

UNIFIED CARRIER REGISTRATION AGREEMENT

2023

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1. PREAMBLE

This Unified Carrier Registration Agreement is an interstate agreement governing the collection and distribution of registration and financial responsibility information provided and fees paid by motor carriers, motor private carriers, brokers, freight forwarders, and leasing companies pursuant to the Unified Carrier Registration Act of 2005, 49 U.S.C. § 14504a. In accordance with the statute, it applies to the following types of operations of passenger and property transportation in interstate commerce, each of which is defined below:

1. Motor carrier
2. Motor private carrier
3. Broker
4. Freight forwarder
5. Leasing company

2. DEFINITIONS

The following definitions apply to this Agreement. In the event of a conflict or discrepancy between a definition provided hereunder and a definition of the same term under the Unified Carrier Registration Act of 2005, or another applicable statute under Title 49, United States Code, as amended, the statutory definition shall control.

- a. "Act" refers to the Unified Carrier Registration Act of 2005, as amended, which was enacted on August 10, 2005, as Sections 4301 to 4308 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act, A Legacy for Users, Public Law No. 109-59, and codified at 49 U.S.C. § 14504a.
- b. "Administrator" means the Administrator of the FMCSA.
- c. "Agreement" refers to this Unified Carrier Registration Agreement, as defined under 49 U.S.C. § 14504a(a)(8).
- d. "Base State" -- see section 4.a of this Agreement.
- e. "Board" means the Board of Directors of the Plan, as provided for under 49 U.S.C. § 14504a(d)(1).
- f. "Broker" means a person, other than a motor carrier or an employee or agent of a motor carrier, that as a principal or agent sells, offers for sale, negotiates for, or holds itself out by solicitation, advertisement, or otherwise as selling, providing, or arranging for, transportation by motor carrier for compensation.
- g. "Commercial motor vehicle" (as defined under 49 U.S.C. § 31101) means a self-propelled vehicle used on the highways in commerce principally to transport passengers or cargo, if the vehicle (alone or in combination with trailing equipment that it is hauling):
 1. Has a gross vehicle weight rating or gross vehicle weight of at least 10,001 pounds, whichever is greater;
 2. Is designed to transport more than 10 passengers including the driver; or

3. Is used in transporting material found by the Secretary to be hazardous under 49 U.S.C. § 5103 and transported in a quantity requiring placarding under regulations prescribed by the Secretary.
- h. “Depository” means the Depository function designated and maintained by the Board to collect and distribute the fees paid by motor carriers, motor private carriers, brokers, freight forwarders, and leasing companies pursuant to the Act.
 - i. “Fee Bracket” means the six categories defined by the Board as described in the Act for the purpose of charging fees under the Act based on the size of fleet. The use of the term “bracket” and “tier” are interchangeable in this Agreement and all Board documents.
 - j. “Fees” means the annual fees to be assessed on carriers, brokers, freight forwarders, and leasing companies under this Agreement, the amounts of which are determined by the Secretary based upon a recommendation by the Board, as provided in 49 U.S.C. § 14504a(d)(7) and (f)(1).
 - k. “FMCSA” means the Federal Motor Carrier Safety Administration, an agency within the USDOT, and includes predecessor or successor agencies performing similar duties.
 - l. “Freight forwarder” means a person holding itself out to the general public (other than as a pipeline, rail, motor or water carrier) to provide transportation of property for compensation and in the ordinary course of its business:
 1. Assembles and consolidates, or provides for assembling and consolidating, shipments and performs or provides for break-bulk and distribution operations of the shipments;
 2. Assumes responsibility for the transportation from the place of receipt to the place of destination; and
 3. Uses for any part of the transportation a carrier subject to 49 U.S.C. subtitle IV.
 - m. “Hazardous material,” for the purpose of this Agreement, means a substance or material which has been determined by the Secretary to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and which has been so designated.
 - n. “Hazardous waste,” for the purpose of this Agreement, means a material that is subject to the hazardous waste manifest requirements of the U.S. Environmental Protection Agency specified in 40 CFR part 262 or would be subject to these requirements absent an interim authorization to a State under 40 CFR part 123, subpart F.
 - o. “Interstate commerce,” for the purpose of this Agreement, means trade, traffic, or transportation in the United States between:
 1. A place in a State and a place outside of such State (including a place outside of the United States);
 2. Two places in a State through another State or a place outside of the United States; or
 3. Two places in a State as part of trade, traffic, or transportation originating or terminating outside the State or the United States.
 - p. “Intrastate commerce,” for the purpose of this Agreement, means any trade, traffic, or transportation in any State that is not described in the term "interstate commerce" and is conducted wholly within a State.

- q. "Intrastate renewal" means any type of requirement on an annual basis for intrastate authority, insurance filings or other authority-related filing requirements necessary to operate within a State.
- r. "Intrastate renewal fee" means any fee imposed on a motor carrier or motor private carrier for the renewal of the intrastate authority or insurance filings of such carrier with a State.
- s. "Leasing company" means a lessor that is engaged in the business of leasing or renting for compensation motor vehicles without drivers to a motor carrier, motor private carrier, or freight forwarder.
- t. "Long-term lease" means a lease between motor carriers and motor private carriers of commercial motor vehicles over 30-days in duration.
- u. "Motor carrier" means a person providing motor vehicle transportation for compensation.
- v. "Motor private carrier" means a person, other than a motor carrier, transporting property by motor vehicle when:
 - 1. The transportation is as provided in 49 U.S.C. § 13501;
 - 2. The person is the owner, lessee, or bailee of the property being transported; and
 - 3. The property is being transported for sale, lease, rent, or bailment or to further a commercial enterprise.
- w. "Motor vehicle" means any vehicle, machine, tractor, trailer, or semi-trailer propelled or drawn by mechanical power and used upon the highways in the transportation of passengers or property, or any combination thereof determined by the FMCSA, but does not include any vehicle, locomotive, or car operated exclusively on a rail or rails, or a trolley bus operated by electric power derived from a fixed overhead wire, furnishing local passenger transportation similar to street-railway service.
- x. "National Registration System" or "NRS" means the system of registration and payment established by the Board for entities subject to the UCR Act, 49 U.S.C. § 14504a et seq.
- y. "Participating State" means a State that has complied with the requirements of 49 U.S.C. § 14504a(e) and that has not otherwise withdrawn its state plan or withdrawn from this Agreement.
- z. "Plan" means the Unified Carrier Registration Plan, which is the organization of State, Federal, and Industry representatives responsible for developing, implementing, and administering this Agreement, as defined under 49 U.S.C. § 14504a(a)(9).
- aa. "Principal place of business," for the purpose of this Agreement, means a single office or terminal designated by the company to serve as a motor carrier's, motor private carrier's, broker's, leasing company's or freight forwarder's principal place of business. The principal place of business must be a location where the company is engaged in business operations and where it maintains or can make available its business and safety records. A company may not designate as its principal place of business any location where the company is not engaged in business operations related to the transportation of persons or property. Post office box centers or commercial courier service establishments that receive and hold mail or packages for third party pickup may not be designated a principal place of business (other than by the courier service provider itself). A company may not designate the office of a consultant, service agent, or attorney as the motor carrier's principal place of business if the company is not

engaged in operations related to the transportation of persons or property at that location. A company with a single place of business may designate only its actual place of business as the principal place of business.

- bb. "Registrant" under the provisions of this Agreement means a motor carrier, motor private carrier, broker, leasing company or freight forwarder.
- cc. "Registration year" means a calendar year.
- dd. "Renewal period" means, with respect to a registration year, the later of the period of October 1 through December 31 of the immediately preceding year, or, if the Board has made a fee adjustment recommendation to the Secretary, the three-month period from the date the final fee adjustment rulemaking becomes effective for the registration year in question.
- ee. "Secretary" means the Secretary of the USDOT.
- ff. "SSRS" means the Single State Registration System in effect on the date of enactment of the Act.
- gg. "State" means a State of the United States or the District of Columbia.
- hh. "State Plan" means a document that:
 - 1. Identifies the State agency that has or will have the legal authority, resources, and qualified personnel necessary to administer this Agreement in accordance with the rules and regulations promulgated by the Board; and
 - 2. Demonstrates that an amount at least equal to the revenue derived by the State from this Agreement shall be used for motor carrier safety programs, enforcement, or the administration of the Plan and this Agreement.
- ii. "USDOT" means the United States Department of Transportation.
- jj. "Vehicle Registration" means the registration of any commercial motor vehicle under the International Registration Plan (IRP) as defined in 49 U.S.C. § 31701 or any other registration law or regulation of a State or foreign country.

3. STATE PARTICIPATION

a.PARTICIPATING STATES

Forty-one States are participants in this Agreement.

b.CONTENTS OF THE STATE PLAN

Participating States are expected under their state plans:

- 1. To identify the State agency that has or will have the legal authority, resources, and qualified personnel necessary to administer and oversee this Agreement in accordance with the rules and regulations promulgated by the Board; and
- 2. To demonstrate that an amount at least equal to the revenue derived by the State from this Agreement shall be used for motor carrier safety programs, enforcement, or the administration of the Plan and this agreement.

Attached to this Agreement as Attachment A is a document that, in the reasonable judgment of the Board, satisfies the requirement of a state plan when it has been completed and executed by a participating State.

c.AMENDMENT TO THE STATE PLAN

If a participating State changes its designation of the agency that administers this Agreement, it shall file with the Secretary and the chair of the Board an amended state plan reflecting that change.

d.STATE WITHDRAWAL

A participating State that wants to withdraw its state plan or withdraw from participation in this Agreement shall file a notice by the end of the then current registration year of its intent to withdraw with both the Secretary and the chair of the Board. On the effective date of the notice, that State will no longer participate in this Agreement or receive any portion of the revenues derived under this Agreement. Under the Act, the Secretary will also notify the chair of the Board of the State's impending withdrawal.

4. REGISTRATION AND FINANCIAL RESPONSIBILITY

a.BASE STATE DESIGNATION

A motor carrier, motor private carrier, broker, freight forwarder, or leasing company subject to the Act shall choose a single base State, with which it shall register and pay its fees. The base State selection is made according to the following guidelines:

1. If the principal place of business of an entity subject to the Act is a participating State, then that State shall serve as the entity's base State.
2. If the principal place of business of an entity subject to the Act is not located in a participating State, the entity shall choose for its base State any participating State in which the entity maintains an office or operating facility.
3. If an entity does not have a principal place of business, office or operating facility in any participating State, the entity shall choose for its base State the participating State that is nearest to the location of the entity's principal place of business or select any participating State within its FMCSA region.

If an entity subject to the Act chooses a base State that does not meet the criteria established in this section, and that State accepts the entity's registration under the Act, any other participating state may object to the entity's base State designation. A participating state may not object to the entity's selection of the entity's base state more than 90 days from date of registration of the entity.

Once an entity subject to the Act has chosen a base State under the provisions of this section, the entity may only change its base State under the provisions of section 4.b.

b.CHANGE IN BASE STATE

Once an entity subject to the Act has chosen a base State under the provisions of section 4.a, the entity may only designate another base State under one of the following circumstances:

1. If the entity changes its principal place of business, and the new principal place of business is located in a participating State, the entity shall, effective with the next registration year following the change, choose that participating State as its base State. If the entity's new principal place of business is not in a participating State, the entity's base State shall not change.
2. If the entity has chosen its base State pursuant to section 4.a.2, and then establishes a new office or operating facility in a different participating State, the entity may, effective with the next registration year, choose the State where the new office or operating facility is located as its base State. If the entity has chosen its base State under the provisions of section 4.a.3, and the entity establishes a principal place of business, office or operating facility in a participating State, the entity shall, effective with the next registration year, choose that participating State as its base State.

When an entity subject to the Act changes its base State under any of the provisions of this section, it shall, before the effective date of the change, notify the Executive Director of the UCR Plan and the participating State that has been acting as its base State. The NRS shall endeavor to automate the process of notification to the Executive Director of the UCR Plan and the participating State that has been acting as its base State.

c. FILING BY REGISTRANT

i. Registration.

Each registrant will be required to register with its base State and to pay the fee before it begins to operate a commercial motor vehicle in interstate commerce. The fee will not be prorated for partial year operation.

The annual registration shall be made online through the national registration system (NRS) operated by the Board on behalf of all participating States.

For the purpose of submitting a registration, no State shall require a registrant to submit any information other than that required by the NRS, and UCR Forms 1 and 2. Current versions of UCR Forms 1 and 2 are available on the UCR Plan website.

ii. Registration Period.

The registration period for a given registration year shall begin on the later of October 1 of the immediately preceding year or, if the Board has made a fee adjustment recommendation to the Secretary, the date that the final fee adjustment rulemaking takes effect. The registration period for a registration year shall end on September 30 of the following year, or on such other date as the Board may specify.

iii. Annual Filing Required of Registrants.

All registrants shall file the registration information required by this Agreement on an annual basis. Only one annual submission is required of each registrant.

Each corporation, limited liability company, or similar legal entity is a separate legal entity and is treated as a separate registrant. Subsidiary or affiliate companies will be required to file separately. Divisions within a company will file as a single registrant, however.

If a filing was made in error, a registrant that has registered under this Agreement shall be required to make a corrective filing during the registration year.

d.REGISTRATION AFTER RECEIVING INTRASTATE AUTHORITY FROM A STATE

If a motor carrier or motor private carrier has complied with the requirements to operate within the borders of a State, including the payment of fees to that State, and later in the same registration year, it decides to operate in interstate commerce, the motor carrier or motor private carrier must comply with all the requirements of the Act.

e.INTRASTATE REGISTRATION FOR AN INTERSTATE OPERATION IN COMPLIANCE WITH THIS AGREEMENT

Once a registrant has complied with the filing requirements and payment of fees under the Act, the base State may not require any additional payment of motor vehicle fees or issue any credentials for operations within or through that State for an annual intrastate renewal. This paragraph does not apply, however, to intrastate transportation of waste and recyclable materials by any carrier, intrastate transportation by motor carriers of household goods, non-consensual tows, or intrastate transportation of passengers by non-charter bus.

A registrant must still comply with any initial application filing, filing proof of insurance, tariff or reporting filing in effect by State law or State agency rule. Any fee associated with these processes may also be charged by the base State. No annual renewal of intrastate authority or other annual filing (including proof of insurance) may be required of a compliant registrant

f. STATE OPTION TO INCLUDE INTRASTATE CARRIERS

As provided in 49 U.S.C. § 14504a(j), a State may elect to apply the provisions of this Agreement to motor carriers, motor private carriers and freight forwarders subject to its jurisdiction that operate solely in intrastate commerce within its border.

5. FEES

a.PAYMENT

A registrant shall pay the fees to the Depository through the NRS or directly to its base State. Timely payment of fees by a registrant through NRS shall be treated as a compliant filing with the base State.

b.FEE AMOUNT

i. In General.

Fees shall be charged and paid in accordance with a fee scale that is determined by the Secretary based on the recommendation of the Board.

If a registrant is a motor carrier or a motor private carrier, it shall be charged a fee that is based on the number of commercial motor vehicles it owns or operates.

Leasing companies, brokers, and freight forwarders (that do not own or operate any commercial motor vehicles) shall be charged a fee at the lowest bracket level for a given registration year.

Freight forwarders that own or operate a fleet of motor vehicles shall be treated as a motor carrier or a motor private carrier.

ii. Calculation of Number of Commercial Motor Vehicles Owned or Operated.

For purposes of the Act and this Agreement, a commercial motor vehicle is deemed owned or operated by a motor carrier or motor private carrier if, the vehicle is;

- 1) registered under Federal law or State law, or both, in the name of the motor carrier or motor private carrier, or,
- 2) is controlled by the motor carrier or motor private carrier under a long-term lease during a vehicle registration year.

The number of commercial motor vehicles owned or operated by a registrant or controlled by a registrant under a long-term lease shall be included in the calculation of its fleet size. A vehicle that is operated by a registrant under a lease of 30 days or less need not be included in this count.

The number of commercial motor vehicles owned or operated and subject to fees is either ((a) the number reported on the most recently filed MCS-150 with the USDOT, or (b) the total number of commercial motor vehicles owned or operated for the twelve-month period ending on June 30 immediately prior to the beginning of a given registration year.

iii. Motor Vehicles That May Be Included or Excluded.

A registrant has the option of including self-propelled owned or leased commercial motor vehicles operated in interstate or intrastate commerce for compensation, regardless of the weight of the vehicle or the passenger capacity. Specifically, an interstate motor carrier or motor private carrier may opt to include motor vehicles under 10,001 lbs. gross vehicle weight.

A registrant has the option of including the number of motor vehicles owned or leased used only in intrastate commerce regardless of the State in which those vehicles might have been operated. If motor vehicle(s) used purely in intrastate operations are not included in the vehicle fleet count for the annual submission under this Agreement, a registrant may still be required to include those motor vehicles in an annual renewal with any State(s).

A registrant may elect to exclude the number of motor vehicles owned or leased that was operated exclusively in the intrastate transportation of property, waste or recyclable material.

Commercial motor vehicles registered with IRP plates cannot be excluded from the vehicle count.

Carriers primarily engaged in intrastate school bus operations may exempt their intrastate school buses.

c. REFUNDS

The Depository may issue a refund of fees to a registrant that ceases its operations before the beginning of the registration year for which fees were paid. Refund requests shall be submitted and processed in accordance with the procedure established by the Board.

The depository shall not issue a refund of fees to a registrant that changes or ceases its business operation after the beginning of the registration year.

d. COLLECTION AND DISTRIBUTION OF FEE REVENUE

i. Designation of a Depository

The Board shall designate a Depository for the collection and distribution of funds under this Agreement.

ii. State Entitlement to Fee Revenue

Each participating State shall be entitled to the revenues derived from this Agreement in accordance with the Act. Specifically, a participating State is entitled to a portion of the gross revenues collected from the registrants under this Agreement, as determined by the Secretary based upon a recommendation by the Board. The amount of each participating State's entitlement for each registration year is set forth in Appendix A. Any revenues in excess of the amount to which a state is entitled and collected directly by that state shall be forwarded to and held by the Depository. No state shall receive more for a registration year than what the State is entitled under the law.

iii. Payment of Fees to the Base State

The fees paid by each registrant shall be paid to the Plan through the NRS or directly to the base State.

iv. Payments from the Base State to the Depository

To the extent that it collects fees directly from registrants, the base state may retain such fees up to the amount of revenues to which it is entitled by the Act. All revenues a base state collects in excess of the amount to which it is entitled shall be forwarded to the Depository.

Any funds forwarded to the Depository by a base State shall be applied to any outstanding obligations of that base State based on the remittance document instructions that may be provided by the base State at the time of payment or, if no such instructions are provided by the base State, in order of the age of the obligations, oldest first, proceeding chronologically until the full amount of the payment has been applied to the outstanding obligations.

If a base State is more than 90 days past due in payments owed to the Depository, any funds held by the Depository to be distributed to that base State pursuant to section 5.d.v.A herein shall be used to pay down any past due balance owed to the Depository.

v. Distribution of Funds from the Depository

The funds held in the Depository, to include both payments made by registrants directly to the Plan through the NRS and excess funds remitted to the Depository pursuant to section 5.d.iv herein, shall be distributed by the Board as follows:

- A. On a pro rata basis to each participating State that did not collect revenues under this Agreement equivalent to the amount to which that State is entitled, except that the sum of the gross revenues collected under this Agreement by a participating State and the amount distributed to it from the Depository shall not exceed the amount to which the State is entitled.
 - I. Funds shall be distributed in accordance with the following formula: the shortfall of the receiving state divided by shortfall of all states multiplied by the total available for distribution.
 - II. If a base State is more than 30 days past due in payments owed to the Depository, the Depository will not distribute funds to that State until that State becomes current in its obligations to the Depository.
 - III. If a base State is not in compliance with its obligations under the Agreement, then the Depository will not distribute funds to that base State until compliance is

achieved or until the end of the registration year for which compliance has not been achieved, whichever occurs first.

- B. To pay the administrative costs of the Plan and the Agreement after all distributions under subparagraph (a) above have been made.

Any excess funds held by the Depository after distributions and payments shall be retained in the Depository. Because the Act does not authorize the direct refunding to the registrants of fees in excess of what is needed to pay (1) the participating States the revenues to which they are entitled under this Agreement and the Act, and (2) the administrative costs of the Plan and the Agreement, excess funds held by the Depository are instead considered by the Board in recommending to the Secretary a reduction of future fees.

e. DETERMINATION OF FEES TO BE CHARGED

i. Fee Scale Determined by Secretary Based on Board Recommendation.

The fee scale shall be determined by the Secretary based upon the recommendation of the Board.

ii. Parameters for the Fee Scale.

As noted already, if the registrant is a motor carrier or a motor private carrier, and not a broker, leasing company or freight forwarder, the fees charged to it under this Agreement shall be based on the number of commercial motor vehicles owned or operated by it.

The fees charged to a broker, a leasing company (that is not also a motor carrier), or a freight forwarder (that does not own or operate motor vehicles), shall be equal to the fee at the lowest bracket level charged to a motor carrier or motor private carrier.

In accordance with the Act, the Board has created 6 fee brackets as follows.

<u>Bracket</u>	<u>Number of Vehicles</u>
1	<u>0-2</u>
2	<u>3-5</u>
3	<u>6-20</u>
4	<u>21-100</u>
5	<u>101-1,000</u>
6	<u>Over 1,000</u>

The fee scale shall be progressive with respect to the amount of the fee. In particular, a fee scale that increases with each bracket based on increasing fleet size is considered progressive within the meaning of the Act.

iii. Adjustment of the Fee Scale.

The Board may ask the Secretary to adjust the fees within a reasonable range for a future registration year if the collections from the fees are insufficient to provide the revenues to which the participating States are entitled or if the collections exceed those revenues. If there have been excess collections, the Act calls for the fees charged under this Agreement to registrants for the “next fee year” to be reduced by the Secretary accordingly. The Board’s recommendation may also ask that the Secretary

consider the costs associated with administering the Plan and this Agreement, which can rise over time, for example, due to inflation.

The term “next fee year” in the Act is ambiguous and thus subject to a reasonable interpretation and practical application. The fee collection cycle for a given registration year spans three calendar years—a renewal or pre-registration period that spans the three months (October 1 to December 31) immediately preceding the registration year, the twelve-month period of the registration year itself, and an additional nine-month registration and three-month audit and dispute resolution period immediately following the registration year. Consequently, an excess or shortfall in fees from a registration year cannot be known, and thus cannot be applied, for a potential adjustment in fees in the very next registration year. Instead, an excess or shortfall in fees is applied to adjustments in fees for subsequent fee years, and the Board is therefore recommending fee adjustments to the Secretary using a two-calendar year cycle for “each fee year.” This cycle ensures that the Board has sufficient fee collection data to reasonably and accurately determine whether fee increases or reductions are necessary, and by what amount or percentage.

The Secretary sets the fee scale, adjusting fees upwards or downwards as appropriate through a rulemaking process, after receiving the Board’s recommendation and after notice and opportunity for public comment.

6. COMPLIANCE AND RECORDKEEPING

a. NOTIFICATION OF COMPLIANCE WITH THE ACT

i. Documentation of Compliance to the Registrant.

No credential is issued to a registrant evidencing its compliance with the Act. Instead, compliance is enforced through online data checks and audits performed by the base State. -

Given that no credential is issued, a State shall not require any registrant to display any documentation of compliance in or on a commercial motor vehicle. No State shall consider the failure of a registrant to display any documentation of compliance in or on a commercial motor vehicle as an indication of noncompliance with the Act.

ii. Records of a Registrant’s Compliance Status.

A registrant’s registrations and fee payments under the Act are maintained on NRS for three years, and this information is accessible to the Secretary and the Board, as well as to the base State, to verify compliance with the Act.

Registration information is provided to the Board via the NRS or a contracted vendor within 15 minutes after completion of the registration. Information sent to the vendor shall include: [Toby and Avelino will revise the following listed items to comport to the NRS Registration Wizard.]

Information regarding registrations for which a payment was declined must also be sent to the Board via NRS or contracted vendor.

b. BASE STATE RECORD KEEPING

As noted above, the NRS maintains records of each registrant's registrations and fee payments under the Act for three years. To the extent that a base State has paper records from a registrant, it may maintain these records on appropriate media, i.e., microfilm, microfiche or any other computerized or condensed record storage system that meets the legal requirements of the base State, and for a minimum of three years.

The required records shall be made available to any other participating State upon request.

c. MOTOR CARRIER RECORD KEEPING

A registrant is similarly required to preserve the records upon which its annual applications and renewals are based for a period of three years from the due date or filing date of the application or renewal, whichever is later, plus any time period included as a result of State decisions, inquiries, or audits. The three-year period consists of the current calendar year and the prior two calendar years.

Beginning with the 2017 registration year (starting on January 1, 2017), a registrant will have to preserve only two years of records, those for the current calendar year and the prior year.

A registrant's records may be maintained on paper, microfilm, microfiche, or other computerized or condensed record storage system as required by the base State.

d. AUDIT REQUIREMENTS

Participating States are required to perform audits each year on carriers that retreat from one payment bracket to a lower payment bracket, to verify that the company has properly deducted vehicles from its fee payment. If a carrier neither pays what the State shows it to owe nor justifies its retreat, the State shall, pursuant to the requirements of due process, suspend the carrier's current year registration, until such time as the motor carrier has demonstrated acceptable compliance noted in Step 1 below.

Audits shall be completed in accordance with Board policy, which can be found on the plan.ucr.gov website.

7. ENFORCEMENT

a. ENFORCEMENT BY THE ATTORNEY GENERAL

Upon request by the Secretary, the Attorney General of the United States may bring a civil action in a United States district court to enforce an order issued to require compliance with the Act and with the terms of this Agreement. Such an enforcement action may be brought only in a United States district court in the State in which compliance with the order is required.

Subject to 28 U.S.C. § 1341, the court, on a proper showing shall issue a temporary restraining order or a preliminary or permanent injunction requiring that the State or any person comply with the Act and with the terms of this Agreement.

b.ENFORCEMENT BY THE STATES

Nothing hereunder shall prohibit a participating State from issuing citations and imposing reasonable fines and penalties pursuant to the applicable laws and regulations of the State on any motor carrier, motor private carrier, freight forwarder, broker, or leasing company for failure to:

1. Submit accurate documentation and information as required under this Agreement;
2. Pay the fees required; or
3. Operate as an interstate motor carrier without being compliant with the Act.

However, nothing hereunder authorizes a State to require a motor carrier or motor private carrier to display as evidence of compliance any form of identification in excess of those permitted under 49 C.F.R. § 14506 on or in a commercial motor vehicle.

8. MISCELLANEOUS

a.CONTRACTS FOR PERFORMANCE OF ADMINISTRATIVE FUNCTIONS

As provided under the Act, 49 U.S.C. § 14504a(d)(6), any administrative functions required under this Agreement may be performed by an individual or entity under contract with the Board or by a state agency.

b.CHANGES TO THIS AGREEMENT

Any recommendation for changes to this Agreement shall be made in writing to the chair of the Board. Upon receipt of the request, copies may be provided to each Board member and may be placed on the next Board agenda. Changes to this Agreement can only be made with a majority vote from the Board.

c.SEVERABILITY

Should any provision of this Agreement be held or adjudged invalid or unenforceable by a court, that determination shall not affect the validity and enforceability of any other provision of this Agreement. Likewise, a decision by the Board to strike or nullify any provision of this Agreement shall not affect any other provision.

d.POLICIES AND PROCEDURES

The Board may decide, from time to time, to adopt policies and procedures that spell out in more detail various aspects of this Agreement. These policies and procedures, which the Board posts publicly on the Plan's website, are incorporated by reference herein.

e.GOVERNING LAW

This Agreement shall be construed and enforced in accordance with applicable federal law, including but not limited to the Unified Carrier Registration Act of 2005, 49 U.S.C. § 14504a, as amended.

**UNIFIED CARRIER REGISTRATION AGREEMENT
AMENDED STATE PLAN**

I, _____ [insert name and title of authorized person] _____ of the _____ [insert name of State agency, department, or bureau] _____, on behalf of the State of _____ [insert name of State] _____, (State) pursuant to Section 14504a of 49 U. S. Code (established by Section 4305 of the Unified Carrier Registration Act of 2005, Public Law 109-59), state as follows:

1. The _____ [insert name of State agency, department, or bureau] _____ previously administered or currently administers the UCR agreement in accordance with the rules and regulations promulgated by the Board of Directors of the Unified Carrier Registration Plan pursuant to Section 14504a of 49 U. S. Code;

As of ____ [DATE] _____, the ____ [insert name of State agency, department, or bureau] _____ administers the UCR agreement in accordance with the rules and regulations promulgated by the Board of Directors of the Unified Carrier Registration Plan pursuant to Section 14504a of 49 U.S. Code.

Signature: _____

Date: _____