

AGENT AGREEMENT: LIMITED PERMITS

**Washington State Department of Transportation
and
Commercial Vehicle Services**

Agreement Number: XXX 1111

This Agreement is between the Washington State Department of Transportation, hereinafter the DEPARTMENT, and Commercial Vehicle Services, hereinafter the AGENT.

WHEREAS, the DEPARTMENT is authorized pursuant to RCW 46.44.090 to issue special motor vehicle permits for oversize or overweight truck movements on state highways and such permits require the collection of fees as specified in chapter 46.44 RCW; and

WHEREAS, the DEPARTMENT has developed an automated permit system for the issuance of special motor vehicle permits and for the issuance of Department of Licensing (DOL) trip permits (RCW 46.16.160) and fuel permits (RCW 82.38.100); and

WHEREAS, the DEPARTMENT is also authorized to appoint an agent for the purposes of selling special motor vehicle permits pursuant to RCW 46.44.096, which requires the payment of compensation to said agents; and

WHEREAS, the AGENT wishes to be an agent for the sale of such permits, using the DEPARTMENT's automated permit system, and the DEPARTMENT deems said appointment to be in the best interests of the State of Washington; and

WHEREAS, the AGENT may be authorized by the DOL to issue trip permits pursuant to RCW 46.16.160 and WAC 308-97-230 and fuel permits pursuant to RCW 82.38.100, such permits require the collection of fees and provide for the payment of compensation to issuing agents, and

WHEREAS, the DEPARTMENT deems it in the best interests of the State of Washington to allow the AGENT, only if so authorized by the DOL, to utilize the DEPARTMENT's automated permit system for the issuance of trip and fuel permits,

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein,

IT IS MUTALLY AGREED AS FOLLOWS:

1. Subject to its other provisions, the period of performance of this Agreement shall commence on date of final execution of both Parties and automatically terminate on June 30, 2009, unless terminated sooner as provided herein.

2. The DEPARTMENT hereby appoints the AGENT and the AGENT accepts the appointment to properly prepare and issue special motor vehicle permits, as listed in Appendix A of this Agreement, attached hereto and by this reference incorporated herein, according to all written directives and instructions issued by the DEPARTMENT and in accordance with the laws, regulations, and policies of Washington State.
3. The AGENT shall be responsible for collecting all special motor vehicle permit fees due the DEPARTMENT (and if so authorized by DOL, be responsible for collecting all trip and fuel permit fees due DOL). The DEPARTMENT shall send monthly invoices to the AGENT. The AGENT shall be responsible for remitting payment by means of a check made payable to the Department of Transportation and mailed to the address on the invoice on or before the due date indicated on the invoice.
4. The AGENT shall be compensated \$3.50, per RCW 46.44.096, for each special motor vehicle permit issued for a fee. The AGENT shall receive no compensation for issuing permits that are exempt from fees. Further, the AGENT shall not be compensated for permits issued in consequence of error, either in fact or in law, as solely determined by the DEPARTMENT.
5. The AGENT, if authorized by the DOL to be its agent in the issuance of trip and fuel permits, may use the DEPARTMENT's automated permit system to effect these sales and will be compensated by the DEPARTMENT, with concurrence by the DOL, as follows: (a) \$3.00, per RCW 46.16.100, for each trip permit sold, and (b) \$1.00, per RCW 82.38.100, for each special fuel permit sold.
6. DEPARTMENT payment of compensation to the AGENT shall be effected by the AGENT's withholding the properly calculated compensation as defined by Sections 4 and 5 of this Agreement from the monthly check required by Section 3 of this Agreement.
7. The AGENT shall be solely liable for collecting all monies for permits issued pursuant to this Agreement. Any check returned to AGENT due to, for example, non-sufficient funds or any cancellation of a credit card payment shall be at the sole risk of AGENT. Any such amount shall not be recovered from the payments made to the DEPARTMENT as provided under Section 3 herein
8. The DEPARTMENT, and its assigns, agents, contractors or employees (hereinafter Representatives), shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all AGENT records with respect to all matters covered by this Agreement. Such Representatives shall be permitted to audit, examine, and make excerpts or transcripts or transcripts from such records, and to make audits of all invoices, materials, and other matters covered by this Agreement.
9. Any and all monetary deficiencies disclosed by audit shall bear interest at the rate of 1 percent per month from the date the permit fee was due and payable by the AGENT to the DEPARTMENT, until paid. The AGENT agrees to and shall pay any deficiency and interest within 15 days after receipt of a written notice of deficiency by the DEPARTMENT.

10. The AGENT, and its successors or assigns, shall protect, save and hold harmless the State of Washington, the DEPARTMENT, their authorized agents, Representatives, and employees, from all claims, actions, costs, damages (both to persons and/or property) or expenses of any nature whatsoever, including but not limited to damages arising from the acquisition and/or storage of credit card account numbers, by reason of the acts or omission of the AGENT, its assigns, agents, contractors, licensees, invitees, employees, or any person whomsoever, arising out of or in connection with any acts or activities authorized by this Agreement. The AGENT, and its successors or assigns, further agrees to defend the state of Washington, the DEPARTMENT, their authorized agents, Representatives, and/or employees in any litigation, including the payment of any judgments, costs, and/or attorney's fees, for any claims or actions commenced, arising out of or in connection with acts or activities authorized by this Agreement. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the State of Washington, the DEPARTMENT or their authorized agents, representatives, or employees; provided that if the claims or damages are caused by or result from the concurrent negligence of (a) the AGENT, its assigns, agents, contractors, licensees, invitees, or employees and (b) the State of Washington, the DEPARTMENT, or their authorized agents, Representatives, or employees, and involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the AGENT, its assigns, agents, contractors, licensees, invitees, or employees. This indemnity provision shall survive the termination of this Agreement.
11. In the event that either Party deems it necessary to institute legal actions or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such actions shall be initiated in the Superior Court of the state of Washington, situate in Thurston County. The Parties hereto agree that all questions shall be resolved by application of Washington State Law and that the Parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the state of Washington. The AGENT hereby consents to the personal jurisdiction of the Superior Court of the state of Washington situate in Thurston County.
12. The DEPARTMENT retains the right to amend this Agreement in any respect at any time, effective on a stated date which shall be at least twenty (20) days after giving written notice of the amendment (including its exact terms) to the AGENT by registered or certified mail, unless the AGENT waives notice as to such amendment. If the AGENT does not wish to continue this Agreement as so amended, the AGENT shall give written notice to the DEPARTMENT by registered or certified mail within fifteen (15) days of receipt of the amendment. Upon such notice by the AGENT, this Agreement shall automatically terminate.

13. The DEPARTMENT may suspend or terminate this Agreement at any time, in whole or in part, by oral or written order, whenever: (a) the AGENT is prevented from proceeding with the Agreement as a result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the state of Washington with respect to the preservation of energy resources, other environmental grounds, or safety; (b) the AGENT is prevented from proceeding with the Agreement by reason of a preliminary, special, or permanent judicial restraining or other order; or (c) the AGENT refuses or fails to abide by the terms of this AGREEMENT.
14. The Parties agree that this Agreement may be terminated by either Party on thirty (30) days written notice. This section does not modify the DEPARTMENT's right to suspend or terminated this Agreement at any time as provided above. Unless otherwise terminated, this Agreement will automatically terminate on June 30, 2009.
15. This Agreement is not assignable or transferable either in whole or in part without the express and written authorization of the DEPARTMENT.
16. If any provision, or part thereof, of this Agreement shall be adjudged void, such adjudication shall not affect the validity or obligation or performance of any other covenant or provision, or part thereof, which in itself is valid, if such remainder conforms to the terms and requirements of applicable law and the intent of this Agreement.
17. The AGENT shall be deemed an independent contractor for all purposes and the employees, agents, assigns or contractors of the AGENT shall not in any manner be deemed employees, agents, assigns or contractors of the DEPARTMENT or the state of Washington.
18. This Agreement is executed by the undersigned DEPARTMENT signatory solely for and on behalf of the Washington State Department of Transportation. It is understood that neither the undersigned or any other state officer or employee shall be personally liable for any act or failure to act on connection with this Agreement.
19. The AGENT agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, sex, or age with regard to but not limited to the following: employment, promotion, upgrading, demotion or transfers; recruitment or recruitment advertising; layoffs or termination; rates of pay or other of compensation; selection for training; or rendition of services or issuing permits under this Agreement.
20. All written notices as required by this Agreement shall be made to the persons and addresses listed below under the signatures, unless hereafter amended.

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT as of the last day and year written below:

WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION

AGENT
Commercial Vehicle Services

Anne Ford
CVS Administrator

Name: Name Name
Title:

Date: _____

Date: _____

Contact:

Jim Wright
Permit Program Manager

Business Phone:
360-704-6340

Commercial Vehicle Services
PO Box 47367
Olympia, WA 98504-7367

Business FAX:
360-704-6350

360-704-6345

Business Address:
7345 Linderson Way SW Room 1001
Tumwater WA 98501

Fax: 360-704-6350

Approved as to Form, March 1, 2006

/S/ANN E. SALAY

Ann E. Salay, AAG
(Signature on File)

Any changes to this form requires further
Approval of the Office of the Attorney General

AGENT AGREEMENT

Appendix A

Agents are authorized to issue the following permits:

Department of Licensing permits as displayed in the DEPARTMENT automated permit system.

- 1. Temporary Licensing – Trip Permit**
- 2. Temporary Fuel Use – Fuel Permit**

DEPARTMENT special motor vehicle permits – as displayed in the DEPARTMENT’s automated permit system.

- 1. Single Trailer (monthly, annual)**
- 2. Double Trailer (monthly, annual)**
- 3. Non-Divisible (variable size) (monthly, annual)**
- 4. 61 foot Non-Divisible Load (monthly, annual)**
- 5. Manufactured Housing (14 feet wide, 85 feet length maximum) (annual)**
- 6. Manufactured Housing (Over 14 feet wide, 85 feet)**
- 7. Fixed Load (monthly)**
- 8. Log Tolerance**
- 9. Collection Truck (annual)**
- 10. Hay Bales (monthly, annual)**
- 11. Empty Apple Bins (annual)**
- 12. Tow Truck (annual)**