction. If the City consistently fails to provide correct reports or fails to submit reports, this Agreement may be suspended or terminated, subject to the provisions herein. Reports will be in a format as agreed on by both parties, said agreement to be memorialized in an MOU.

The State reserves the right to request a reasonable change to reports, or reasonable addition of report(s). Required reports:

a. AS OCCURS:

- i. Report on any carriers missing state-required insurance documents where the vehicle license has been summarily suspended.
- ii. Citations and summary suspensions.
- iii. Trend analysis reports.
- iv. Reports generated for Seattle City Council.

b. ANNUALLY:

Report of City limousine-related activities for the State Fiscal Year (July 1 through June 30).

c. AS REQUESTED:

Database dump from the City to allow the State to compile data as requested by the legislature or others.

The State shall:

1. Provide data to the City regarding limousine carriers, vehicles, and chauffeurs to assist with prosecution of violators.
2. Provide draft rules through the state rule-making process to the City for their review prior to formal publication.
3. Provide the City a contact list of phone numbers and email addresses for people, departments, and/or divisions the City may need to contact in relation to this Agreement.
4. Transfer funds derived from limousine carrier license, limousine vehicle certification, and chauffeur license fee revenue to the City, as provided in this Agreement. These funds will enable the City to provide the level of enforcement specified in this Agreement.
5. Beginning in 2012 the State shall wire \$65,000 to the City semi-annually on or before July 15 for work performed during January through June and on or before December 31 for work performed during July through December for the enforcement of state limousine regulations. The payments shall be wire transferred to:

Vendor name listed as "City of Seattle -- RCP"

Bank name: Wells Fargo

Bank address: 420 Montgomery St., San Francisco, Ca 94163

Account #: 4758359921

Account name: City of Seattle

Account type: Checking

Bank routing #: 121000248

Contact name: Marilyn Minato

Email: Marilyn.minato@seattle.gov

Phone number: 206-684-5202

If December 31 falls on a holiday, the State shall wire the funds prior to that date.

ATTACHMENT B

CERTIFICATION OF DATA DISPOSITION

Date of Disposition

Check the appropriate box for data disposition methods used upon expiration or termination of this Agreement (select all that apply):

All copies of any Data sets related to this Agreement have been deleted from all data storage systems and media so it

cannot be recovered in any way.

0 All on-line access accounts related to this Agreement have been deleted.

0 All printed and hard copy materials and all computer media containing any Data related to this Agreement have been destroyed so it cannot be recovered in any way.

0 All copies of any Data sets related to this Agreement shall be retained for purposes stated herein for a period of time not to exceed six (6) years after expiration/termination of Agreement, after which all Data shall be destroyed so it cannot be recovered in any way.

0 The parties have mutually determined that return or destruction is not feasible, and mutual determination is outlined in the attached MOU. City agrees to only use the Confidential Information as authorized herein and by state and federal laws.

I hereby certify, by signature below, the data disposition requirements as provided in State Contract No. K2205, have been fulfilled as indicated above.

City of Seattle

-

(Signature) (Date)

-

(Print Name)

-

(Title)

(Area Code & Phone Number)

(Email)

ATTACHMENT C

CERTIFICATION OF DATA SECURITY

DATA SECURITY

By checking the boxes below, the City of Seattle (City) is providing certification that it has met and will continue to meet all data security requirements for the duration of the Agreement, as described in this Agreement. If a standard has/is not being monitored or adhered to, or City believes the standard is not applicable, City must provide an explanation for non-compliance below.

Electronic Access.

Encryption and Decryption

Apply Vendor Security Patches

IT Security Policies and Procedures

Protection/Intrusion Devices

Periodic Vulnerability Scanning and Penetration Testing

Self Audits

Explanation required for any standards NOT check marked: (Attach additional pages if necessary)

I certify under penalty of perjury under the laws of the state of Washington all of the information on this Certification of Data Security is true and correct.

City of Seattle

SIGNATURE DATE ADDRESS

NAME CITY STATE

ATTACHMENT D

APPROPRIATE USE DECLARATION

As authorized by the City of Seattle (City), I attest that I am an authorized user of Data provided by the Washington State Department of Licensing (DOL) and I shall:

1) Ensure the confidentiality and privacy of all information I have access to.

2) Use the information ONLY as permitted by DOL.

I understand the ONLY Permissible Use of data provided to the City by the DOL is limited to that which is detailed in the interagency Agreement (K2205) between the DOL and the City.

I further understand DOL may review activities of any person who receives vehicle/vessel record Data to ensure compliance with limitations

TITLE

LOCATION / COUNTY

imposed on the use of the information. The DOL shall suspend or revoke for up to five (5) years the privilege of obtaining

information of a person found to be in violation of chapter 42.56 RCW, or this Agreement executed with DOL and the City.

I understand misuse of this information is a gross misdemeanor and is personally punishable by a fine not to exceed \$10,000 or by imprisonment in a county jail not to exceed one year, or both such fine and imprisonment for each violation. (RCW 46.12.390)

(PRINT) EMPLOYEE NAME & TITLE

EMPLOYEE SIGNATURE DATE

(PRINT) SUPERVISOR NAME & TITLE

SUPERVISOR SIGNATURE DATE

Do not return this form to DOL.

The signed original of this declaration must be kept on file by the City and made available to DOL upon request.

(Duplicate this form as needed).

We are committed to providing equal access to our services. If you need accommodation, please call (360) 902-3673 or TTY (360) 664-0116.

Denise Movious FAS Limousine EXH 1 November 17, 2011 Version #1 DOL Agreement No. K2205 City of Seattle Agreement No. _____

File Name: K2205.doc Page 29 of 32 July 15, 2011 Exhibit 1 to FAS Limo Ordinance