

EFFECTIVE DATE: 9.11.18  
(PennDOT will insert)

AGREEMENT NO.: 220986

## INTERGOVERNMENTAL COOPERATION AGREEMENT FOR ENFORCEMENT OF TOLLS

This intergovernmental cooperation agreement for enforcement of tolls ("Agreement") is made by and between the Commonwealth of Pennsylvania, Department of Transportation ("PennDOT"),

and

the State of Delaware Department of Transportation, Division of Motor Vehicles ("DelDOT").

### BACKGROUND

PennDOT is an executive agency of the Commonwealth of Pennsylvania and DelDOT is an agency of the State of Delaware.

Section 3 of the Act of November 4, 2016, P.L. 1277, No. 165 (Act 2016-165), amended the Vehicle Code, Title 75, (Vehicles) of the Pennsylvania Consolidated Statutes, by adding Section 1380, 75 Pa.C.S. § 1380 ("Section 1380"), relating to suspension of registration upon unpaid tolls.

Subsection 3(i) of Act 2016-165 permits PennDOT to enter into a reciprocity agreement with an out-of-state tolling entity for the collection of civil penalties and tolls to enforce the provisions of Section 1380 and 21 *Del. C.* § 422 – 423, authorizes DelDOT to enter into this reciprocity agreement, for the collection of civil penalties and tolls to enforce the provisions of 21 *Del. C.* § 810.

The parties recognize that it is in the best interest of each jurisdiction to jointly cooperate in the enforcement of tolls and to formalize the terms and conditions of sharing motor vehicle and toll data between the parties to collect tolls, administrative fees, or costs from out-of-state toll violators.

In fulfillment of this statutory requirement, the parties are entering into this Agreement to set forth their respective duties and obligations concerning enforcement of Section 1380 and 21 *Del. C.* § 423 in accordance with the terms and conditions set forth below.

The parties, intending to be legally bound, agree as follows:

1. **Responsibilities of Parties.** The parties shall perform their respective responsibilities for implementation, administration and enforcement of the provisions of Section 1380 and 21 *Del. C.* § 423 in accordance with Exhibit "A," titled "Duties and Obligations of the Parties." The parties shall comply with the mutually agreed upon Business and Systems Requirement, as may be amended time to time.

2. **Suspension of Registration Upon Unpaid Tolls.** The parties shall suspend or hold the registration of a vehicle, consistent with the laws and regulations of the other state, and upon the request of the other state.

- a. **PennDOT Suspensions.** PennDOT shall suspend the registration of a vehicle upon notification from DelDOT that the owner or registrant of the vehicle 1) failed to pay or defaulted in the payment of six (6) or more Delaware tolling violations, or 2) incurred unpaid tolls or administrative fees or costs that collectively total a minimum of \$500, regardless of the number of violations.
- b. **DelDOT Registration Hold.** DelDOT shall place a registration hold on a vehicle upon notification from PennDOT that the owner or registrant of the vehicle 1) failed to pay or defaulted in the payment of six (6) or more Pennsylvania tolling violations, or 2) incurred unpaid tolls or administrative fees or costs that collectively total a minimum of \$500, regardless of the number of violations.
- c. **Violation Statute of Limitations.** Each party shall confirm all violations are within the three-year statute of limitations prior to requesting a registration suspension or registration hold on a vehicle of the other state.
- d. **Maximum Penalties.** Penalties, exclusive of tolls, claimed by the other state or tolling entity against an owner or registrant of a motor vehicle registered in each respective state must not exceed \$100 for a first violation or \$600 for all pending violations.

3. **Independence of the Parties.** In carrying out their respective duties and obligations under this Agreement, the parties and their respective officers, agents and employees shall act in an independent capacity; and neither party shall act or be deemed to act as officers, employees or agents of the other. Nevertheless, they shall cooperate to the fullest extent possible to assure the prompt, efficient and effective enforcement and administration of Section 1380 and 21 *Del. C.* § 423.

4. **Responsibility for Costs.** Neither party shall make payments or transfer funds to the other pursuant to this Agreement. Each party shall bear its own costs in adapting its computer hardware, software and systems to permit the electronic transmission, exchange and accessing of data between themselves to meet the requirements of Section 1380 and 21 *Del. C.* § 423 and shall likewise be solely responsible for all other costs incurred in and associated with the performance of its respective duties and obligations under this Agreement.

- a. Each party shall have the right to make, or have the other party make, independent annual audits with respect to compliance and performance pursuant to this Agreement with all costs to be paid by each party or be shared by the parties by mutual consent.
- b. Each party shall maintain all documents including, other documentation and evidence pertaining to the Agreement, and shall make such materials available to the other party at all reasonable times during the term of this Agreement and for two (2) years after termination of the Agreement. Vehicle records shall be maintained in accordance with each state's records retention policy.

5. **Compliance with Law and Regulations.** In carrying out this Agreement, the parties shall comply with all applicable federal, state laws and regulations, including but not limited to: Section 1380 of the Vehicle Code, 75 Pa.C.S. § 1380; Section 6114 of the Vehicle Code, 75 Pa.C.S. § 6114, entitled "Limitation on sale, publication and disclosure of records"; Title 67, Pennsylvania Code, Chapter 95, entitled "Sale, Publication or Disclosure of Driver, Vehicle and Accident Records and Information"; the Federal Driver's Privacy Protection Act, 18 U.S.C. § 2721 *et seq.*; and the Federal Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*; 21 *Del. C.* § 305; and all DelDOT and PennDOT policies associated with access to information.

6. **Term.** The term of this Agreement shall commence on the Effective Date (as defined below) and shall remain in effect, unless terminated earlier in accordance with Section 7 below. The Effective Date shall be the date that this Agreement is fully executed by DelDOT and PennDOT and all approvals required by the Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature. Following full execution, PennDOT will insert the effective date at the top of Page 1.

7. **Termination.** Each party shall have the right to terminate this Agreement if the party determines that termination is in the best interest. Termination of the Agreement shall be effective thirty (30) days after written notice is provided to the other party. Any termination of this Agreement shall be subject to the parties' completion of all obligations under Act 2016-165 and 21 *Del. C.* § 423.

8. **Interpretation.** This Agreement shall be liberally construed so as to effectuate the purpose of this Agreement. The final decision regarding interpretation of questions at issues relating to this Agreement shall be reached by joint action of the parties, acting through their proper officials. Any interpretations shall be placed in writing and become a part of the Agreement.

9. **Information Non-Transferrable.** The parties, its officials, agents and employees shall not sell, assign or otherwise transfer any information or portions of information obtained pursuant to this Agreement to any third party except as required by law or pursuant to Section 1380(g) of the Vehicle Code, 75 Pa.C.S. § 1380(g) and 21 *Del. C.* § 305.

10. **Use of Information.** The parties shall not use any information or portions of information obtained pursuant to this Agreement for any purposes other than those specifically authorized by this Agreement.

11. **Restrictions on Use of Information.** Under no circumstances shall the parties use or permit others to use any information provided to each party pursuant to this Agreement for direct mail advertising or any other type of mail or mailings, except for the notices to owners or registrants required by Section 1380, 21 *Del. C.* § 423, or other communications with owners or registrants pursuant to this Agreement, Section 1380, and 21 *Del. C.* § 423. The parties expressly intend that this provision shall in no way be interpreted as preventing or restricting each other from mailing the notices required by Section 1380 and 21 *Del. C.* § 423 to owners or registrants or from otherwise communicating with owners or registrants to effectuate the purposes of this Agreement,

Section 1380, and 21 *Del. C.* § 423. The parties shall not disclose or publish any information provided by each other.

12. **Sole User of Vehicle Record Information.** Consistent with the provisions of this Agreement and the purposes of Section 1380 and 21 *Del. C.* § 423, the parties and authorized contractor employees shall be the sole user of vehicle record information supplied by each other. The parties shall not retain, store, combine, or both, link vehicle record information with any other data on any database, for any reason, except as authorized and required by Exhibit A, Sections 2 and 3, of this Agreement, which includes, but is not limited to, litigation and audit responsibilities.

13. **Authorized Users.** The parties shall qualify those employees, agents, contractor employees, and representatives who will process and manage motor vehicle registration information provided by the other jurisdiction ("Authorized Users"). The parties shall abide by all state and Federal laws regarding the confidentiality of the information on the other party's motor vehicle registrations, including specifically the provisions of the Driver Privacy Protection Act, 18 U.S.C. §§ 2721-2725. Both parties shall restrict access of the other party's motor vehicle registrations data to its Authorized Users. The parties shall promptly notify each other in the event it becomes aware of any unauthorized access to the other parties' motor vehicle registration data or any use or disclosure of information in violation of the terms of this Agreement and shall immediately terminate the access rights of any individual(s) who committed said violation. The reinstatement of individual access rights terminated for a violation of this Agreement is subject to the concurrence of other party, which shall not be unreasonably withheld.

14. **Ownership of Vehicle Record Information.** The parties retain exclusive ownership of vehicle record information provided to the other jurisdiction under this Agreement.

15. **Security over Information.** The parties shall at all times maintain the highest degree of security over information furnished to each other and shall take all necessary steps to prevent the divulgence or use of such information in any form or manner not expressly permitted by this Agreement. The parties' storage arrangements shall be subject to inspection or audit by the other party. All shared data shall be stored and maintained in accordance with each state's current information technology policies.

16. **Notification of Unauthorized Access to Data.** The parties shall immediately notify the other party if it suspects or becomes aware of any unauthorized access to any data containing personally identifiable information ("PII") by any unauthorized person or third party regarding information transferred between the parties under this Agreement. The parties shall also notify each other of abnormal user account activity immediately for Virtual Private Network ("VPN") access accounts only. This pertains only to the multiple user accounts provided by the parties under this Agreement setup with a VPN policy for emulation to the Commonwealth Automated Registration and Titling System. In addition, the parties shall comply with all applicable laws and shall immediately notify customers in writing whose PII may have been improperly accessed or disclosed as may be required by law.

17. **Parties Right to Amend Security Measures.** Both parties expressly reserve the right unilaterally to amend this Agreement to provide for the implementation of additional security measures as shall be determined to be necessary as a matter of law.

18. **Notices.** All notices, requests and correspondence arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, e-mail, or delivery in person.

If to PennDOT:

Department of Transportation  
Attn: Director  
Bureau of Support Services  
1101 South Front Street, 4<sup>th</sup> Floor  
Harrisburg, PA 17120  
E-mail: dvssupportservices@pa.gov

If to DelDOT:

Delaware Department of Transportation  
Attn: Director  
303 Transportation Circle,  
Dover, DE 19901  
Email: DOT\_MTRVTollServices@state.de.us

Any party may revise its contact information by providing written notice to the other party.

19. **Amendments and Modifications.** Except as provided in Sections 1, 17 and 18, no alterations or variations to this Agreement shall be valid unless made in writing and signed by the parties. Amendments to this Agreement shall be accomplished through a formal written document signed by the parties with the same formality as the original Agreement.

20. **Sovereign Immunity.** The parties agree that this Agreement does not affect, or modify the sovereign immunity of either party.

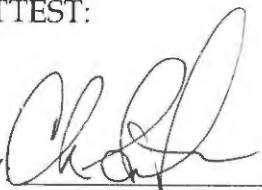
21. **Severability.** The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania, Delaware, or of the United States or of the laws of the Commonwealth the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

22. **Integration and Merger.** This Agreement and, as applicable, any attachments and exhibits, when executed, approved and delivered, shall constitute the final, complete and exclusive agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement. There are no conditions precedent to the performance of this Agreement.

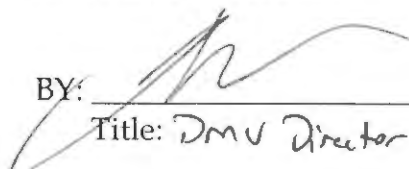
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The parties have executed this Agreement to be effective as of the date of the last signature affixed below.

ATTEST:

BY:   
Title: Director, Finance Date 7-30-18

DELAWARE DEPARTMENT OF  
TRANSPORTATION:


BY:   
Title: DMV Director Date 7-30-18

APPROVED AS TO FORM

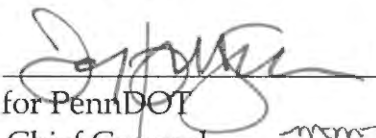
BY:  7/31/18  
Deputy Attorney General Date

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COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY:  8/13/18  
Deputy Secretary of Date  
Transportation

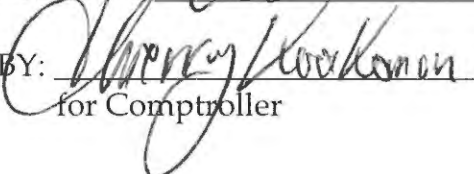
APPROVED AS TO FORM  
AND LEGALITY

BY:  8/8/2018  
for PennDOT Date  
Chief Counsel

BY:  8/14/18  
Deputy General Counsel Date

BY:  8/29/18  
Deputy Attorney General Date

FUNDS COMMITMENT DOC. NO. N/A  
CERTIFIED FUNDS AVAILABLE UNDER  
SAP NUMBER \_\_\_\_\_  
SAP COST CENTER \_\_\_\_\_  
GL. ACCOUNT \_\_\_\_\_  
AMOUNT 0.00

BY:  09/11/2018  
for Comptroller Date



## EXHIBIT A

### Duties and Obligations of the Parties

This Appendix sets forth the duties and obligations of the Commonwealth of Pennsylvania, Department of Transportation ("PennDOT") and the Delaware Department of Transportation ("DelDOT"), hereinafter sometimes individually referred to as "State," with respect to the implementation of the provisions of 75 Pa.C.S. § 1380 (relating to suspension of registration upon unpaid tolls) as required by Section 3 of the Act of November 4, 2016, P.L. 1277, No. 165 (Act 2016-165) and 21 Del. C § 422 – 423, which authorizes DelDOT to enter into this reciprocity agreement and deny vehicle registration renewals in accordance with 21 Del. C § 810.

#### 1. Suspension and Registration Hold Responsibilities Generally

Each State is responsible for vehicle registration suspension or registration hold for toll violations involving vehicles within that state after notification of the other State, in accordance with the laws and regulations of the state where the vehicle is registered.

- a. **Registration Suspension Requests.** Upon notification from DelDOT for processing for the imposition of suspensions authorized by 75 Pa.C.S. § 1380, PennDOT shall:
  - i. Issue and mail official notices of registration suspensions for actions taken pursuant to the authority granted by 75 Pa.C.S. § 1380(f);
  - ii. Provide DelDOT error messages that PennDOT could not process; and
  - iii. Provide to DelDOT confirmation messages for records PennDOT is able to process.
- b. **Registration Holds Requests.** Upon notification from PennDOT for processing for the imposition of vehicle registration holds authorized by 21 Del. C § 810, DelDOT shall:
  - i. Issue and mail official notice of registration holds for actions taken pursuant to the authority granted by 21 Del. C. § 810;

- ii. Provide PennDOT error messages that DelDOT could not process the registration hold request; and
- iii. Provide to PennDOT confirmation messages for records DelDOT is able to process.

**2. Duties and Obligations of DelDOT.**

- a. **Tag Interrogations.** DelDOT shall provide PennDOT by the agreed upon secure electronic transfer of the violator's registration plate configuration.
- b. **Notification.** DelDOT shall mail notification to Pennsylvania registrants, who have reached the threshold for suspension, that they intend to request a registration suspension by PennDOT.
- c. **Suspension Requests.** DelDOT shall securely transmit in near real time via secure web service registration suspension data to PennDOT. Suspension information that is received by PennDOT from DelDOT shall be processed by PennDOT and information forwarded to DelDOT in near real time. The request shall include, but is not limited to, the information as detailed in subsection 2(e)(i) below.
- d. **Release of Suspension.** DelDOT shall securely transmit in near real time through a web-service notification of registrants who have paid outstanding toll violations or entered into a payment agreement. This notification shall serve as DelDOT's withdraw of their request to suspend a Pennsylvania vehicle registration. The suspension release data transmitted shall include, but is not limited to, the information as detailed in subsection 2(e)(ii) below.
- e. **Data for Suspensions Requests and Releases.**
  - i. The data provided by DelDOT for registration suspension requests for Pennsylvania-registered vehicles shall include the following:
    - 1. Vehicle title number;
    - 2. Registration plate number;
    - 3. Vehicle owner or Registrant's name;
    - 4. Vehicle owner or registrants' s address; and
    - 5. Delaware tolling entity contact information.

- ii. The data for the registration suspension release shall contain the following:
    - 1. Vehicle title number;
    - 2. Registration plate number; and
    - 3. Suspension release date.
  - iii. Where a registration plate number does not match a registration plate number on PennDOT's database, PennDOT shall return an error message to DelDOT specifying there is no match. Confirmation messages will be sent for records PennDOT was able to match.
- f. DelDOT shall inform Pennsylvania registrants to contact PennDOT to complete any additional requirement to reinstate their registration, if any.

### 3. **Duties and Obligations of the PennDOT.**

- a. **Tag Interrogations.** PennDOT shall provide DelDOT by the agreed upon secure file transfer the violator's registration plate configuration.
- b. **Registration Hold via Web service.** PennDOT shall securely transmit in near real time via web service vehicle registration data to DelDOT to request a registration hold.
- c. **Release of Registration Hold.** PennDOT shall transmit in near real time through a web-service notification of registration records that have paid outstanding toll violations or entered into a payment agreement. This notification shall serve as Pennsylvania's withdraw of the request to hold a Delaware vehicle registration.
- e. **Data for Registration Holds and Releases**
  - i. The data provided by PennDOT for registration hold requests for Delaware-registered vehicles shall include the following:
    - 1. Vehicle title number;
    - 2. Registration plate number;
    - 3. Vehicle owner or Registrant's name;
    - 4. Vehicle owner or registrants' s address; and
    - 5. Pennsylvania tolling entity contact information.

- ii. The data for the registration hold release shall contain the following:
  - 1. Vehicle title number;
  - 2. Registration plate number; and
  - 3. Hold release date.
- iii. Where a registration plate number does not match a registration plate number on the DelDOT database, DelDOT shall return an error message to PennDOT specifying there is no match. DelDOT shall return confirmation messages for records they were able to match.

4. **Vehicle Owner or Registrant Appeal.**

- a. Each State seeking vehicle registration suspension or registration hold under this Agreement shall ensure the State tolling entity provide the vehicle owner or registrant written notice by first class mail of its intent to seek registration suspension or registration hold in accordance with the laws and regulations of the State where the vehicle is registered and afford the owner or registrant with the opportunity to be heard during an administrative proceeding. Appeals of out of state tolling violations will not require out of state vehicle owners or registrants to appear in person.
- b. Statutory appeals of vehicle registrations suspensions or registration holds will be handled according to home state procedures.

- i. **Pennsylvania Procedures**

- (1) **Legal and Documentary Support to Defend Statutory Appeals.** In the event that a vehicle owner or registrant files a statutory appeal pursuant to 75 Pa.C.S. § 1377 from a vehicle registration suspension imposed pursuant to 75 Pa.C.S. § 1380, PennDOT shall promptly notify DelDOT's legal department of that statutory appeal and provide DelDOT's legal department with a copy of the appeal petition. DelDOT shall provide PennDOT with certified copies of all unpaid toll violations that were used as a basis for imposing the registration suspension under 75 Pa.C.S. § 1380 within thirty (30) days from the date PennDOT notifies DelDOT of the

filing of the statutory appeal. DelDOT certification of the copies of the toll violations shall be under seal and conform to the requirements of 42 Pa.C.S. § 6103 (relating to proof of official records) and 42 Pa.C.S. § 6109 (relating to photographic copies of business and public records). Upon timely request from PennDOT's Office of Chief Counsel, DelDOT shall provide necessary witnesses to authenticate its certified documents or otherwise facilitate the admission of such certified documents into evidence to support the registration suspension imposed under the authority of 75 Pa.C.S. § 1380(a) or (d).

- (2) **Statutory Appeals.** PennDOT's Office of Chief Counsel shall defend statutory appeals of vehicle registration suspensions imposed under 75 Pa.C.S. § 1380 to the various courts of common pleas pursuant to the right provided vehicle owners by 75 Pa. C.S. § 1377 (relating to judicial review). PennDOT shall have the sole discretion to decide whether adverse decisions from the courts of common pleas shall be appealed to the appellate courts of this Commonwealth.

- ii. **Delaware Procedure** - Delaware has no statutory right of appeal for registration holds. Delaware residents are notified on the Delaware violation notice that a registration hold is a possible consequence for failure to pay or appeal their toll violation.