

Board of Equalization
Proposed Contracts
Over \$1 Million

Contractor	Start Date	Expire Date	Estimated Total Cost	Purpose
Motor Vehicles Department of	7/1/2006	6/30/2007	\$7,134,115 (current cost)	Collection of sales and use taxes pertaining to vehicles, undocumented vessels and transit district taxes for FY 06-07. (Routine Renewal)
				Department of Motor Vehicles collects the taxes as part of the vehicle registration process.
				A copy of the current Agreement is attached.
				A copy of the proposed FY 06-07 Agreement is also attached. We anticipate the language will remain the same.

Item P2
Sub-item 1
3/29/06

DMV # 05-010

AGREEMENT NUMBER 05-027	AMENDMENT NUMBER 1
REGISTRATION NUMBER 0860040571738.1	

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
 State Board of Equalization
 CONTRACTOR'S NAME
 Department of Motor Vehicles
- The term of this Agreement is: July 1, 2005 through June 30, 2006
- The maximum amount of this Agreement after this amendment **\$ 7,134,115.00**
 Seven million one hundred thirty-four thousand, one hundred fifteen dollars.
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

This amendment encumbers additional funds for services due to an increase in rate per transaction and an increase in projected transactions and makes the following revision:

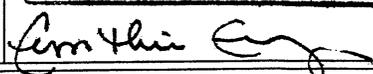
In Exhibit B, Budget Detail and Payment Provisions, Item 1, Rates, the per transaction flat rate is revised from \$2.62 to \$2.91.

This amendment adds \$763,115.00 to the contract. The total amount of the contract shall not exceed \$7,134,115.00.

The effective date of the amendment shall be July 1, 2005 through June 30, 2006.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Department of Motor Vehicles		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 10/11/05	
PRINTED NAME AND TITLE OF PERSON SIGNING Peggy Okabayashi, Chief of Business Services Branch		
ADDRESS 2415 First Avenue Sacramento, CA 95818-2606		
STATE OF CALIFORNIA		
AGENCY NAME State Board of Equalization		<div style="border: 2px solid black; padding: 5px;"> <p>APPROVED</p> <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <p>NOV - 2 2005</p> </div> <p>DEPT OF GENERAL SERVICES</p> </div>
BY (Authorized Signature) 	DATE SIGNED (Do not type) 10/24/2005	
PRINTED NAME AND TITLE OF PERSON SIGNING Robert Sherburne, Contract Manager		
ADDRESS 450 N Street, MIC: 24; Sacramento, CA 95814		
		

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 06/03)

DMV# 05-010

AGREEMENT NUMBER 05-027
REGISTRATION NUMBER 0860040571738

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

State Board of Equalization

CONTRACTOR'S NAME

Department of Motor Vehicles

2. The term of this Agreement is: July 1, 2005 through June 30, 2006

3. The maximum amount of this Agreement is: \$ 6,371,000.00
 Six Million Three Hundred Seventy-One Thousand Dollars and No Cents.

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work	2 pages
Exhibit B – Budget Detail and Payment Provisions	1 page
Exhibit C* - General Interagency Terms and Conditions	GIA 101
Exhibit D – Special Terms and Conditions	1 page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

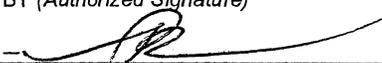
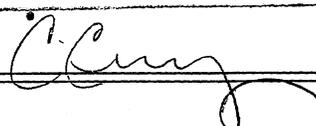
CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Department of Motor Vehicles		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 5/4/05	
PRINTED NAME AND TITLE OF PERSON SIGNING Peggy Okabayashi, Chief, Business Services Branch		
ADDRESS 2415 First Avenue, MS: F112 Sacramento, CA 95818		
STATE OF CALIFORNIA		<div style="border: 2px solid black; padding: 10px;"> <p style="font-size: 1.2em; font-weight: bold; margin: 0;">APPROVED</p> <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <p style="font-size: 1.2em; font-weight: bold; margin: 0;">MAY 25 2005</p> </div> <p style="font-weight: bold; margin: 0;">DEPT OF GENERAL SERVICES</p> </div> 
AGENCY NAME State Board of Equalization		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 5/6/05	
PRINTED NAME AND TITLE OF PERSON SIGNING Robert Sherburne, Contract Manager		
ADDRESS 450 N Street, MIC: 24; Sacramento, CA 95814		

EXHIBIT A

SCOPE OF WORK

1. Department of Motor Vehicles (DMV) agrees to provide the collection of vehicle/vessel and special taxes for the Board of Equalization (Board) as described below:
 - A. The Board agrees to reimburse DMV for costs incurred in connection with the following three (3) operations:
 1. Collection of sale and use taxes pertaining to vehicles as set forth in Chapter 1858, Statutes of 1963, Chapter 2, Statutes of 1965, Chapter 1741, Statutes of 1971 and Chapter 1816, Statutes of 1971, in accordance with a plan approved by State Department of Finance (DOF), the Board and DMV.
 2. Collection of use taxes pertaining to undocumented vessels as set forth in Chapter 1858, Statutes of 1963, Chapter 2, Statutes of 1965, (First Extraordinary Session), Chapter 1741, Statutes of 1971, Chapter 1816, Statutes of 1971, Chapter 974, Statutes of 1973, Chapter 665, Statutes of 1982, in accordance with a plan approved by DOF, the Board and DMV.
 3. Collection of the special taxes on vehicles and undocumented vessels, where applicable. (These are additional/supplemental tax assessments incurred over and above the regular use taxes pertaining to vehicles and undocumented vessels mentioned in Items 1 and 2 above; e.g., library funding, transportation projects, etc.)
 - B. DMV will identify and report all taxes collected as stipulated in this Agreement to the State Controller's Office (SCO) and the Board. On a daily basis, DMV will send a facsimile copy of the Transactions Request to the SCO summarizing the amount of funds collected for allocation to the Board.
 1. DMV will remit funds daily as follows:
 - a. Retail Sales and Use Taxes;
 - b. Local Revenue Fund;
 - c. Retail Sales/Use Public Safety;
 - d. Add-Ons & Local/County Jurisdiction; and remit funds as collected to
 - e. Earthquake Relief Fund.
 2. Upon receipt of the Transactions Request, SCO will transfer the funds from the Motor Vehicle Account to the Board.

SCOPE OF WORK (continued)

2. The project representatives during the term of this Agreement will be:

Board of Equalization

Name: Oveta Riffle
Phone: (916) 322-5491
Fax: (916) 324-2491
Email: Oveta.Riffle@boe.ca.gov

Department of Motor Vehicles

Name: Eleanor Swyers
Phone: (916) 657-8705
Fax: (916) 657-8643
Email: Eswyers@dmv.ca.gov

Direct all agreement inquiries to:

State Board of Equalization

Attention: Joyce Lee
Address: 450 N Street, MIC: 24
Sacramento, CA 95814
Phone: (916) 324-8280
Fax: (916) 322-3184
Email: Joyce.Lee@boe.ca.gov

Department of Motor Vehicles

Attention: Karen Morisaki
Address: 2415 First Avenue, f 112
Sacramento, CA 95818-2606
Phone: (916) 657-7822
Fax: (916) 657-2387
Email: Kmorisaki@dmv.ca.gov

The remainder of this page is intentionally left blank.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **RATES**: The cost for these services shall be a flat rate of \$2.62 per transaction.
2. **INVOICING**: For services satisfactorily rendered and upon receipt of and approval of the invoices, the Board agrees to compensate DMV for actual expenditures incurred in accordance with the rates specified herein.

Invoices shall include the Agreement number and DMV Agreement number and be submitted in duplicate not more frequently than monthly in arrears to:

Board of Equalization
Accounting Section
450 N Street, MIC: 23
P. O. Box 942879
Sacramento, CA 94279-0023

3. **BUDGET CONTINGENCY CLAUSE**: It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the Board shall have no liability to pay any funds whatsoever to DMV or to furnish any other considerations under this Agreement and DMV shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Board shall have the option to either: cancel this Agreement with no liability occurring to the Board, or offer an Agreement amendment to DMV to reflect the reduced amount.

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EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. SETTLEMENT OF DISPUTES: In the event of a dispute, DMV shall file a "Notice of Dispute" with the Chief, Administrative Support Division of the Board of Equalization in Sacramento within ten (10) days of discovery of the problem. Within ten (10) days of receipt of the Notice, the Chief, Administrative Support Division, or his designee, shall meet with DMV and Contract Manager for purposes of resolving the dispute. The decision of the Chief, Administrative Support Division shall be final.
2. CONFIDENTIALITY OF DATA: All financial, statistical, personal, technical and other data and information relating to the Board's operations, which is designated confidential by the Board and made available to DMV in order to carry out this Agreement, or which becomes available to DMV in carrying out this Agreement, shall be protected by DMV from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the Board. The identification of all such confidential data and information, as well as the Board's procedural requirements for protection of such data and information from unauthorized use and disclosure, shall be provided in writing to DMV by the Board. DMV shall not, however, be required to keep confidential any data or information which is or becomes publicly available, is already rightfully in DMV's possession, is independently developed by DMV outside the scope of this Agreement, or is rightfully obtained from third parties.
3. RIGHT TO TERMINATE: This Agreement is subject to cancellation (in whole or part) by either party upon thirty (30) days written notice. If for any reason the Board finds just cause for termination, the Board may terminate this Agreement immediately without the thirty (30) day notice. The Board shall also be relieved of any payments should DMV fail to perform the requirements of this Agreement at the time and in the manner herein provided.
4. FORCE MAJEURE: Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.
5. COMPUTER SOFTWARE COPYRIGHT LAWS: DMV certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

AGREEMENT NUMBER 06-062
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
 State Board of Equalization
 CONTRACTOR'S NAME
 Department of Motor Vehicles
- The term of this Agreement is: July 1, 2006 through June 30, 2007
- The maximum amount of this Agreement is: \$ 7,134,115.00
 Seven million one hundred thirty-four thousand one hundred fifteen dollars and no cents.
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work	2 pages
Exhibit B – Budget Detail and Payment Provisions	1 page
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Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Department of Motor Vehicles		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Peggy Okabayashi, Manager, Business Services Section		
ADDRESS 2415 First Avenue Sacramento, CA 95818		
STATE OF CALIFORNIA		
AGENCY NAME State Board of Equalization		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	<input type="checkbox"/> Exempt per
PRINTED NAME AND TITLE OF PERSON SIGNING Barbara Gilbertson, Contract Manager		
ADDRESS 450 N Street, MIC: 24; Sacramento, CA 95814		

EXHIBIT A
Page 1 of 2

SCOPE OF WORK

1. Department of Motor Vehicles (DMV) agrees to provide the collection of vehicle/vessel and special taxes for the Board of Equalization (Board) as described below:
 - A. The Board agrees to reimburse DMV for costs incurred in connection with the following three (3) operations:
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 3. Collection of the special taxes on vehicles and undocumented vessels, where applicable. (These are additional/supplemental tax assessments incurred over and above the regular use taxes pertaining to vehicles and undocumented vessels mentioned in Items 1 and 2 above; e.g., library funding, transportation projects, etc.)
 - B. DMV will identify and report all taxes collected as stipulated in this Agreement to the State Controller's Office (SCO) and the Board. On a daily basis, DMV will send a facsimile copy of the Transactions Request to the SCO summarizing the amount of funds collected for allocation to the Board.
 1. DMV will remit funds daily as follows:
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 - b. Local Revenue Fund;
 - c. Retail Sales/Use Public Safety;
 - d. Add-Ons & Local/County Jurisdiction; and remit funds as collected to Earthquake Relief Fund.
 2. Upon receipt of the Transactions Request, SCO will transfer the funds from the Motor Vehicle Account to the Board.

EXHIBIT A
Page 2 of 2

SCOPE OF WORK (continued)

2. The project representatives during the term of this Agreement will be:

Board of Equalization

Name: Oveta Riffle
Phone: (916) 322-5491
Fax: (916) 324-2491
Email: Oveta.Riffle@boe.ca.gov

Department of Motor Vehicles

Name: Eleanor Swyers
Phone: (916) 657-8705
Fax: (916) 657-8643
Email: Eswyers@dmv.ca.gov

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Attention: Joyce Lee
Address: 450 N Street, MIC: 24
Sacramento, CA 95814
Phone: (916) 324-8280
Fax: (916) 322-3184
Email: Joyce.Lee@boe.ca.gov

Department of Motor Vehicles

Attention: Karen Morisaki
Address: 2415 First Avenue, f 112
Sacramento, CA 95818-2606
Phone: (916) 657-7822
Fax: (916) 657-2387
Email: Kmorisaki@dmv.ca.gov

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1. **RATES**: The cost for these services shall be a flat rate of \$2.62 per transaction.
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2. CONFIDENTIALITY OF DATA: All financial, statistical, personal, technical and other data and information relating to the Board's operations, which is designated confidential by the Board and made available to DMV in order to carry out this Agreement, or which becomes available to DMV in carrying out this Agreement, shall be protected by DMV from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the Board. The identification of all such confidential data and information, as well as the Board's procedural requirements for protection of such data and information from unauthorized use and disclosure, shall be provided in writing to DMV by the Board. DMV shall not, however, be required to keep confidential any data or information which is or becomes publicly available, is already rightfully in DMV's possession, is independently developed by DMV outside the scope of this Agreement, or is rightfully obtained from third parties.
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4. FORCE MAJEURE: Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.
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