

# Unified Carrier Registration Agreement

*UCR Board*  
*Avelino Gutierrez, Chair*  
*Robert Pitcher, Vice-Chair*

March 3, 2011

Mr. James P. Lamb  
President  
Association of Independent Property Brokers & Agents  
P.O. Box 96224  
Houston, TX 77213

Subject: Your letter to the Unified Carrier Registration Board of Directors dated  
November 16, 2010

Dear Mr. Lamb:

In your letter of November 16, 2010, the Unified Carrier Registration Board of Directors (“UCR Board”) you raise certain issues involving the administration of the Unified Carrier Registration Act, 49 U.S.C. § 14504a et seq. (“UCR Act”). Your letter specifically asks for an explanation of the following:

- 1) Why and under what authority the UCR Board imposes a usage fee and instant access fee;
- 2) Why the online UCR system charges a usage fee to entities outside the State of Indiana but does not charge such fees to those entities from within the State of Indiana; and
- 3) What happens to the usage fees and the instant access fees once they are collected, that is, how are they spent and/or otherwise disbursed.

Your questions are asked under your stated assumption that the UCR Board collects money for administrative costs associated with the unified carrier registration plan and agreement. Finally, you ask for copies of any and all documents in the custody of the UCR Board that pertain to the UCR Board decision regarding the imposition and collection of a usage fee and an instant access fee and notifications and requests for authorization to charge such fees.

Your assumption that the UCR Board collects and spends money for administrative costs associated with the Unified Carrier Registration Plan and Agreement is incorrect. It is true that the UCR Board has recommended, and the Federal Motor Carrier Safety Administration (“FMCSA”) has approved, the inclusion of administrative fees in the fee calculation. However, since the inception of the UCR Program, no money has been collected and no money has been spent on administrative costs. The reason for this can be found in the language of the UCR Act which requires full payment to the states of all

UCR revenue owed to the states before any collected funds are spent on administrative costs of the Unified Carrier Registration Plan and Agreement. 49 U.S.C. § 14504a(h)(3)(B). Since the states collectively in each UCR registration year have not received all of the money they are entitled to receive the UCR Board has neither collected nor spent any administrative money.

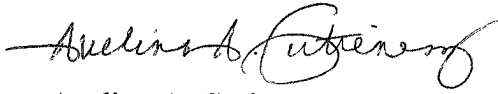
In answer to your first question, the UCR Board allows the State of Indiana to impose a usage fee and instant access fee under authority given to the UCR Board by the UCR Act. Under the UCR Act the UCR Board is authorized to “issue rules and regulations to govern the UCR agreement. The rules and regulations shall . . . provide for the administration of the unified carrier registration agreement . . .” 49 U.S.C. § 14504a(d)(2)(B). Also, the UCR Board “may contract with any person or any agency of a State to perform administrative functions required under the unified carrier registration agreement . . .” 49 U.S.C. § 14504a(d)(6).

On August 9, 2007 the UCR Board authorized the UCR Board Chair to execute a Memorandum of Understanding (“MOU”) between the UCR Board and the State of Indiana governing the development, management, operation, and hosting of an Indiana Department of Revenue UCR System accessible to other states and registrants, and the UCR Board authorized the Chair to make any changes necessary prior to signature by the Chair at the Chair’s discretion. *See*, enclosed minutes of the August 9, 2007 meeting of the UCR Board. The MOU was executed on January 7, 2008 and contains provisions that allow for the State of Indiana to charge and collect a \$3 transaction fee and a credit card instant access fee. *See*, enclosed MOU between the State of Indiana and the UCR Board.

In answer to your second question, I believe the Indiana system only charges one fee to entities outside the State of Indiana that it does not charge to entities from its state, namely a \$3 transaction fee. Otherwise, the State of Indiana charges its own entities from the State of Indiana the same credit card and e-check fees it charges to entities outside the State of Indiana. Incidentally, these credit card and e-check fees are not kept by the State of Indiana but instead are directly collected and kept by the banks providing the credit or issuing the electronic check. Also, it is important to note that if an entity subject to the fees imposed under the UCR Act wishes to avoid paying these fees, they can do so by registering directly with their base state and using a form of payment (check, money order, etc.) that does not impose any additional charges.

In answer to your third question, I believe, without knowing for certain, that the State of Indiana uses the \$3 transaction fees it collects to pay for the costs of running its on-line system. In any event, none of these transaction fees collected by Indiana are disbursed to the UCR Board or to any other state.

If you have any questions regarding this letter, please do not hesitate to contact me.  
Thank you.



Avelino A. Gutierrez  
Chair, UCR Board

cc: Unified Carrier Registration Plan Board of Directors  
Anne S. Ferro, Administrator, FMCSA  
Bill Bronrott, Deputy Administrator, FMCSA  
Jose M. Rodriguez, Transportation Specialist, FMCSA  
Fredric L. Wood, Office of Chief Counsel, FMCSA

**Memorandum of Understanding (MOU)**  
**Between**  
**Unified Carrier Registration**  
**Board of Directors (UCR BOARD)**  
**And**  
**The State of Indiana, Department of Revenue**  
**(INDOR)**

**State of Indiana**  
**100 N. Senate Avenue**  
**Indianapolis, IN 46204**

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## MEMORANDUM OF UNDERSTANDING (MOU)

### INTRODUCTION

The purpose of this document is to establish a memorandum of understanding between the U.S. Unified Carrier Registration Board of directors (UCR BOARD), and the State of Indiana, Department of Revenue (INDOR) regarding the development, management, operation, and hosting of an INDOR UCR System accessible to other states and registrants. This system's functionality will include registration functionality regarding the collection and distribution of funds collected by INDOR on behalf of UCR states. This agreement will govern the relationship between UCR Board and INDOR for operation and access to the INDOR developed UCR System.

#### Recitals

#### Witnessed That:

*Whereas*, the Indiana Department of Revenue (INDOR) operates a comprehensive, one-stop web site for Indiana Unified Carrier Registration information and transaction services, and through which electronic interface and Internet content development services and transactions are developed for Indiana carriers; and

*Whereas*, Unified Carrier Registration Board of Directors (UCR Board) has monitoring responsibilities of Unified Carrier Registration Agreement among states; and

*Whereas*, the Indiana Department of Revenue's Motor Carrier Services Division (INDOR/MCS) desires to permit utilization of its Unified Carrier Registration System by qualified others, including states and registrants, and

*Whereas*, Indiana Department of Revenue's Motor Carrier Services Division (INDOR/MCS) and Unified Carrier Registration Board of Directors desires to assist states and registrants with their own unified carrier registration and payment.

*Now Therefore*, this MOU is entered into between INDOR and UCR BOARD to further accomplish the mutual aims of both parties, upon the following terms and conditions:

1. **Incorporation of Recitals.** The above recitals are incorporated herein by reference as if reproduced verbatim.
2. **Unified Carrier Registration System transaction fees.** INDOR will, on behalf of UCR

**BOARD, operate and provide access to the Indiana developed Unified Carrier Registration System for other states and registrants under the following payment terms and conditions:**

- (a). INDOR will charge and collect \$3.00 for each unified carrier registration transaction completed through the portal. The exception to this fee charge will be the usage of the INDOR portal by States' employees for entry of unified carrier registration transactions.**
- (b). INDOR and the UCR BOARD agree to review transaction trends during the ninth (9th) month of each year of this agreement for the purpose of establishing a transaction fee level for each successive year.**
- (c). Each registrant registering under the Unified Carrier Registration shall pay a credit card instant access fee or an eCheck instant access fee as provided under this section.**
- (d). INDOR agree to accept the following credit cards for payment of Unified Carrier Registration transactions: MasterCard and Visa.**

**3. INDOR and UCR BOARD Duties.**

- (a). INDOR agrees to maintain accurate records pertaining to these Unified Carrier Registration transactions, and to reconcile the transactions on a monthly basis. INDOR shall distribute funds to the states collected on their behalf every thirty (30) days.**
- (b). INDOR agrees to setup a separate operational environment for the UCR system; and make it available as close to 24x7"24-hour, seven-days-a-week access" as reasonably possible (except for maintenance periods).**
- (c). INDOR will manage returned electronic check (eCheck) 'processing avoidance' by holding distribution for financial clearing of the all deposited checks received through the portal application.**
- (d). INDOR will notify States of the returned eCheck for collection. INDOR deems the collection of returned 'bad' checks the responsibility of the State which received the check and INDOR will hold returned check amounts from monthly distribution to the State of the returned eCheck(s) from payments received for that State.**
- (e). INDOR will not customize the UCR system for any individual state.**
- (f). INDOR will provide reporting and account inquiry at the State level for all States**
- (g). INDOR will provide real-time views by States and self-service capabilities for all**

users.

4. **Start Date.** The Start Date for this MOU shall be date of the last signature executed on this agreement.
5. **Public Records Law.** The parties acknowledge that INDOR intends to provide enhanced access to public records through the computer gateway administered by INDOR and the State of Indiana Office of Technology, pursuant to Ind. Code § 5-14-3-3.6(f). In accordance with Ind. Code § 5-14-3 et seq., the parties will not engage in unauthorized enhanced access to public records, unauthorized alteration of public records, or the disclosure of confidential public records. The parties covenant and agree to comply with Indiana Public Records Law, Ind. Code § 5-14-3 et seq. in all respects.
6. **Assignment.** Neither INDOR nor UCR BOARD shall assign or subcontract the whole or any part of this MOU without mutual written agreement.
7. **Term of Agreement.** This MOU shall expire five (5) years after the start date.
8. **Compliance with Laws.** INDOR and UCR Board agree to comply with all applicable Federal, State and local laws, rules, regulations, ordinances, and all provisions required thereby to be included herein, and hereby incorporated by reference. The enactment of any State or Federal statute or the promulgation of regulations thereunder after execution of this MOU shall be reviewed by INDOR and UCR Board to determine whether the provisions of the MOU require formal amendment.
9. **Limitations of Liability.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY LOST DATA, LOST PROFITS OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHER INDIRECT DAMAGES OF ANY KIND FOR ANY REASON WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DAMAGES BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Renewal Option.** This agreement may be renewed under the same terms and conditions, subject to the approval of both parties.
11. **System Implementation.** The UCR System will be implemented September 10, 2007.
12. **Termination.** This agreement may be terminated by either party upon written notice delivered to the other party at least ninety (90) days prior to the intended date of termination.



By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

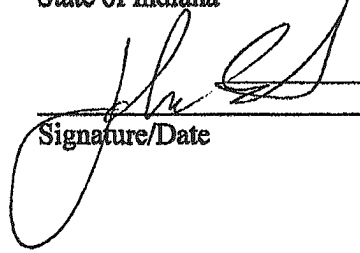
**13. Merger and Amendment.** This agreement incorporates and merges all of the agreements and understandings between the parties concerning the subject matter of this agreement. This agreement shall not be amended except in writing executed by the parties.

IN WITNESS WHEREOF, the parties having read and understood the foregoing terms of the MOU do by their respective signatures dated below hereby agree to the terms thereof.

Chairperson  
Unified Carrier Registration  
Board of Directors  
Avelino A. Gutierrez

John Eckart  
Commissioner  
Department of Revenue  
State of Indiana

 8/20/07  
Signature/Date

 1-7-08  
Signature/Date

Minutes of the Sixteenth Unified Carrier Registration Agreement Board of Directors Meeting  
Teleconference  
August 9, 2007

The sixteenth Unified Carrier Registration Plan Board of Directors (UCR Board) meeting was called to order by Avelino Gutierrez, Chair, at 11:00 a.m., EDT.

Attendance: UCR Board of Directors

Present - Avellino Gutierrez, Bob Pitcher, David Hugel, Sandy Bowling, Rick Craig, Buddy Covert, Barb Hague, Frank LaQua, Dave Lazarides, Bill Leonard, Angel Oliver, Rich Schweitzer, Craig Sharkey, Robert Voltmann, and Terry Willert.

Introductions were made by others present.

The agenda was approved as amended.

The minutes of the fifteenth (July 23, and 24, 2007) UCR Board meeting were approved as corrected.

Dick Henderson with the Commercial Vehicle Safety Alliance provided an update on the UCR and SSRS.

Dave Hugel provided the report from the FMCSA.

FMCSA still needs the main IT contact person from each state that will participate in the UCR program. Jim Davis is main contact to whom this information should be provided at [james.davis@dot.gov](mailto:james.davis@dot.gov).

Mr. Medalen with FMCSA was introduced. The August 6, 2007, letter from David Hugel regarding the collection of financial responsibility information from private carriers that register under the UCR Agreement was discussed. See Exhibit A. Dick Henderson will track down the status of a possible amendment to the technical corrections bill that would uncouple insurance from the UCR Agreement.

An ad hoc committee will be formed to review David Hugel's letter and create discussion points for next meeting. Such points should be sent to Avelino Gutierrez and he will pass them on to the other Board members. A letter to the FMCSA for clarification may be needed prior to next Board meeting.

The August 3, 2007, letter from the National Conference of State Transportation Specialists to the UCR Board was introduced. See Exhibit B.

Frank LaQua made a motion that the UCR Board declares that, in the event the UCR Agreement fees for the calendar year 2007 are not published in the Federal Register on or before August 31, 2007, then the UCR Agreement fees will not be in effect for calendar year 2007.

Barb Hague made a motion to table the motion. The motion to table passed by a 9 to 5 vote.

The brief for consideration of the participation of the Commonwealth of Pennsylvania in the UCR Agreement was introduced. See Exhibit C.

Avelino Gutierrez made a motion that the Board recognize that the Commonwealth of Pennsylvania is entitled to \$4,945,526 as Pennsylvania's entitlement under § 14504a(g)(2) for the calendar year 2008 and subsequent years. The motion passed unanimously.

Frank LaQua, Chair, provided the report from the Depository Subcommittee.

The Bank of North Dakota has been notified it has been designated to be the UCR depository bank. A request letter will be sent to the UCR Agreement participating states requesting contact information for remittance of UCR Agreement revenues, electronic funds transfer (EFT) account number, a W-9 to be provided to Indiana, and an Indiana form for movement of funds.

Barbara Hague, Chair, provided the report from the Procedures Subcommittee. The Instruction Sheet for UCR Carrier Registration was discussed. See Exhibit D.

Bob Pitcher, Chair, advised there was no report from the Industry Advisory Subcommittee.

Bill Leonard, Chair, provided the report of the Revenue and Fees Subcommittee. The UCR website will be at [www.ucr.in.gov](http://www.ucr.in.gov). A 2008 fee structure will be recommended to the UCR Board by its next meeting. Two notices to motor carriers were discussed. See Exhibits E-1 and E-2.


Dave Lazarides, Chair, provided the report from UCR System Subcommittee. The UCR System Subcommittee will take an active role with Indiana on how states use the Indiana UCR online system, which will be on line by September 10. Sandy Bowling advised that Indiana is working with FMCSA IT staff to be sure all components are functional.

A proposed Memorandum of Understanding between UCR Board and the State of Indiana, Department of Revenue (INDOR) was discussed. See Exhibit F.

Avelino Gutierrez made a motion that the UCR Board authorize the UCR Board Chair to execute a MOU between UCR Board and the State of Indiana governing the development, management, operation, and hosting of an INDOR UCR System accessible to other states and registrants, and that the UCR Board authorize the Chair to make any changes necessary prior to signature by the Chair at the Chair's discretion. The motion passed unanimously.

Future UCR Board meetings are scheduled from 11:00 a.m. to 2:00 p.m. EDT on August 30, 2007, and September 13 and 20, 2007, and October 4, 2007.

The UCR Board meeting adjourned at 1:30 p.m. EDT.



Minutes approved by the UCR Board on \_\_\_\_\_, 2007.

Terry L. Willert  
UCR Board Secretary