

RESOLUTION NO. 2016-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAPATO, WASHINGTON APPROVING THE MODIFICATION OF THE WASHINGTON STATE DEPARTMENT OF LICENSING CONTRACT.

WHEREAS, the Wapato Transportation Benefit District signed an agreement with the Washington State Department of Licensing on November 6, 2012 to provide collection and distribution of license tab fees; and

WHEREAS, the City of Wapato assumed the Wapato Transportation Benefit District per Ordinance 1309 effective January 4, 2016, and,

WHEREAS, the Washington State Department of Licensing (DOL) was contacted to update information based on Ordinance 1309; and,

WHEREAS, DOL indicated that an amended contract would need to be signed based on changes made by 2015 legislature in accordance of RCW 36.73 and Engrossed Substitute Senate Bill 5987 giving the City legislative authority to assume the rights, powers, functions and obligations of the transportation benefit district; and,

WHEREAS, the amended contract further includes the removal of all references to Washington State Department of Revenue; and,

WHEREAS, the City Council of the City of Wapato finds that it is in the best interest of the City and the residents of the City to enter into an amendment to agreement with the Washington State Department of Licensing, a copy of which amendment is attached hereto as Exhibit A, now therefore,

BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF WAPATO, WASHINGTON, AS FOLLOWS:

The City Council of the City of Wapato, as the governing board of the Wapato Transportation Benefit District, authorizes the Mayor or his designee to execute the Contract on behalf of the Wapato Transportation Benefit District updating the Washington State Department of Licensing agreement to collect and distribute license fees.

PASSED AND APPROVED this 18th day of April 2016.



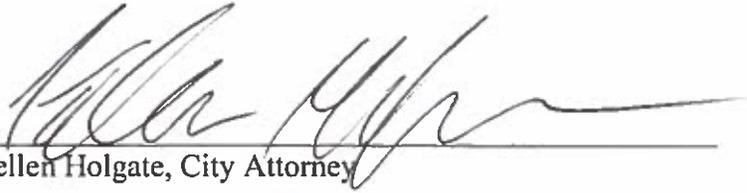
Tony Guzmán, Mayor Pro tempore

ATTEST:



Gloria Acosta, Deputy Clerk-Treasurer

APPROVED AS TO FORM:



Kellen Holgate, City Attorney

1st Touch Date: 4/4/16

2nd Touch Date: 4/18/16



STATE OF WASHINGTON
DEPARTMENT OF LICENSING

PO Box 9030 Olympia, Washington 98507

March 29, 2016

Wapato TBD K4077-1

Attn: Jesse Farias

205 E Third Street, Wapato, WA 98951

Jesse Farias,

Greetings, I am the new Department of Licensing (DOL) contract manager for the Transportation Benefit District (TBD) contracts.

Attached is a contract amendment that accomplishes the following:

- Update the DOL contract manager to including my contact information;
- Authorizes counties and cities to assume the rights of the rights, powers, functions and obligations of the TBD within their boundaries effective January 1, 2016. The assumption of rights is a result of Engrossed Second Substitute House Bill (ESSHB) 5987, an ACT relating to transportation revenue that passed in the 2015 legislation. ESSHB 5987 authorizes counties and cities in which TBD has been established pursuant to chapter 36.73 RCW with boundaries coterminous with the boundaries of the city or county may by ordinance or resolution of the city or county legislative authority assume the rights, powers, functions and obligations of the TBD.
- Removes all references to Department of Revenue (DOR) for GIS data and revises how TBD reports address corrections. TBDs will now report address corrections directly to DOL. DOL will submit a quarterly report to DOR.

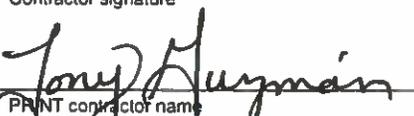
Additionally, we have a new process to send the contract amendment out via DocuSign. If you are not aware, DocuSign provides electronic signature technology for facilitating electronic exchanges of contracts and signed documents. This will be a quicker and easier way for all contract documents to be signed and you will automatically receive a fully executed copy as well. If you have not used DocuSign before, or if you are having trouble viewing the DocuSign amendment and need assistance, please call me.

If you have any questions, please let me know. I am looking forward to working with you.

Debra Dunn
Data Licensing Manager
Department of Licensing
ddunn@dol.wa.gov
(360) 902-0136

Skip a trip – go online www.dol.wa.gov

We are committed to providing equal access to our services.
If you need accommodation, please call TTY 360-664-0116.

	CONTRACT AMENDMENT BETWEEN THE DEPARTMENT OF LICENSING AND WAPATO TBD		DOL Contract No.K4077 Amendment No. 1
Amendment			
Amendment Purpose : The purpose of this amendment is to: 1. Update the DOL Contract Manager; 2. Amends Section 1 Definitions; 3. Adds Assignment Clause; and 4. Update Attachment A, STATEMENT OF WORK, by replacing in its entirety with an updated version Attachment A, STATEMENT OF WORK.			
Contractor			
Contract manager Jesse Farias	(Area code) Telephone 509.877.2334	E-Mail mayor@wapato-city.org	
Department of Licensing (DOL)			
Contract manager Debra Dunn, Data Sharing Contracts Manager	(Area code) Telephone (360) 902-0136	E-Mail ddunn@dol.wa.gov	
Attachments(when applicable)			
This Contract consists of the following attachment(s) and all document(s) incorporated herein or by reference: None			
The execution of this Amendment shall constitute a ratification of any earlier agreement between the parties, hereto, the terms and conditions of which are contained herein. The intent of the parties is that the effective date of this Agreement shall be on the date of last signature . All other terms and conditions of the original Contract and any subsequent amendments thereto remain in full force and effect. The parties hereby acknowledge and accept the terms and conditions of this amendment which is executed by the persons signing below who warrant that they have the authority to execute it on behalf of DOL and the Contractor.			
Contractor signature 	Date 04/18/2016	DOL signature 	Date
PRINT contractor name Jesse Farias Tony Guzman	Name Tamara L. Dohrman		
Print Title	Print Title Assistant Director Administrative Services Division		
E-Mail mayor@wapato-city.org	E-Mail tdohrman@dol.wa.gov		
Phone 509.877.2334	Phone 360-902-4044		

This Contract is hereby amended as follows:

- **Contract Management**

The DOL Contract Manager identified on page one (1) of the original contract is hereby updated to the Contract Manager listed on page one (1) of this amendment.

- **Section 1, DEFINITIONS**

Section 1, DEFINITIONS, is here by amended as follows:

As used throughout this Contract the following terms shall have the meanings set forth below:

- a. "Administrative and Collection Expenses" means the Direct and Indirect Cost associated with the collection of the TBD fees, including but not limited to information technology services to implement and support the collection of TBD fees; accounting for and payment of fees to the TBD; Contract administration; and management analysis as well as other incidental administrative overhead, and includes the costs associated with optional access to the Internet Vehicle Information Processing System (IVIPS). It does not include record inquiries by TBD (under an IVIPS contract).
- b. "Authorized User" means TBD officers, and employees, or any other authorized agent or official of the TBD.
- c. "Billing Cycle" means the annual vehicle registration renewal.
- d. "Direct Cost" shall include, but is not limited to, all operating, equipment and personnel costs used to furnish the information, reruns and/or additional data runs, costs materials and data integrity costs directly related to the monthly production and maintenance of these data files.
- e. "District" means all the territory within the boundaries of the TBD's jurisdiction establishing the District.
- f. "DOL File" means the data file received from ~~DOR~~ a third party used by DOL as the primary GIS data source to assess TBD fees.
- ~~g. DOR means Department of Revenue.~~
- g. "GIS" means the Department of Revenue/Geographical Information System data provided to DOL by a third party.
- h. "Indirect Cost" shall include, but is not limited to, auditing, answering complaints, correspondence, administrative overhead, building rents, related utilities, and other expenses identified as Indirect Costs by the Director of DOL.
- i. "Location Code" means the four digit number that corresponds to a TBD jurisdiction that is used by DOL when assessing the TBD fee. The four digit number is derived from the Department of Revenue's DOR's sales and use tax Location Code information.
- j. "Next Billing Cycle" means the Billing Cycle that occurs during the 12th month following the current Billing Cycle. For example, if a renewal is sent for a due date in the month of January 2014, the Next Billing Cycle will be January 2015.
- k. "RCW" means Revised Code of Washington.
- l. "Subcontractor" means a person or entity not in the employment of the TBD named in this Contract, but who is performing all or part of those services outlined in this Contract under a separate Contract with the TBD. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

- **Section 16, ASSIGNMENT**

Section 16, ASSIGNMENT, is hereby replaced in its entirety with the following:

Any city or county in which a Transportation Benefit District has been established pursuant to chapter 36.73 RCW with boundaries coterminous with the boundaries of the city or county may by ordinance or resolution of the city or county legislative authority assume the rights, powers, functions, and obligations of the Transportation Benefit District in accordance with Washington law. The city or county, within ten business days, notify DOL of the passage of such ordinance or resolution and provide a copy. The parties will work cooperatively in the transition of the rights, powers, functions, and obligations of the Transportation Benefit District.

- **Update Attachment A, STATEMENT OF WORK, by replacing in its entirety with an updated version**

Attachment A, STATEMENT OF WORK.

ATTACHMENT A
STATEMENT OF WORK

6. FOR ADMINISTRATION AND COLLECTION OF THE VEHICLE FEE

The Transportation Benefit District (TBD), or the city/county if they are legally assigned responsibility, shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of work as set forth below.

7. RESPONSIBILITIES OF THE TBD

The TBD shall:

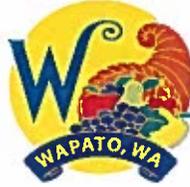
- a. Be the primary point of contact to respond to inquiries or disputes from citizens who have questions about the fee.
- b. Handle all contacts and/or disputes regarding boundaries and/or questions regarding the TBD or its collection of fees.
- c. Agree that any omitted or incorrect addresses that result in the fee not being charged for the current Billing Cycle will not be collected by DOL during the current cycle. DOL will charge the fee during the Next Billing Cycle if GIS data is updated by the data provider, DOL has a reasonable amount of time to accomplish necessary computer changes, and the address is within the TBD boundary.
- d. Process and issue any refunds or shortages that may be due. It is anticipated that TBD refunds will be largely due to boundary disputes.
- e. Verify boundary information of the TBD against the information provided in the GIS system to ensure an address taxing Location Code is appropriately identified for fee collection. Notify DOL of any changes to initiate computer-programming updates for proper fee collection.

8. RESPONSIBILITIES OF DOL

DOL shall:

- a. Not impose the fee for vehicles as defined by law as "Not Subject" to the fee by statute and are listed in Attachment D, *Vehicles Not Subject to Fee*.
- b. Use data from the DOL File as the primary source for identification when assessing the fee for a vehicle registered within a TBD area. If the Location Code is one of the TBD areas, then DOL will apply the charge to the vehicle record. If a match cannot be found within the data from the DOL File, then the customer will not be billed the fee. DOL will not use any other data source to determine TBD fee liability.
- c. Administer and collect the appropriate annual vehicle fees of up to \$20.00 per vehicle, at the time of registration renewal, pursuant to RCW 82.80.140.
- d. Not be responsible for the issuance of any refunds or shortages of the fee collected on behalf of TBD for boundary disputes when a customer claims they do not live in a TBD's area.
- e. Not be responsible or liable for any incorrect or omitted notices sent because TBD provided information to DOL in error.
- f. Not make corrections or issue replacement paper or electronic renewal notices. Not be obligated to recover actual or perceived revenue loss of the fee due to errors from data provided to DOL for boundary discrepancies.
- g. Not be responsible for inquiries and/or disputes of customers regarding the fees imposed by the TBD, except to direct the customer to the contact information provided to DOL by the TBD.
- h. Provide customers with information on the DOL webpage, which includes contact information for TBD.
- i. Provide vehicle licensing office and DOL staff with information to explain the TBD fee, which includes a list of TBD contact information.
- j. Not be responsible for the timeliness of the State Treasurer's monthly distribution of funds.

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COUNCIL AGENDA ITEM

Meeting Date: April 18, 2016
Subject: Resolution 2016-12 Dept of Licensing TBD Contract Amendment
Prepared By: Susan Pearson, Clerk-Treasurer
Approved By: Tony Guzmàn, Mayor pro tempore

SUMMARY:

Washington State changed the law for Transportation Benefit Districts (TBD) to allow assumption by their forming entity. The organization that requests collection and distribution of the fees needs to update the original ordinance to allow them to follow state law and accept the assumption. This agreement amendment is the update.

ALTERNATIVES:

There are no other alternatives.

FISCAL IMPACTS:

There are no fiscal impacts.

RECOMMENDATION AND MOTION:

I recommend approval of Resolution 2016-12 at tonight's meeting. The motion would be to:

“Motion to approve Resolution 2016-12, an amendment to Department of Licensing agreement for the Transportation Benefit District as presented.”