

IN THE SENATE

SENATE BILL NO. 1064

BY TRANSPORTATION COMMITTEE

AN ACT

1 RELATING TO VEHICLE TITLES; AMENDING SECTION 49-504, IDAHO CODE, TO PRO-  
2 VIDE FOR A CERTAIN TEMPORARY PERMIT AND TO MAKE A TECHNICAL CORRECTION;  
3 AMENDING SECTION 49-1613, IDAHO CODE, TO PROVIDE FOR A LIMIT ON THE  
4 ISSUANCE OF TEMPORARY PERMITS AND TO MAKE TECHNICAL CORRECTIONS; AND  
5 DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE.  
6

7 Be It Enacted by the Legislature of the State of Idaho:

8 SECTION 1. That Section 49-504, Idaho Code, be, and the same is hereby  
9 amended to read as follows:

10 49-504. APPLICATIONS TO DEPARTMENT FOR CERTIFICATES -- PROCEDURE --  
11 IDENTIFICATION NUMBERS. (1) Application for a certificate of title shall be  
12 made upon a form furnished by the department and shall contain the owner's  
13 Idaho driver's license number, Idaho identification card number or social  
14 security number or individual taxpayer identification number. In the case  
15 of a business, the employer tax identification number is required. Every  
16 application shall also contain the owner's true and full legal name. In  
17 the event that the owner does not possess a social security number, Idaho  
18 driver's license number, Idaho identification card number or individual  
19 taxpayer identification number, the owner shall present written documenta-  
20 tion sufficient to the department to determine that no social security num-  
21 ber has been issued. In the event that a business, trust, or other statuto-  
22 rily created entity is not required to have and does not possess an employer  
23 tax identification number, the applicant shall provide a written statement  
24 certifying that the entity does not possess an employer tax identification  
25 number. The form must contain the owner's physical domicile address or,  
26 in the case of a business, trust or other statutorily created entity, such  
27 entity's physical address and any mailing address if different from the  
28 physical address. If the owner has submitted an application pursuant to the  
29 provisions of chapter 58, title 19, Idaho Code, then the owner may state, in  
30 the application required pursuant to this section, the applicant's alterna-  
31 tive Idaho mailing address in place of his or her physical domicile address.  
32 Such application must be signed by the owner and contain a full description  
33 of the vehicle, including the make, identification numbers, and the odometer  
34 reading at the time of sale or transfer, and whether the vehicle is new or  
35 used, together with a statement of the applicant's title and of any liens or  
36 encumbrances upon the vehicle, and the name and address of the person to whom  
37 the certificate of title shall be delivered, and any other information as the  
38 department may require. The application shall be filed with the department  
39 and, if a certificate of title has previously been issued for that vehicle in  
40 this state, shall be accompanied by the certificate of title duly assigned,  
41 unless otherwise provided for in this chapter. The department may promul-  
42 gate rules to provide for exceptions to the odometer requirement. Social

1 security numbers collected shall not appear on certificates of title, and  
2 all applications on file shall be exempt from disclosure, except as provided  
3 in sections 49-202, 49-203 and 49-203A, Idaho Code.

4 (2) If the current certificate of title was not issued for the vehicle  
5 in this state, the application, unless otherwise provided for in this chap-  
6 ter, shall be accompanied by a certificate of title, bill of sale or other ev-  
7 idence of ownership required by the law of any other jurisdiction from which  
8 the vehicle was brought into this state and a vehicle identification number  
9 inspection completed by any city, county or state peace officer or other spe-  
10 cial agent authorized by the department.

11 (3) In the case of a new vehicle being titled for the first time, no cer-  
12 tificate of title or registration shall be issued unless the application is  
13 endorsed by a franchised new vehicle dealer licensed to sell a new vehicle.  
14 Each application shall be accompanied by a statement completed by the fran-  
15 chised new car dealer that it is authorized to transfer the vehicle to the  
16 purchaser. The dealer shall retain in its records a manufacturer's certifi-  
17 cate of origin or manufacturer's statement of origin executed by the manu-  
18 facturer and delivered to his agent or his franchised vehicle dealer. The  
19 certificate or statement of origin shall be in a form prescribed by the board  
20 and shall contain the year of manufacture or the model year of the vehicle,  
21 the manufacturer's vehicle identification number, the name of the manufac-  
22 turer, the number of cylinders, a general description of the body, if any,  
23 and the type or model. Upon sale of a new vehicle, the manufacturer or his  
24 agent or franchised dealer shall execute and deliver to the purchaser an as-  
25 signment of the certificate or statement, together with any lien or encum-  
26 brance to which the vehicle is subject. The certificate or statement will be  
27 retained by the dealer for five (5) years so that it is available for inspec-  
28 tion by the department.

29 (4) The department shall retain the evidence of title presented by  
30 the applicant and on which the certificate of title is issued. The depart-  
31 ment shall maintain an identification numbers index of registered vehicles  
32 except that said index is not required to include operators who have been  
33 issued a certificate of number or nonresident user certificate pursuant to  
34 sections 67-7122 and 67-7124, Idaho Code, and, upon receiving an applica-  
35 tion for a certificate of title shall first check the identification number  
36 shown in the application against the index. The department, when satisfied  
37 that the applicant is the owner of the vehicle and that the application is in  
38 proper form, shall issue in the name of the owner of the vehicle a certificate  
39 of title bearing a title number, the date issued and a description of the  
40 vehicle as determined by the department, together with a statement of the  
41 owner's title and of all liens or encumbrances upon the vehicle, and whether  
42 possession is held by the owner under a lease, contract or conditional sale,  
43 or other like agreement.

44 (5) In all cases of transfer of vehicles, the application for certifi-  
45 cates of title shall be filed within thirty (30) calendar days after the de-  
46 livery of the vehicles. Licensed dealers need not apply for certificate of  
47 title for vehicles in stock or when they are acquired for stock purposes.

48 (6) In the case of the sale of a vehicle by a dealer to a general pur-  
49 chaser or user, the certificate of title shall be obtained in the name of the  
50 purchaser by the dealer upon application signed by the purchaser. If a lien

1 is to be recorded, the title documentation as required in this section shall  
 2 be submitted to the department by the dealer or the lienholder upon appli-  
 3 cation signed by the purchaser. A copy of this application shall be given  
 4 to the purchaser to be used as a seventy-two (72) hour temporary permit, un-  
 5 less the application is submitted by an electronic means approved by the de-  
 6 partment, in which case a forty-five (45) calendar day temporary permit may  
 7 be issued. In all other cases, the certificates shall be obtained by the  
 8 purchaser and the certificate of title properly assigned and dated by the  
 9 seller, or the seller's bill of sale shall serve as a seventy-two (72) hour  
 10 permit. The seventy-two (72) hour time period for temporary permits shall be  
 11 calculated excluding weekend days and legal holidays observed by the state  
 12 of Idaho. ~~This temporary permit allows~~ These temporary permits allow opera-  
 13 tion of any noncommercial vehicle or unladen commercial vehicle or vehicle  
 14 combination without license plates for the period of time specified in the  
 15 permit. A laden commercial vehicle or vehicle combination may also oper-  
 16 ate without license plates for the period of time specified in the temporary  
 17 permit, provided that the owner or operator has also obtained a permit issued  
 18 under the provisions of section 49-432, Idaho Code.

19 (7) If the vehicle has no identification number, then the department  
 20 shall designate an identification number for that vehicle at the time of is-  
 21 suance of the certificate of title. The identification number shall be per-  
 22 manently affixed to or indented upon the frame of the vehicle and legibly  
 23 maintained by the owner at all times while a certificate of title to the vehi-  
 24 cle shall be issued and outstanding.

25 (8) An EVC provider authorized pursuant to section 49-401C, Idaho Code,  
 26 may act on behalf of the department in receiving, processing, and transmit-  
 27 ting applications for title and any related fees to the department. The se-  
 28 curity, oversight, and processing requirements in chapter 4, title 49, Idaho  
 29 Code, shall also apply to titling transactions conducted by an EVC provider.

30 (9) The department may allow a person to submit a required document by  
 31 using electronic media deemed feasible by the department instead of requir-  
 32 ing an original document. If a signature on a document is required by law and  
 33 the document is submitted electronically, the signature requirement will  
 34 be satisfied by an authenticated electronically submitted signature. An  
 35 electronically submitted document, once accepted by the department, shall  
 36 be deemed the same as an original document and shall be admissible in all  
 37 administrative, quasi-judicial, and judicial proceedings.

38 SECTION 2. That Section 49-1613, Idaho Code, be, and the same is hereby  
 39 amended to read as follows:

40 49-1613. UNLAWFUL ACTS BY LICENSEE. (1) It shall be unlawful for the  
 41 holder of any license issued under the provisions of this chapter to:

42 (a) Intentionally publish or circulate any advertising ~~which that~~ is  
 43 misleading or inaccurate in any material particular or ~~which that~~ mis-  
 44 represents any of the products sold or furnished by a licensed dealer;

45 (b) Violate any of the provisions of this chapter or any of the applica-  
 46 ble rules;

47 (c) Knowingly purchase, sell or otherwise acquire or dispose of a  
 48 stolen vehicle;

1 (d) Violate any law respecting commerce in vehicles or any lawful rule  
2 respecting commerce in vehicles promulgated by any licensing or regu-  
3 lating authority now existing or hereafter created by the laws of the  
4 state;

5 (e) Engage in the business for which the dealer is licensed without at  
6 all times maintaining a principal place of business;

7 (f) Engage in a type of business respecting the selling or exchanging of  
8 vehicles for which he is not licensed;

9 (g) Knowingly purchase a vehicle ~~which~~ that has an altered or removed  
10 vehicle identification number plate or alter or remove a vehicle iden-  
11 tification number plate;

12 (h) Violate any provision of this title or any rules promulgated;

13 (i) Violate any provision of the federal motor vehicle safety stan-  
14 dards, federal odometer laws or regulations; ~~or~~

15 (j) Display for sale, exchange, or sell any vehicle for which the vehi-  
16 cle dealer does not hold title or consignment agreement or other docu-  
17 mentary evidence of his right to the possession of every vehicle in his  
18 possession; ~~or~~

19 (k) Issue more than one (1) temporary permit per vehicle sale pursuant  
20 to the provisions set forth in section 49-504(6), Idaho Code.

21 (2) It shall be unlawful for any manufacturer or distributor licensed  
22 under this chapter to require, attempt to require, coerce, or attempt to co-  
23 erce, any new vehicle dealer in this state to:

24 (a) Order or accept delivery of any new vehicle, part or accessory,  
25 equipment or any other commodity not required by law ~~which~~ that shall  
26 not have been voluntarily ordered by the new vehicle dealer. This para-  
27 graph is not intended to modify or supersede any terms or provisions of a  
28 franchise requiring dealers to market a representative line of vehicles  
29 ~~which~~ that the manufacturer or distributor is publicly advertising.

30 (b) Order or accept delivery of any new vehicle with special features,  
31 accessories or equipment not included in the list price of such vehicles  
32 as publicly advertised by the manufacturer or distributor.

33 (c) Participate monetarily in an advertising campaign or contest, or  
34 to purchase any promotional materials, training materials, showroom or  
35 other display decorations or materials at the expense of the dealer.

36 (d) Enter into any agreement with the manufacturer or distributor or to  
37 do any other act prejudicial to the dealer by threatening to terminate  
38 or cancel a franchise or any contractual agreement existing between  
39 the dealer and the manufacturer or distributor. This paragraph is not  
40 intended to preclude the manufacturer or distributor from insisting  
41 on compliance with reasonable terms or provisions of the franchise or  
42 other contractual agreement, and notice in good faith to any dealer of  
43 the dealer's violation of those terms or provisions shall not consti-  
44 tute a violation of the provisions of this chapter.

45 (e) Change the capital structure of the dealer or the means by or  
46 through which the dealer finances the operation of the dealership,  
47 provided that the dealer at all times meets any reasonable capital stan-  
48 dards determined by the manufacturer or distributor in accordance with  
49 uniformly applied criteria. No change in the capital structure shall  
50 cause a change in the principal management or have the effect of a sale

1 of the franchise without the consent of the manufacturer or distribu-  
2 tor. Consent shall not be unreasonably withheld.

3 (f) Refrain from participation in the management of, investment in, or  
4 the acquisition of any other line of new vehicle or related products.  
5 This paragraph does not apply unless the dealer maintains a reasonable  
6 line of credit for each make or line of new vehicle, and the dealer re-  
7 mains in compliance with any reasonable facilities requirements of the  
8 manufacturer or distributor, and no change is made in the principal man-  
9 agement of the dealership.

10 (g) Prospectively assent to a release, assignment, novation, waiver or  
11 estoppel ~~which~~ that would relieve any person from liability to be im-  
12 posed by this chapter or to require any controversy between a dealer and  
13 a manufacturer, distributor, or representatives, to be referred to any  
14 person other than the duly constituted courts of the state or the United  
15 States, or to the director, if that referral would be binding upon the  
16 dealer.

17 (h) Either establish or maintain exclusive facilities, personnel, or  
18 display space.

19 (i) Expand facilities without a written guarantee of a sufficient sup-  
20 ply of new vehicles so as to justify an expansion, in light of the market  
21 and economic conditions.

22 (j) Make significant modifications to an existing dealership or to  
23 construct a new vehicle dealership facility without providing a writ-  
24 ten guarantee of a sufficient supply of new vehicles so as to justify  
25 modification or construction, in light of the market and economic con-  
26 ditions.

27 (3) It shall be unlawful for any manufacturer or distributor licensed  
28 under this chapter to:

29 (a) Delay, refuse, or fail to deliver new vehicles or new vehicle parts  
30 or accessories in a reasonable time, and in reasonable quantity, rela-  
31 tive to the dealer's facilities and sales potential in the dealer's rel-  
32 evant market area, after acceptance of an order from a dealer having a  
33 franchise for the retail sale of any new vehicle sold or distributed by  
34 the manufacturer or distributor, any new vehicle, parts or accessories  
35 to new vehicles as are covered by the franchise, if the vehicle, parts,  
36 or accessories are publicly advertised as being available for delivery  
37 or actually being delivered. These provisions are not violated, how-  
38 ever, if failure is caused by acts or causes beyond the control of the  
39 manufacturer or distributor.

40 (b) Refuse to disclose to any dealer handling the same line, the manner  
41 and mode of distribution of that line within the relevant market area.

42 (c) Obtain money, goods, service, or any other benefit from any other  
43 person with whom the dealer does business, on account of, or in relation  
44 to, the transaction between the dealer and other person, other than for  
45 compensation for services rendered, unless the benefit is promptly ac-  
46 counted for, and transmitted to the dealer.

47 (d) Increase prices of new vehicles ~~which~~ that the dealer had ordered  
48 for consumers prior to the dealer's receipt of the written official  
49 price increase notification. A sales contract signed by a consumer  
50 shall constitute evidence of each such order, provided that the vehicle

1 is in fact delivered to that customer. In the event of manufacturer or  
2 distributor price reductions or cash rebates paid to the dealer, the  
3 amount of any reduction or rebate received by a dealer shall be passed  
4 on to the private retail consumer by the dealer. Price reductions shall  
5 apply to all vehicles in the dealer's inventory ~~which~~ that were sub-  
6 ject to the price reduction. Price differences applicable to new model  
7 or series shall not be considered a price increase or price decrease.  
8 Price changes caused by the addition to a vehicle of required or op-  
9 tional equipment, or revaluation of the United States dollar, in the  
10 case of foreign-make vehicles or components, or an increase in trans-  
11 portation charges due to increased rates imposed by a carrier, shall not  
12 be subject to the provisions of this subsection.

13 (e) Release to any outside party, except under subpoena or as other-  
14 wise required by law or in an administrative, judicial or arbitration  
15 proceeding involving the manufacturer or distributor or dealer, any  
16 business, financial, or personal information which may be provided from  
17 time to time by the dealer to the manufacturer or distributor without  
18 the express written consent of the dealer.

19 (f) Deny any dealer the right of free association with any other dealer  
20 for any lawful purpose.

21 (g) Unfairly compete with a dealer in the same line make, operating un-  
22 der an agreement or franchise from the aforementioned manufacturer or  
23 distributor, in the relevant market area. A manufacturer or distribu-  
24 tor shall not, however, be deemed to be competing when operating a deal-  
25 ership either temporarily for a reasonable period, in any case not to  
26 exceed one (1) year, or in a retail operation ~~which~~ that is for sale to  
27 any qualified independent person at a fair and reasonable price, or in a  
28 relationship in which an independent person has made a significant in-  
29 vestment subject to loss in the dealership and can reasonably expect to  
30 acquire full ownership of that dealership on reasonable terms and con-  
31 ditions. Upon a showing of good cause by the manufacturer or distribu-  
32 tor to the department, the period of temporary ownership may be extended  
33 up to one (1) additional year, resulting in a maximum temporary owner-  
34 ship period of two (2) years.

35 (h) Unfairly discriminate among its dealers with respect to warranty  
36 reimbursement.

37 (i) Unreasonably withhold consent to the sale, transfer, or exchange of  
38 the franchise to a qualified buyer capable of being licensed as a dealer  
39 in this state or to condition the sale, transfer, or exchange of a fran-  
40 chise agreement upon site control or an agreement to renovate or make  
41 improvements to a facility, unless required by the technology of a motor  
42 vehicle being sold at the facility. Provided however, that a voluntary  
43 acceptance of such conditions by the dealer in writing including, but  
44 not limited to, a written agreement for which the dealer has accepted  
45 separate and valuable consideration, shall not constitute a violation.

46 (j) Fail to respond in writing to a request for consent as specified in  
47 paragraph (i) of this ~~section~~ subsection within sixty (60) days of re-  
48 ceipt of a written request on the forms, if any, generally utilized by  
49 the manufacturer or distributor for those purposes and containing the

1 required information. Failure to respond shall be deemed to be consent  
2 to the request.

3 (k) Prevent or attempt to prevent, by contract or otherwise, any dealer  
4 from changing the executive management control of the dealership unless  
5 the manufacturer or distributor, having the burden of proof, can show  
6 that the change of executive management will result in executive man-  
7 agement or control by a person or persons who are not of good moral char-  
8 acter or who do not meet reasonable, preexisting and, with considera-  
9 tion given to the volume of sales and service of the dealership, uni-  
10 formly applied minimum business experience standards. Where the manu-  
11 facturer or distributor rejects a proposed change in executive manage-  
12 ment control, the manufacturer or distributor shall give written notice  
13 of his reasons to the dealer within sixty (60) days of notice to the man-  
14 ufacturer or distributor by the dealer of the proposed change; other-  
15 wise, the change in the executive management of the dealership shall be  
16 presumptively considered approved.

17 (l) Terminate, cancel or fail to renew any franchise solely because of  
18 the death or incapacity of an owner who is not listed in the franchise  
19 as one on whose expertise and abilities the manufacturer or distributor  
20 relied in the granting of the franchise.

21 (m) Prevent or attempt to prevent the dealer, by written instrument  
22 or otherwise, from either receiving the fair market value of the deal-  
23 ership in a sale transaction, or from transferring the dealership to a  
24 spouse or legal heir, as specified in this chapter.

25 (n) Engage in any predatory practice or discrimination against any  
26 dealer.

27 (o) Resort to or to use any false or misleading advertisement in the  
28 conducting of his business as a manufacturer or distributor in this  
29 state.

30 (p) Make any false or misleading statement, either directly or through  
31 any agent or employee, in order to induce any dealer to enter into any  
32 agreement or franchise, or to take any action ~~which~~ that is prejudicial  
33 to that dealer or his business.

34 (q) Require or coerce dealers to participate in local or national ad-  
35 vertising campaigns or contests or to require or coerce dealers to pur-  
36 chase promotional or display materials.

37 (r) Charge back, deny motor vehicle allocation, withhold payments, or  
38 take other actions against a dealer, or to condition a franchise agree-  
39 ment, or renewal of a franchise agreement, or to condition sales, ser-  
40 vice, parts, or finance incentives upon site control or an agreement to  
41 renovate or make improvements to a facility unless required by the tech-  
42 nology of a motor vehicle being sold at the facility. Provided however,  
43 that a voluntary acceptance of such conditions by the dealer in writing  
44 including, but not limited to, a written agreement for which the dealer  
45 has accepted separate and valuable consideration, shall not constitute  
46 a violation.

47 (s) Charge back, deny motor vehicle allocation, withhold payments, or  
48 take other actions against a motor vehicle dealer if a motor vehicle  
49 sold by the motor vehicle dealer is exported from Idaho or the dealer's  
50 assigned area of responsibility unless the manufacturer, distributor,

1 or manufacturer representative proves that the motor vehicle dealer  
2 knew or reasonably should have known a motor vehicle was intended to  
3 be exported, which shall operate as a rebuttable presumption that the  
4 motor vehicle dealer did not have such knowledge. This paragraph does  
5 not apply if exporting of motor vehicles outside of the state of Idaho is  
6 provided for by the manufacturer or distributor.

7 (4) It is unlawful for any manufacturer or distributor or any offi-  
8 cer, agent or representative to coerce, or attempt to coerce, any dealer  
9 in this state to offer to sell or sell any extended service contract or ex-  
10 tended maintenance plan that is offered, sold, backed by or sponsored by  
11 the manufacturer or distributor or to sell, assign or transfer any retail  
12 installment sales contract, obtained by the dealer in connection with the  
13 sale by him in this state of new vehicles, manufactured or sold by the man-  
14 ufacturer or distributor, to a specified finance company or class of such  
15 companies, or to any other specified person, by any of the acts or means set  
16 forth, namely by:

17 (a) Any statement, suggestion, promise or threat that the manufac-  
18 turer or distributor will, in any manner, benefit or injure the dealer,  
19 whether the statement, suggestion, threat or promise is express or im-  
20 plied or made directly or indirectly;

21 (b) Any act that will benefit or injure the dealer;

22 (c) Any contract, or any express or implied offer of contract, made  
23 directly or indirectly to a dealer for handling new vehicles, on the  
24 condition that the dealer shall offer to sell or sell any extended  
25 service contract or extended maintenance plan that is offered, sold,  
26 backed by, or sponsored by the manufacturer or distributor or sell, as-  
27 sign or transfer his retail installment sales contract in this state to  
28 a specified finance company or class of such companies, or to any other  
29 specified person; or

30 (d) Any express or implied statement or representation made directly or  
31 indirectly that the dealer is under any obligation whatsoever to offer  
32 to sell or sell any extended service contract or extended maintenance  
33 plan that is offered, sold, backed by, or sponsored by the manufacturer  
34 or distributor or to sell, assign or transfer any of his retail sales  
35 contracts, in this state, on new vehicles manufactured or sold by that  
36 manufacturer or distributor to a finance company or class of companies,  
37 or other specified person, because of any relationship or affiliation  
38 between the manufacturer or distributor and a finance company or compa-  
39 nies, or a specified person or persons.

40 (e) Nothing contained in this subsection shall prohibit a manufacturer  
41 or distributor from offering or providing incentive benefits or bonus  
42 programs to a retail motor vehicle dealer or prospective retail motor  
43 vehicle dealer in this state who makes the voluntary decision to offer  
44 to sell or sell any extended service contract or extended maintenance  
45 plan offered, sold, backed by or sponsored by the manufacturer or dis-  
46 tributor to sell, assign or transfer any retail installment sale or  
47 lease by him in this state of motor vehicles manufactured or sold by the  
48 manufacturer or distributor to a specified finance company or leasing  
49 company controlled by or affiliated with the manufacturer or distribu-  
50 tor.



1 Any statement, threats, promises, acts, contracts or offers of con-  
2 tracts, when the effect may be to lessen or eliminate competition or tend to  
3 create a monopoly, are declared unfair trade practices and unfair methods of  
4 competition, against the policy of this state, and are unlawful.

5 (5) It is unlawful for any manufacturer or distributor or agent or em-  
6 ployee of a manufacturer or distributor to use a written instrument, agree-  
7 ment, or waiver to attempt to nullify any of the provisions of this section,  
8 and such agreement, written instrument or waiver shall be null and void.

9 (6) It shall be unlawful, directly or indirectly, to impose unrea-  
10 sonable restrictions on the dealer relative to the sale, transfer, right  
11 to renew, termination discipline, noncompetition covenants, site control  
12 (whether by sublease, collateral pledge of lease, or otherwise), right of  
13 first refusal to purchase, option to purchase, compliance with subjective  
14 standards and assertion of legal or equitable rights.

15 (7) The provisions of this chapter shall apply to all written franchise  
16 agreements between a manufacturer or distributor and a dealer, including  
17 the franchise offering, the franchise agreement, sales of goods, services  
18 or advertising, leases or mortgages of real or personal property, promises  
19 to pay, security interests, pledges, insurance contract, advertising con-  
20 tract, construction or installation contract, servicing contracts and all  
21 other agreements where the manufacturer or distributor has any direct or  
22 indirect interest.

23 SECTION 3. An emergency existing therefor, which emergency is hereby  
24 declared to exist, this act shall be in full force and effect on and after  
25 July 1, 2023.