

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF MOTOR VEHICLES  
LICENSE AGENT’S AGREEMENT**

This Memorandum of Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of October, 2022, between the Commissioner of the Department of Motor Vehicles of the Commonwealth of Virginia (“Commissioner”), pursuant to authority vested in the Commissioner by Section 46.2-205 of the *Code of Virginia*, as amended, and the Commonwealth of Virginia’s budget, and Teresa Cherry, Treasurer for the City of Colonial Heights, Virginia, License Agent (“Agent”).

**1. Purpose of the Agreement**

The purpose of this Agreement is to establish the terms and conditions under which the Commissioner of the Department of Motor Vehicles (“DMV”) has appointed Agent to establish and maintain a License Agency of DMV (“DMV Select”) in the City of Colonial Heights, Virginia. The purpose of such DMV Select shall be to make certain vehicle and other customer services available to citizens as an alternative to visiting a DMV Customer Service Center. The services available to citizens at such DMV Select shall include only those services specified in this Agreement.

For purposes of this Agreement, the terms “Commissioner” and “DMV” are used interchangeably.

**2. Term**

This Agreement will be effective from October 24, 2022, until June 30, 2023, and may be renewed only by a written agreement between the parties.

**3. Duties and Responsibilities of the Parties**

**A. Duties and Responsibilities of Agent**

Agent agrees:

1. To act as Agent for the Commissioner within the specific limitations established by this Agreement and to maintain, at Agent’s expense, a DMV Select in the City of Colonial Heights, Virginia.
2. That Agent may not hold itself out as an agent of DMV for any purpose other than conducting the transactions and performing the services specifically authorized by the Commissioner and that Agent acknowledges that it is without any authority whatsoever to bind DMV or the Commissioner or to incur any obligation on behalf of DMV or the Commissioner.

3. That the only transactions Agent may perform under this Agreement are those transactions specifically authorized by the Commissioner, which include the following:

- a) To process applications for the titling and registration of motor vehicles, unless otherwise expressly prohibited by this Agreement.

Agent is expressly authorized to process vehicle titling and registration transactions for the departments, agencies, and subdivisions of the City of Colonial Heights, Virginia. Such transactions shall not be included in the calculation of Agent's monthly compensation under this Agreement. All other terms applicable to the processing of transactions under this Agreement shall apply to these transactions;

- b) To issue motor vehicle license plates and/or decals;
- c) To issue disabled parking placards;
- d) To issue driver transcripts and compliance summaries;
- e) To accept and process changes of address and voter registration applications; and
- f) To collect fees, taxes, penalties and other monies as set forth in this Agreement, and in accordance with the guidelines hereinafter established.

Any additional authorized transactions or duties to be assigned to Agent will be identified in writing by DMV.

4. That, notwithstanding the foregoing, Agent, its employees, agents, and/or authorized users may not:

- a) Process any titling or registration transactions for any business or any other entity that has entered into an agreement with DMV, and/or a DMV-approved third-party, which authorizes the business or entity to utilize online services to electronically transmit applications, filings, and fees relating to motor vehicle transactions directly to DMV's databases. These entities include:

- 1) Online Dealers;
- 2) Users of DMV's EZ Fleet system; and
- 3) Users of DMV's Online Salvage Pool.

Prohibited transactions specifically include the processing of a title into the name of an Online Dealer.

Notwithstanding the foregoing, Agent may process title and registration transactions for customers, who have purchased trailers from online trailer dealers, provided such transactions are initiated by the customers and not the dealers;

- b) Process any titling or registration transactions for any franchised motor vehicle dealers;

- c) Process any transcript, titling, or registration transactions in connection with the enforcement of mechanic's or storage liens, regardless of whether the transactions are for the mechanic's or storage lien holders or subsequent purchasers of the vehicles;
- d) Process any titling transactions that involve out-of-state titles with salvage brands or indicators;
- e) Process any titling or registration transaction associated with foreign market vehicles (also known as "grey market" vehicles) pursuant to *Virginia Code* § 46.2-602;
- f) Access their own customer records, the customer records of their direct family members, or process any transactions for themselves or their direct family members, except as expressly authorized in Section (3)(A)(3), above; or
- g) Waive any required fee, unless authorized by law or DMV policy to do so and proper documentation, as described in the applicable procedures, is submitted to establish that the customer is entitled to the waiver.

Use of the DMV system in a non-approved manner to access the records, process the transactions, or waive the fees described above shall be grounds for termination of this Agreement, may result in criminal prosecution of Agent or its employees, agents, and/or authorized users, and may require financial restitution to be made to DMV, as described in Section (3)(C), below.

- 5. To abide by all applicable standards, rules, regulations and procedures, as established by the Commissioner and incorporated into this Agreement by reference in Section (3)(D), below.
- 6. To attend all training workshops and informational meetings provided by the Commissioner for License Agents. In addition, Agent and its employees will receive and must complete any and all electronic training provided by DMV, including any required to be conducted through the Commonwealth of Virginia Learning Center computer-based training system. Such electronic training shall only be required for each person, to whom an Okta Authentication has been issued for access to DMV driver and vehicle record files.
- 7. That, in addition to the duties agreed to by Agent herein for the processing of DMV transactions, Agent may elect to execute optional agreements for any of the following transactions referenced in sub-paragraphs a) and b) of this paragraph. Participating Agents will be compensated in accordance with the provisions of the individual agreements. No transactions processed pursuant to an election under this paragraph shall be considered in the calculation of compensation under this Agreement. This paragraph shall in no way negate, terminate, modify, or otherwise interfere with any existing agreement Agent may have with another entity to process these transactions.
  - a) Processing Virginia Department of Wildlife Resources ("DWR") Transactions ("DWR Addendum")

Agent may elect to accept delegation by DMV of the authority to process certain transactions for DWR, subject to approval by DWR. Agents electing to execute the DWR Addendum will be bound by DWR's processing procedures.

b) Selling E-ZPass On-the-Go Transponders ("E-ZPass Addendum")

Agent may elect to sell E-ZPass On-the-Go transponders as part of an agreement between DMV and the Virginia Department of Transportation ("VDOT"). Agents electing to execute the E-ZPass Addendum will be bound by its provisions regarding the procurement and sale of the transponders.

8. That Agent may solicit customers and/or advertise DMV services, at the Agent's sole expense, only after receiving written approval from the Commissioner for any materials to be used for such solicitation and/or advertising. In addition, any memoranda, notices, or other communications regarding DMV services, policies, and/or procedures to be provided to customers shall be drafted and/or approved by the DMV Communications Office before release by Agent. Furthermore, when soliciting customers or advertising DMV services, Agent shall not:
  - a) State that Agent has any special connection with DMV that would benefit a potential customer;
  - b) Use any DMV logo, license plates, or other DMV-related signs in any manner which is unconnected to the performance of duties under this Agreement; and
  - c) Use any DMV logo, license plates, or other DMV-related signs without obtaining advance written approval from DMV as to the exact nature and form of the use of such items. Unauthorized use of such items or the failure to obtain advance permission for their use from DMV may result in the immediate termination of this Agreement.
9. To inform and educate DMV Select customers about DMV products that might be of interest to them including, but not limited to, driver transcripts, certified driver transcripts, multi-year vehicle registration renewals, and specialty and personalized license plates, as well as the option to pay for DMV services with a debit card instead of a credit card.
10. That, insofar as Agent, its employees, agents, and/or authorized users may engage in the use of one or more available forms of social media during the course of business, all requirements and prohibitions contained in this Agreement apply to such activity. Furthermore, Agent understands and acknowledges that Agent, its employees, agents, and/or authorized users may not take any action or engage in any activity through social media outlets which would cast DMV in a false or negative light or which would otherwise violate any provision of this Agreement.
11. To furnish and maintain a suitable and secure office at a location convenient to the public and approved by the Commissioner, which shall:

- a) Be maintained through regular janitorial service, and painted when needed, ensuring that the office will be clean and attractive;
  - b) Include adequate parking for motor vehicles to accommodate DMV patrons; and
  - c) Include, at Agent's cost, technical equipment, e-mail, and network capabilities required to access the DMV secure, web-based Internet connection.
12. That any electronic equipment used by Agent to obtain access to the DMV-approved electronic network must:
- a) Be a termination point in the network, and not serve as an intermediate communications link; and
  - b) Connect directly to the DMV electronic network, and not connect to DMV by passing through any intermediate server(s) or system(s) in the connection process.
13. To implement procedures to ensure that electronic equipment used to access DMV information, and the information available therefrom, including any monitor, printer, printout or other form of display or duplication of driver or vehicle record information, and including any printed copy of a vehicle record or driver transcript, shall be placed so as to prevent the information from being viewed by persons who are not authorized users of the equipment.
14. To use due care and diligence in order to protect electronic equipment supplied by DMV from damage. Agent shall be liable to DMV for damages to such equipment caused by any act or omission of Agent, its employees, agents, and/or authorized users. Agent shall, at Agent's own expense, insure such equipment for all insurable risks in an amount equal to the full replacement value of said equipment. Agent shall safeguard the equipment and keep such equipment free from moisture, dust, and undue disturbance. The Agent shall, within ten (10) days of cancellation or termination of this Agreement, return all equipment supplied by DMV in the same condition as received from DMV, reasonable wear and tear excepted.
15. To maintain service for the public during reasonable hours and at a minimum of 35 hours per week. The hours of operation must be the same each week, and the required 35 hours must occur between 8:00 a.m. and 5:00 p.m. on Monday through Friday and between 8:00 a.m. and 12:00 p.m. on Saturday. Weekday hours must be continuous from opening time to closing time, with no interruptions in service availability during the day. In no event shall Agent be open for more than four (4) hours on Saturday. Agent shall not be open on Sundays and may be closed on state or federal holidays, or on any other days that DMV Customer Service Centers are closed. Agent agrees and acknowledges that Agent must obtain written approval from the Commissioner or his designees before operating the DMV Select on a schedule that does not meet the minimum requirements specified herein. Agent agrees to notify designated DMV personnel immediately if an emergency closing is needed.

16. To obtain written approval from the Commissioner before changing the address at which the DMV Select is located, the days and/or hours of operation of the DMV Select, or the telephone number(s) (including fax line, if any) used by the public for contacting Agent. Agent shall submit any requests for approval of any such changes to the Commissioner no less than 90 days prior to the anticipated effective date of any such change; however, in the event of a disaster, an emergency, or a state of emergency, as those terms are defined in *Virginia Code* § 44-146.16, that affects the locality where Agent is located, Agent shall submit any request for approval of any such changes to the Commissioner as soon as practicable. Agent may not implement any such changes without the written approval of the Commissioner or his designees.
17. That Agent is required to comply with, and shall be subject to the penalties for violations of *Virginia Code* § 24.2-411.3, the Voting Rights Act, 52 U.S.C. § 10101 *et seq.*, and the National Voter Registration Act of 1993 (also referred to as "Motor Voter"), 52 U.S.C. § 20501 *et seq.*, as these statutes apply to the services provided pursuant to this Agreement.

Agent further understands and acknowledges that compliance with these statutes may include, but is not limited to, compliance with the requirements of Section (3)(A)(15) to enable the Commissioner to submit and obtain approval from the United States Department of Justice for any requested change, should such approval be required under federal law.

18. That the office(s) and immediate surrounding area, the parking lot, and all services provided pursuant to this Agreement must be accessible by individuals with disabilities in compliance with the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101 *et seq.* Agent must provide DMV with certification that Agent's office(s), the parking lot, and the area immediately surrounding the office(s) are in compliance with the ADA by no later than six (6) months from the date when this Agreement goes into effect as stated in Section (2). After receipt of the certification and upon renewal of the Agreement, Agent must certify that no alterations of Agent's office(s), the parking lot, and the area immediately surrounding the office(s) have occurred that would affect compliance with the ADA; or if any such alterations have occurred, Agent must provide DMV with certification that the alterations are in compliance with the ADA by no later than six (6) months from the date the renewed Agreement goes into effect per Section (2).
19. To display signs that are provided by DMV as directed by representatives of the DMV Customer Service Management Administration, and to not display any other signs related to DMV Select services without the prior written approval of DMV.
20. To limit access to the electronic equipment and to the data and information from DMV files available through such equipment to those persons who are authorized users. For the purposes of this Agreement, only those persons who have been

appointed by the Commissioner and who have been properly instructed as to their duties and responsibilities shall be authorized users.

21. To perform criminal-background checks on all personnel before they are assigned to perform any functions of this Agreement. Agent shall certify in writing that such checks have been completed and the employees are eligible to perform the functions of this Agreement when requesting that said employees be appointed by the Commissioner as authorized users. Agent specifically agrees that any employee convicted of a felony shall not be allowed to:
  - a) Perform any duties as outlined in this Agreement;
  - b) Access the equipment used to perform any functions of this Agreement; or
  - c) Have access to data and information in DMV files.
22. To authorize DMV to conduct criminal history background checks on Agent, its employees, agents, and/or authorized users, and to provide DMV with necessary authorizations to conduct such checks, when requested by DMV.
23. To submit reports, including daily activity reports, inventories of license plates and decals, daily work processed and any other such reports as may be required by the Commissioner and in all other respects to comply with the *Code of Virginia*.
24. To receive, securely store, issue, account for, and be fully responsible for such title documents, license plates, decals or any other items of value entrusted to the Agent by the Commissioner, and to return such items upon cancellation or termination of this Agreement. Agent agrees to follow all accountability procedures as set forth in the DMV Select Operational Manual and the Customer Service Center Operations Manual (CSCOM).
25. To use United States Postal Service first-class-mail delivery unless otherwise specifically approved and/or directed by the Commissioner for DMV-related mailings. Agent shall maintain a log of all postage costs, which log is to include the date, recipient, cost, and form of delivery used.
26. To implement procedures to ensure that any printed copy of a vehicle or driver record obtained from DMV files shall be shredded when its legitimate use has ended.
27. To follow all record retention procedures and schedules as provided in the DMV Select Operational Manual and the CSCOM.
28. To use a sign-up sheet for all individuals not associated with Agent that conduct matters outside of the dedicated areas used to perform the services authorized by this Agreement. DMV will provide the sign-up sheet for Agent to use.

29. That Agent, its employees, agents, and/or authorized users shall not discriminate against a customer on the basis of an individual's race, gender, color, national origin, religion, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability while conducting the transactions and performing the services specifically authorized by the Commissioner.
30. In lieu of the license agent bond requirement of *Virginia Code* § 46.2-205, Agent, as a Constitutional Officer currently bonded through the Virginia Department of the Treasury, Division of Risk Management, expressly assumes liability for the faithful discharge of duties under this Agreement.

## **B. Duties and Responsibilities of DMV**

DMV agrees to:

1. Make available to Agent, by way of the DMV-approved electronic network, access to DMV vehicle and driver record files, such access to be limited in scope to that information needed by Agent to discharge the responsibilities set forth in this Agreement.
2. Supply Agent with all necessary agency forms to provide services to the public.
3. Supply Agent with signs to be used to direct customers to the DMV Select.
4. Provide Agent with timely updates when DMV modifies existing or creates new applicable standards, procedures, and rules.
5. Supply Agent with at least one (1) credit card terminal, at DMV's expense, for use in processing transactions associated with this Agreement. DMV will be responsible for the cost of an annual software maintenance agreement for each terminal supplied. Agent may request additional credit card terminals from DMV at Agent's expense, to be paid for in accordance with Section (3)(C)(12). Agent shall be responsible for all fees associated with any additional terminals purchased.

## **C. Financial Obligations**

The parties agree that:

1. Except as otherwise provided for in this Agreement, Agent shall be responsible for all funds related to transactions processed by Agent as a License Agent, and shall reimburse DMV for any such funds. Agent shall process all monies collected pursuant to this Agreement for a primary settlement by no later than 9:59 p.m. of the same calendar day that the monies for that primary settlement are received by Agent. For purposes of this Agreement, "primary settlement" occurs when Agent, its employees, agents, and/or authorized users process a transaction on DMV systems for a given calendar day. Agent agrees not to charge DMV applicants any



fees for filling out DMV applications or for other services pertaining to DMV transactions unless authorized by the Commissioner.

2. Agent shall keep all monies collected pursuant to this Agreement separate from any other funds for which Agent is responsible. All monies collected on behalf of DMV or in connection with DMV transactions must be kept in a lockable drawer or designated money bag and may not be comingled with funds collected by Agent in the course of duties or business unrelated to this Agreement.
3. Agent shall deposit all monies collected on behalf of DMV or in connection with DMV transactions to the credit of the Treasurer of Virginia in a depository assigned by the Commissioner, such deposits to be on a daily basis or as directed in writing (either electronically or by mail) by the Commissioner. Failure to deposit monies in a timely manner may result in suspension or termination of this Agreement.
4. Agent cannot be held responsible for bad check or other such failure to pay by customers as long as DMV accountability procedures are followed.
5. Compensation for Agent shall be at the rate provided for in *Virginia Code* § 46.2-205, the Commonwealth of Virginia's budget, or as otherwise provided for by act of the General Assembly.
6. Payment to Agent shall be made by DMV through the Commonwealth's electronic data interchange (EDI) process, and Agent agrees to supply all necessary bank information in order to facilitate electronic payments by DMV to Agent.
7. Agent assumes liability and agrees to reimburse DMV for fund shortages, shortages of license plates or decals at their stated value, and any erroneous payments in connection with DMV transactions, regardless of the reason therefor. At the end of each fiscal year, DMV is required by law to report unremitted reimbursements under this provision to the Virginia Department of Accounts as outstanding obligations owed by the city of which Agent is a Constitutional Officer.
8. Compensation shall be paid monthly and DMV may withhold any portion of the compensation in order to recover any or all reimbursements for shortages owed under Section (3)(C)(7), above, upon discovery of the shortages and regardless of the dates thereof. DMV and Agent may establish alternate methods of reimbursement, or a combination thereof, if practicable and desirable to the parties.
9. DMV will not pay any compensation for any collections made by the Agency in connection with any transaction that Agent conducted without authority. If DMV discovers that Agent conducted unauthorized transactions and that the collections from such unauthorized transactions were included in the calculations for any compensation paid for Agent's services, DMV may deduct the amount of the compensation incorrectly paid for such unauthorized transactions from the next monthly payment.

10. DMV shall not be responsible for any extra clerk hire or other business-related expenses or business equipment expenses occasioned by their duties, unless agreed to in advance in writing by the Commissioner.
11. DMV will reimburse Agent for freight and postage costs associated with the operation of the DMV Select and the processing of DMV-related transactions, except that, pursuant to agency-wide policy, no reimbursement will be paid for work processed for and returned to out-of-state dealers or mailed directly to customers of out-of-state dealers. Agent shall invoice DMV periodically, but not more frequently than quarterly, for such costs and include a copy of the log required to be maintained under this Agreement.
12. If Agent has requested additional credit card terminals, as permitted under Section (3)(B)(5), Agent may choose to have DMV send Agent an invoice for the fee for each requested terminal or withhold such fee from Agent's compensation over a period of one (1) to three (3) months.

#### **D. Items Incorporated by Reference**

The following and all future versions thereof are incorporated by reference into this Agreement:

1. The DMV Select Operational Manual;
2. The DMV Customer Service Center Operations Manual;
3. The DMV Vehicle Licensing Guide;
4. The DMV Driver Licensing Guide; and
5. All other standards, rules, regulations, and procedures, as established and/or amended by the Commissioner from time to time.

### **4. Termination**

#### **A. Termination by Either Party**

This Agreement may be terminated by Agent only upon 90 days prior written notice to the Commissioner, or by the Commissioner at any time and for any reason by notice in writing to the Agent. Notice shall be deemed given on the date delivered to the other party or, if sent by mail, 5 days from the date of mailing as indicated by the postmark on the item. The mailing addresses for the Commissioner and Agent are given in the signatory block of this Agreement. Should Agent fail to provide DMV with the required 90 days written notice, DMV may withhold a portion of Agent's compensation equal to the costs incurred by DMV arising from Agent's termination of the Agreement. Agent shall be responsible for any costs and attorney's fees incurred by DMV associated with any action or proceeding brought as a result of Agent's termination of the Agreement.

## **B. Termination by DMV**

1. The Commissioner may immediately suspend or terminate the access privileges of Agent, or of any individual authorized user, or terminate this Agreement upon the breach by Agent, its employees, agents, and/or authorized users, of, or failure to fulfill, any responsibility established or required pursuant to this Agreement. The Commissioner, in his sole discretion, may provide Agent with notice of a breach of this Agreement and may provide Agent with an opportunity to cure said breach. However, in no event shall such notice and opportunity to cure constitute a waiver by the Commissioner of his right to terminate this Agreement at any time, with or without cause, under any other provision of this Agreement.
2. The Commissioner may terminate this Agreement immediately upon discovery/notice that Agent, or any of its employees, agents, and/or authorized users, have been convicted of a felony including, but not limited to, bribery, forgery, fraud or embezzlement under any state or federal laws, or have been convicted of any offense included in Chapter 4, Article 7 (§ 18.2-61 *et seq.*) of Title 18.2 of the *Code of Virginia* (Criminal Sexual Assault), or of any similar laws of any other state or of the United States.

## **5. Confidentiality and Compliance with Laws**

Agent understands and agrees that:

- A. Any information obtained by Agent, its employees, agents, or authorized users pursuant to this Agreement or use of DMV's network may be of a personal or confidential nature and subject to and governed by restrictions upon access, use, and/or dissemination of information set forth in state and/or federal laws and regulations. Agent agrees without reservation or qualification that it and its employees, agents, and authorized users shall comply with, and be subject to the penalties for violations of, all laws and regulations, whether federal or state, pertaining to the access, use, and/or dissemination of information, including but not limited to, the Federal Driver's Privacy Protection Act of 1994, 18 U.S.C. § 2721 *et seq.*; the Federal Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*; the Government Data Collection and Dissemination Practices Act, *Virginia Code* § 2.2-3800 *et. seq.*; *Virginia Code* § 46.2-208; and *Virginia Code* § 58.1-3.
- B. Distribution of privileged information, as described at *Virginia Code* § 46.2-208, to any third party is prohibited unless specifically provided for in this Agreement. If dissemination to a third party is allowed, Agent shall only disseminate privileged information to third parties subject to the original purpose specified in this Agreement and consistent with Title 46.2 of the *Code of Virginia*. If Agent is a federal, state, or local governmental entity, local government group self-insurance pool, law-enforcement officer, attorney for the Commonwealth, or court, or the authorized agent of any of the foregoing, Agent certifies, by execution of this Agreement, that the information obtained will not be used for civil immigration purposes or knowingly disseminated to any third party for any purpose related to civil immigration enforcement.

- C. Agent is aware of the penalties for violating all enumerated laws; and Agent shall make all of its employees, agents, and/or authorized users of the DMV-approved electronic network aware of such provisions and of their duties and obligations under those laws. Agent agrees that any information obtained by Agent, its employees, agents, and/or authorized users pursuant to this Agreement shall be used for no purpose other than the purpose for which it was furnished and will comply with all laws, federal or state, with regard to both information obtained from DMV and information and/or documents that were received from customers and will be transmitted to DMV by Agent, including application forms, tax information, vehicle and driver record information, and other related materials.
- D. Agent, its employees, agents, and/or authorized users shall not sell or impart to any person, firm, corporation, or other business entity any information obtained from DMV records and/or from customers conducting DMV transactions, including but not limited to lists of individuals obtained for the purpose of soliciting license renewal applications, lists of the persons to whom license plates and/or decals have been issued, or any information of any kind tending to disclose the person or persons to whom the same was issued.
- E. Agent shall be liable for any of the following actions by Agent, its employees, agents, and/or authorized users:
  - 1. Misuse or misappropriation of any driver or vehicle record or related information obtained from DMV in connection with this Agreement;
  - 2. Failure to comply with statutory privacy and confidentiality provisions, as described in this Agreement;
  - 3. Failure to safeguard and limit access to DMV files as required herein;
  - 4. Damages resulting from acts or omissions relating to Agent's duties hereunder in registering or titling motor vehicles, issuing motor vehicle license plates and/or decals, issuing disabled parking placards and driver transcripts, collecting and handling taxes, fees and other monies collected in connection therewith, safeguarding DMV materials such as license plates and decals, or any other activity undertaken by Agent under this Agreement; and
- F. Agent's duty to ensure the confidentiality and authorized use of DMV records in accordance with all laws, DMV policies and procedures, and this Agreement is mandatory and cannot be waived, changed, altered or modified in any manner. Agent acknowledges that any breach of that duty will result in immediate suspension of its privileges under this Agreement or termination of this Agreement.

## **6. Governing Laws**

This Agreement will be construed in accordance with and governed by the laws of the Commonwealth of Virginia. Any litigation arising under or concerning the Agreement shall be brought in a court of competent jurisdiction of the Commonwealth of Virginia.

## **7. Assignment, Subcontracting, and Transfer**

The rights and liabilities of this License Agent's Agreement may not be assigned except by written agreement of the parties.

## **8. Audits**

The Commissioner, his authorized agents, and/or state auditors shall have the right to inspect and audit all books, records, reports, logs, and other documents relating to this Agreement and the transactions conducted hereunder, during the stated term and for 3 years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. DMV, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during such period.

Furthermore, in the event of any third-party audit of DMV operations for mandatory compliance with Purchase Card Industry (PCI) standards, Agent agrees to cooperate with such third-party auditors to the extent necessary to complete the audit. An audit for PCI compliance will include a review of all credit card terminals used to process payments for DMV transactions under this Agreement, as well as all records, reports, logs, and other documents related to the processing of those payments. Such audit may also require granting auditors access to the computer(s) used to process such transactions. DMV will advise Agent in advance of any requirement for third-party auditors to conduct an audit under this section.

## **9. Modification and Amendment**

This Agreement, including any addenda at the time of execution or subsequently executed, constitutes the entire agreement between the parties relating to the subject matter contained herein. This Agreement may be modified or amended only by a writing signed and dated by both parties. Any such amendments or modifications will be incorporated and made a part of this Agreement, and attached hereto.

## **10. Severability**

The invalidity of any section, subsection, clause or provision of this Agreement, including any appendices, will not affect the validity of the remaining sections, subsections, clauses or provisions of the Agreement.

Should a court of competent jurisdiction find any clause or provision of this Agreement unenforceable, that clause or provision shall be struck from the Agreement, or may be modified as the court sees fit, in a manner that allows other clauses or provisions of the Agreement to remain in full force and effect.

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year first written above.

Agent:

Virginia Department of Motor Vehicles

By: \_\_\_\_\_  
Teresa Cherry, Treasurer  
City of Colonial Heights, Virginia  
201 James Avenue  
Colonial Heights, VA 23834

By: \_\_\_\_\_  
Linda B. Ford, Acting Commissioner  
2300 West Broad Street  
P.O. Box 27412  
Richmond, VA 23269-0001

Consent of Chief Administrative Officer

I am the chief administrative officer of the City of Colonial Heights, Virginia and I hereby consent to the above agreement. I acknowledge that I understand the Commonwealth of Virginia's budget sets out terms governing the remittance by DMV of the compensation due to the Constitutional Officer(s) named in the above agreement and the appropriation of such funds by the City of Colonial Heights to said Constitutional Officer(s). I agree that any such terms in effect during the term of this Agreement shall be followed by the City of Colonial Heights.

By: \_\_\_\_\_  
Douglas E. Smith, City Manager  
City of Colonial Heights

Commissioner of Revenue/Treasurer Agreement  
Revision Date: 9/7/2022