


Agenda Sheet for City Council:
Committee: PIES **Date:** 04/21/2025

Committee Agenda type: Discussion

Date Rec'd

4/8/2025

Clerk's File #

OPR 2025-0320

Cross Ref #

TBD-OPR 11-01

Project #
Council Meeting Date: 05/12/2025

Submitting Dept

MAYOR

Bid #
Contact Name/Phone

JON SNYDER 625-6069

Requisition #
Contact E-Mail

JSNYDER@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON

Sponsoring at Administrators Request

YES

Lease? NO

Grant Related? NO

Public Works? NO

Agenda Item Name

0520 CONTRACT WITH WASHINGTON DOL REGARDING TRANSPORTATION

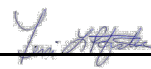
Agenda Wording

Amendment of 2011 interlocal agreement between Spokane Transportation Benefit District and Washington Department of Licensing for collection and processing of Transportation Benefit District Fees

Summary (Background)

State law authorizes cities to establish transportation benefit districts (TBD) for the purpose of providing and funding transportation improvements within the TBD's jurisdiction. Spokane established its TBD in 2011. The purpose of the Agreement is to provide terms and conditions under which Department of Licensing administers and collect fees on behalf of the TBD as provided by Agreement, according to RCW 36.73.065, RCW 46.12, RCW 82.80.140 and other applicable laws. Since its initial execution, the ILA was amended to confirm the separate a separate federal tax ID number for the TBD. This second amendment is to update the respective contacts for the DOL and the City and to amend the fee collection language. The City's contact information will now list Jon Snyder, the City's Director of Transportation and Sustainability.

Approved by Spokane City Council
on: 5/12/2025



City Clerk

What impacts would the proposal have on historically excluded communities?

The TBD ensures city registered drivers are paying into the residential street repair program.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Roads are analyzed based on the Pavement Condition Index and slated for timely treatment. People verify the PCI number and the number is updated within a two year period. This informs the effectiveness of the program and a continuous improvement methodology.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

See response above

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The TBD is aligned with broader City policies such as our Comprehensive Plan (Complete Streets), City Council initiatives, Neighborhood Plans, and stated Administrative priorities.

Council Subcommittee Review

Not applicable

Fiscal Impact			
Approved in Current Year Budget? N/A			
Total Cost		\$	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
<u>Amount</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Funding Source</u>		N/A	
<u>Funding Source Type</u>		Select	
Is this funding source sustainable for future years, months, etc?			
<u>Expense Occurrence</u>		N/A	
Other budget impacts (revenue generating, match requirements, etc.)			
<u>Approvals</u>		<u>Additional Approvals</u>	
<u>Dept Head</u>	SCOTT, ALEXANDER		
<u>Division Director</u>			
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
<u>Distribution List</u>			

 WASHINGTON STATE DEPARTMENT OF LICENSING	CONTRACT AMENDMENT BETWEEN DEPARTMENT OF LICENSING AND CITY OF SPOKANE TRANSPORTATION BENEFIT DISTRICT (TBD)	DOL Contract No. K2057 Amendment No. 2
Amendment		
The purpose of this amendment is to: 1. Update DOL Contract Manager, effective immediately; 2. Add the following language to the "Fee Collection" section of the contract. - "A change in the amount of fee collected will be implemented no less than one hundred twenty (120) days from the time the DOL Contract Manager receives a copy of the signed and dated Ordinance or Resolution changing the fee."		
Contractor		
Contract Manager Jon Snyder	(Area code) Telephone (509)625-6069	E-Mail jsnyder@spokanecity.org
Department of Licensing (DOL)		
Contract Manager Brad DeVol	(Area code) Telephone (360) 634-5131	E-Mail bdevol@dol.wa.gov
Attachments (when applicable)		
N/A		
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 parties have executed this Amendment as the later signature dates included below. All other terms and conditions of the original Contract and any subsequent amendments there to 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 Alexander Scott	Date 5/16/2025	Department of Licensing Evelyn Lloyd
Alexander Scott	Name Evelyn Lloyd	
Title City of Spokane, Administrator	Print Title Assistant Director, Administrative Services Division Department of Licensing	
E-Mail ascott@spokanecity.org	E-Mail ELloyd@dol.wa.gov	
Phone (509) 625-6774	Phone (360) 902-4044	

Approved as to form:

Elizabeth Schmedel
Assistant City Attorney - approved as to form only
Attest:

Laurie Farnsworth
Acting City Clerk
(Acting)

Dept. of Licensing
City of Spokane



This Contract is hereby amended as follows:

CONTRACT MANAGEMENT
Update DOL Contract Manager

The DOL Contract Manager identified on page one (1) of amendment number two (2) is hereby updated to the Contract Manager listed on page one (1) of this amendment.

FEE COLLECTION (page 3)

Add language to the "Fee Collection" section of the contract

A change in the amount of fee collected will be implemented no less than one hundred twenty (120) days from the time the DOL Contract Manager receives a copy of the signed and dated Ordinance or Resolution changing the fee.

****REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK****

DOL Agreement No.K2057
TBD Agreement No. TBD-OPR 11-01

RECEIVED

MAR 25 2011

 ORIGINAL

INTERLOCAL AGREEMENT
BETWEEN
WASHINGTON STATE DEPARTMENT OF LICENSING
AND
CITY OF SPOKANE TRANSPORTATION BENEFIT DISTRICT

Upon execution, this Agreement is entered into by and between Washington State, Department of Licensing (hereinafter called "DOL" or "Department"), and City of Spokane Transportation Benefit District, (hereinafter called Transportation Benefit District "TBD" or "Contractor").

City of Spokane Transportation Benefit District
Office of the City Council
7th Floor Municipal Bldg
W. 808 Spokane Falls Blvd
Spokane, WA 99201

Telephone: 509-625-7738
FAX: 509-625-7732
E-Mail: aschenk@spokanecity.org

PURPOSE

Engrossed Substitute House Bill 1858, Chapter 329 Laws 2007, authorizes cities to establish transportation benefit districts (TBD) for the purpose of providing and funding transportation improvements within the TBD's jurisdiction.

The purpose of this Agreement is to provide terms and conditions under which DOL shall administer and collect fees on behalf of the TBD as provided by Agreement, according to RCW 36.73.065, RCW 46.12, RCW 82.80.140, WAC 308-10, Chapter 18 USC Sec. 2721 -2725 Driver Privacy Protection Act (DPPA), and Executive Order 97-01, and all applicable laws, and under the authorization of RCW 39.34 as currently written or hereafter amended.

THEREFORE, IT IS MUTUALLY AGREED THAT:

DEFINITIONS

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

1. "Administrative and Collection Expenses" means direct and indirect costs 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 IVIPS by TBD (under separate IVIPS Agreement).
2. "Authorized user" means TBD officers, and employees, or any other authorized agent or official of the TBD.
3. "Billing cycle" means the annual vehicle registration renewal.
4. "Confidential Information" means information that requires protection from unauthorized physical and electronic access. Confidential Information includes, but is not limited to, social security numbers, credit card information, driver license numbers, vehicle owner information, personal information, law enforcement records, agency security data, and banking profiles.

5. "Data" means information which may be confidential contained in the vehicle and/or vessel record provided to Contractor under this Agreement
6. "Data Requests" means requests made for vehicle owner data provided by a Secure Data Transfer (SDT) process, and is provided under a separate agreement, not to include use of the optional Internet Vehicle Information Processing System (IVIPS).
7. "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.
8. "District" means all the territory within the boundaries of the Transportation Benefit District's jurisdiction establishing the district.
9. "DOL File" means the data file received by DOL from DOR used by DOL as the primary GIS data source to assess TBD fees.
10. "DOR" means Department of Revenue.
11. "GIS" means the Department of Revenue/Geographical Information System.
12. "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.
13. "IVIPS" means Internet Vehicle Information Processing System.
14. "Jurisdiction 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 DOR's sales and use tax location code information.
15. "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 2011, the next billing cycle will be January 2012.
16. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, e-mail addresses, credit card information, law enforcement records or other identifying numbers or Protected Health Information, any financial identifiers, and other information that may be exempt from disclosure to the public or other unauthorized persons under either RCW 42.56 or other state and federal statutes.
17. "Subcontractor" means a person or entity not in the employ of the TBD named in this Agreement, but who is performing all or part of those services outlined in this Contract under a separate Agreement with the TBD. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

STATEMENT OF WORK

The parties to this Agreement shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the exchange of data as set forth in the *Statement of Work*, Attachment A, *Vehicles Subject to ESHB 1858*, Attachment B and *Vehicles Not Subject to ESHB 1858*, Attachment C that are attached and incorporated by reference.

DOL Agreement No.K2057
TBD Agreement No. _____

PERIOD OF PERFORMANCE

Subject to its other provisions, this Agreement shall begin upon the **date of execution** by the parties and shall **extend through the life of the TBD** as defined in the ordinance establishing the TBD. This Agreement is subject to review by the parties every two years or sooner as necessary to review applicable laws changes that affect this agreement and the provision herein, or as is otherwise required herein.

FEE COLLECTION

Fee collection may not be sooner than six (6) months from the signed and dated Ordinance creating the TBD fee. However, prior to any fee collection the following must occur:

TBD shall:

1. Provide DOL with a completed Vehicle/Vessel Disclosure Agreement Application.
2. Enter into the standard IVIPS agreement in accordance with RCW 46.12.380.
3. Provide DOL with a legible copy of the TBD's signed and dated Ordinance documents and any related documents authorizing a specific fee amount.
4. Provide DOL with the DOR jurisdiction location code that will be used when determining which vehicles are subject to the fee.
5. Provide the TBD designated telephone number that will be printed in the fee notice text on renewal notices for any TBD fee inquiries.

Once Ordinance and contact information are received DOL Shall:

1. Make the necessary changes to add the fee and contact information to renewal notices. The changes may take approximately four (4) to six (6) months before the first fee notification will be printed on renewal notices.
2. Notify the TBD of the date the first renewal notice will contain TBD fees to be collected.

Collection start dates will vary depending on the necessary time required for DOL to establish the TBD fee collection setup. This is, in part, due to DOL's pre-existing billing cycles that require up to four (4) months to allow for changes to the special message in renewal notices and time to mail the notices before the vehicle's expiration date. The TBD fee collection notification may commence on the next scheduled billing cycle, after the collection setup is established and printing vendor notification has been made. The TBD fee will only be charged for vehicles that have an expiration date of the vehicle registration that is due on or after the first month DOL initiates the initial collection of the fee.

EXAMPLE OF BILLING CYCLE:

- If setup is established at least by April 1st, the first renewal notices will be mailed in June for vehicles with August expiration dates.
- If setup is established at least by April 15th, the first renewal notices will be mailed in July for vehicles with September expiration dates.

EXAMPLE OF WHEN DOL CHARGES THE FEE:

- If DOL starts to collect the fee effective with registrations that are due or become due on or after 9/1/2011, DOL will only charge customers if their vehicle registration expires on or after 9/1/2011 (renewing for 9/1/2012).

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TBD Agreement No. _____

- DOL will NOT charge the fee if the customer renews late and the vehicle registration expired before the first month DOL started to collect the fee.
- DOL will charge the fee if the customer establishes a new expiration date for the vehicle registration that is after the month of the first fee collection.

PAYMENT/ REIMBURSEMENT

- DOL shall deduct a percentage amount, as provided in RCW 82.80.140, of one percent (1%) of the \$20 (twenty dollar) fee collected for administration and collection expenses incurred.
- DOL shall set up the Vehicle Field System (VFS) to automatically deduct one percent 1% at the time of each transaction.
- The one percent (1%) fee also includes the TBD's optional access to the IVIPS, once an IVIPS agreement is executed.
- DOL shall certify the release of the proceeds to the state treasurer, and the state treasurer shall distribute the proceeds to the TBD on a monthly basis.
- The one percent (1%) fee is a maximum permitted by statute and is based in part upon the costs associated with implementing the administration and collection expenses for the collections for the TBD as one of the first such entities with the state to implement a license tab fee.

RECORDS AND DOCUMENTS

The parties to this Agreement shall each maintain books, records, documents and other evidence, which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by authorized personnel of either party, the Office of the State Auditor, and other government officials so authorized by law for the period such records are required to be retained according to the Washington State Retention Schedule.

Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties, except as required by law.

ASSURANCES

DOL and the Contractor agree all activity pursuant to this Agreement will be in accordance with all applicable current or future federal, state and local laws, rules, and regulations.

CONFIDENTIALITY

Each party agrees to maintain the security of and protect all confidential information, data, and records provided directly or indirectly to the TBD by DOL to ensure that such information is safeguarded, used, and disclosed by the TBD in compliance with laws governing such information, data and records. The TBD shall provide right of access to the Department or any of its officers or agents upon reasonable notice, to inspect the system by which the TBD maintains such information.

Should DOL have reason to believe that the TBD is not properly safeguarding, using, or disclosing DOL records, DOL shall take the following approach:

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- Provide notice to the TBD that details each issue DOL has determined to be problematic along with a method DOL considers to be appropriate to remedy the issue;
- Provide the TBD at least thirty (30) days to cure such issue, provided, however, that if cure requires the discipline of any employee or subcontractor, the period of cure shall be extended to include any appeal or other process required by law or collective bargaining agreement.
- If the TBD fails to cure to DOL's satisfaction, DOL has the option to terminate dissemination of DOL records and information to the TBD until the TBD provides sufficient security for DOL records. DOL must provide twenty (20) days notice to the TBD that it will terminate dissemination of DOL records;
- If DOL terminates dissemination of records to the TBD, the TBD may seek review by the Dispute Board. Judicial review may be sought in lieu of seeking review of the Dispute Board;
- If the Dispute Board fails to remedy the issue to the TBD and/or DOL's satisfaction, either party may seek judicial review.

PUBLIC RECORDS REQUESTS

For any public records request received by the TBD for confidential information, the TBD will coordinate with DOL in an effort to mutually agree upon the information to be disseminated. If the TBD and DOL disagree, the TBD will provide DOL at least ten (10) days in order to allow DOL to seek judicial review as provided under the Public Records Act.

Indemnity

- Except as specifically provided in this section, the parties have not agreed to indemnify or hold harmless each other:
- Each party agrees to hold harmless and indemnify the other from any claim, loss or liability arising from or out of the employment or contractual relationship of each parties' employees and subcontractors;
- DOL agrees to bear all costs associated with the resolution of fee payer disputes regarding statutory exemption from license fees and agrees to hold harmless and indemnify the TBD from such costs.
- TBD agrees to bear all costs associated with the resolution of fee payer disputes relating to the formation of the TBD, the levying of any charge or fee on matters relating to the residence of the fee payer or other disputes relating to the location of the vehicle or fee payer, and agrees to hold harmless and indemnify the DOL from such costs.
- The term "cost" as used herein refers to any and all administrative costs, court costs and reasonable attorneys' fees associated with resolution of any claim, loss or liability.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual consent of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

MEMORANDUM OF UNDERSTANDING (MOU)

Any communications that either Contract Manager determines to address more than day-to-day concerns, but do not modify the terms of this Agreement, shall be documented by a written, numbered and dated *MOU*.

TERMINATION BY LEGISLATIVE ACTION

This Agreement is terminated upon formal action of the State Legislature by enacting statutory prohibition. If this Agreement is terminated, DOL is entitled to payments required under the terms of this Agreement for services rendered prior to termination.

REMEDIES; DISPUTE RESOLUTION

The relationship of the parties is in part defined by statute. In recognition of the parties' relationship and the lack of alternatives for the collection of fee, the parties have established these provisions regarding their respective rights and remedies.

Dispute Resolution

The parties shall attempt to resolve any dispute between the parties regarding the interpretation or performance under this agreement at a staff level. If a party believes the other to be in breach of the agreement, it shall provide written notice of breach to the party via postage paid in the U.S. mail addressed as provided in *Contract Management*, Section. The alleged party in breach shall have ten (10) business days to either cure the breach or refer any dispute to arbitration by the Dispute Board.

The Dispute Board shall attempt to resolve the dispute in the following manner prior to seeking judicial review. Due to the critical nature of the parties statutory obligations, disputes regarding public records shall not be subject to this procedure, except as provided in *Public Records Request* and *Confidentiality* Sections. Additional procedures are provided for alleged breach of confidentiality.

- Each party to this Agreement shall appoint one member to the Dispute Board.
- The members so appointed shall jointly appoint an additional member to the Dispute Board.
- The Dispute Board shall review the facts, Agreement terms, applicable statutes and rules and make a determination.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any other applicable law. The provisions of this Agreement shall be construed to conform to those laws.

Any inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, shall be resolved by giving precedence in the following order:

1. Applicable state and federal statutes and rules;
2. Statement of Work; and all Attachments;
3. Any other provisions of the Agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising there under, is not assignable or delegable by either party in whole or in part.

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TBD Agreement No. _____

WAIVER

Unless the Agreement is amended in writing by an authorized representative of DOL and the TBD, waiver of a default under this Agreement, or failure by DOL or the TBD to exercise its rights shall not:

- be considered a modification or amendment to the Agreement; or
- constitute a waiver of any subsequent default.

LIMITATION OF STATE LIABILITY

The parties agree that in no event shall the state of Washington, the Department, the Director of the Department or any Department employees, be liable to Contractor for any damages, costs, lost production, or any other loss of any kind for failure of the Department's equipment, hardware or software to perform for any reason, or for the loss of consequential damage which is the result of acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of fire, failure of communications or computer equipment, facilities, or software, power failures, nuclear accidents or other disasters.

The state of Washington, the Department, the Director of the Department or any Department employee shall not be liable for any claim of any nature against Contractor by any party arising from any failure in the service furnished by the Department under this Agreement, for any errors, mistakes or acts on the part of the Department or its agents which result in the failure of the Department's equipment or software which fails to perform for any reason or for any other loss or consequential damage which is a result of acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of fire, failure of communications or computer equipment, facilities, or software, power failures, nuclear accidents or other disasters.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

INTERLOCAL AGREEMENT

This is an interlocal agreement entered into pursuant to the authorization of Chapter 39.34 RCW. Accordingly, the following provisions are set forth in accordance with the provisions of RCW 39.34.030.

- This Agreement shall be perpetual unless terminated as herein provided.
- No separate legal or administrative entity is created by this Agreement.
- The cooperative undertakings of the parties shall be financed as provided herein. Each party shall separately establish and maintain a budget for its own functions.
- No joint property shall be acquired, held or disposed of. Any real or personal property used in the joint or cooperative undertaking shall be considered to be and remain the property of the party who purchased such real or personal property.
- This Agreement shall be effective when posted on the website of either the DOL or the jurisdiction in which the TBD has been created in accordance with RCW 39.34.040.

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TBD Agreement No. _____

ADDITIONAL CONTACT INFORMATION

TBD has provided DOL with an alternative contact in the event that DOL is unable to contact the TBD Contract Manager and secondary contact is listed below.

Secondary Contact for TBD is: Michael J. Piccolo, Assistant City Attorney Office of the City Attorney City of Spokane 808 W. Spokane Falls Blvd. 5th Floor, Municipal Bldg. Spokane, WA 99201-3326 Phone: 509-625-6225 FAX: 509-625-6277 E-Mail: mpiccolo@spokanecity.org
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CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

Contract Manager for TBD is:	The DOL Contract Manager is:
Andrew Schenk City of Spokane Transportation Benefit District Office of the City Council W. 808 Spokane Falls Blvd 7th Floor Municipal Bldg Spokane, WA 99201 Telephone: 509-625-7738 FAX: 509-625-7732 E-Mail: aschenk@spokanecity.org	Jennifer Dana Department of Licensing Records and Program Management PO Box 2076 Olympia, WA 98507-2076 Phone: 360-902-3673 FAX: 360-570-7861 E-Mail: jedana@dol.wa.gov

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ALL WRITINGS CONTAINED HEREIN

This Agreement consists of thirteen (13) pages including the following attachments:

- A = Statement of Work
- B = Vehicles Subject to the Vehicle Fee under RCW 82.80.140
- C = Vehicle Not Subject to the Vehicle Fee under RCW 82.80.140

This Agreement sets forth in full all the terms and conditions agreed upon by the parties. Any other agreement, representation, or understandings, verbal or otherwise, regarding the subject matter of this Agreement shall be deemed to be null and void and of no force and effect whatsoever, with the following exceptions.

1. *Exception #1*- If TBD enters into an IVIPS agreement that is also required to obtain vehicle information. The IVIPS agreement does not null and void this Agreement with TBD, nor does this Agreement null and void the IVPS Agreement entered into by the TBD.
2. *Exception #2* - If TBD enters into a separate data sharing agreement to obtain vehicle information. The separate data sharing agreement does not null and void this Agreement or the IVIPS Agreement, nor does this Agreement null and void any separate data sharing agreement entered into by the TBD.

IN WITNESS WHEREOF, the parties have executed this Agreement, affirm they have the authority to bind their respective parties to the terms and conditions of this Agreement.

City of Spokane
Transportation Benefit District

State of Washington
Department of Licensing

Alexander Joe Shogan, Jr. 3/27/2011
(Signature) (Date)

Julie Knittle 3-28-11
Julie Knittle, Assistant Director (Date)

Alexander Joe Shogan, Jr - Chair
(Print Name & Title)

APPROVED AS TO FORM ONLY

91-6001280
(Federal Tax Identification Number or UBI)

Signature on file June 1, 2009
Diane McDaniel.AAG (Date)

APPROVED AS TO FORM:

Mark R. Rasmussen 3/22/11
Attorney for TBD (Signature) (Date)

Attest: Leri H. Foster
Spokane City Clerk

DOL Agreement No.K2057
TBD Agreement No. _____

ATTACHMENT A STATEMENT OF WORK

The Transportation Benefit District (TBD) 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:

FOR ADMINISTRATION AND COLLECTION OF THE VEHICLE FEE

RESPONSIBILITIES OF THE TBD

The TBD shall:

1. Provide DOL with a completed Vehicle/Vessel Disclosure Agreement Application.
2. Enter into the standard IVIPS agreement in order to be provided with access to the optional IVIPS.
3. Provide DOL with a legible copy of the official signed and dated Ordinance that establishes the Transportation Benefit District (TBD) fee.
4. Submit to DOL the TBD phone number to be printed in the fee notice text section on the vehicle license renewal notice.
5. Be the primary point of contact to respond to inquiries or disputes from citizens who have questions about the fee.
6. Handle all contacts and/or disputes regarding boundaries and/or questions regarding the TBD or its collection of fees.
7. 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, and that DOL will charge the fee during the next billing cycle if Department of Revenue's (DOR) data is updated, DOL has a reasonable amount of time to accomplish necessary computer changes, and the address is within the TBD boundary.
8. Process and issue any refunds or shortages that may be due. It is anticipated that TBD refunds will be largely due to boundary disputes.
9. Verify boundary and sub boundary information of the TBD against the information provided in the DOR GIS system to ensure an address taxing location code is appropriately identified for fee collection. Notify DOR of any changes to initiate computer-programming updates for proper fee collection, as zip codes are added or changed within the boundary or sub area boundary assignment of the TBD.

RESPONSIBILITIES OF DOL

DOL shall:

1. Insert the imposed vehicle fee on the renewal notices for vehicles subject to the fee that are listed in *Vehicles Subject to the Vehicle Fee under RCW 82.80.140 Table*, Attachment B, and are within the TBD boundary.
2. Not impose the fee for vehicles as defined by law as "Not Subject "to the fee by statute and are listed in *Vehicles Not Subject to the Vehicle Fee under RCW 82.80.140 Table*, Attachment C.

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3. Provide standard language on renewal notices to direct customers who have questions regarding the TBD fees to the designated TBD contact telephone number for questions regarding the fee.
4. 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 jurisdiction location code is one of the TBD areas, then DOL will apply the charge to the vehicle and notify the owner of the fee by using a paper or electronic renewal notice. If a match cannot be found within the data from the DOL file, then the customer will not be billed the TBD fee. DOL will not use any other data source to determine TBD fee liability.
5. 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.
6. Retain one percent (1%) of all fees collected in payment for the incurred expenses for the administration and collection of TBD fees and for fees associated with the optional IVIPS agreement deposit and individual inquiries (i.e. each look-up).
7. 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 jurisdiction.
8. Not be responsible or liable for any incorrect or omitted notices sent because TBD provided information to DOR in error.
9. Not make corrections or issue replacement paper or electronic renewal notices. (The annual vehicle TBD fee will be inserted onto renewal notices for the next billing cycle of that vehicle).
10. Not be obligated to recover actual or perceived revenue loss of the fee due to errors from data provided to DOL from DOR for boundary discrepancies.
11. 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.
12. Provide customers with information on the DOL webpage, which includes contact information for TBD.
13. Provide vehicle licensing Agents, Subagents and DOL staff with information to explain the TBD fee, which includes a list of TBD contact information.
14. Not be responsible for the timeliness of the state treasurer's monthly distribution of funds.
15. Not be responsible to provide TBD with data requests, except through the optional IVIPS, unless the TBD enters into a separate data sharing agreement pursuant to RCW 46.12. Costs associated with data requests are not included in the one percent (1%) retained for administration and collection expenses pursuant to RCW 82.80.140.
16. If requested provide the TBD with access to IVIPS provided TBD enters in to the standard IVIPS agreement, in order for the TBD to access information sufficient to process refunds and assist in responding to TBD customer inquiries.

DOL Agreement No.K2057
TBD Agreement No. _____

ATTACHMENT B
VEHICLES SUBJECT TO THE VEHICLE FEE UNDER RCW 82.80.140

The annual vehicle fee is due for each vehicle subject to license tab fees under RCW 46.16.0621 and for each vehicle subject to gross weight fees under RCW 46.16.070 with an unladen (scale) weight of 6,000 pounds or less.

Vehicles registered with Disabled American Veteran Exemption would be exempt from the tax. The annual vehicle licensing fee applies only when renewing a vehicle registration, and is effective upon the registration renewal date as provided by the Department of Licensing.

The following vehicles are subject to the vehicle licensing fee:

Use Class	Description	What makes it Subject...
CAB	Taxicab	46.16.0621
CMB (powered)	Combination	46.16.070, if scale weight is 6000 pounds or less
COM (powered)	Commercial vehicle	46.16.070, if scale weight is 6000 pounds or less
CYC	Motorcycle	46.16.0621
FIX	Fixed Load vehicle	46.16.070, if scale weight is 6000 pounds or less
F/H, 6 seats or less	For Hire	46.16.0621
F/H, 7 seats or more	For Hire	46.16.070, if scale weight is 6000 pounds or less
H/D	House Moving Dolly	46.16.0621
LOG(powered)	Used Exclusively for hauling logs	46.16.070, if scale weight is 6000 pounds or less
MH	Motor home	46.16.0621
MOB	Mobile Home	46.16.0621(if actually licensed)
PAS	Passenger vehicle	46.16.0621
STA, 6 seats or less	Stage	46.16.0621
STA, 7 seats or more	Stage	46.16.070, if scale weight is 6000 pounds or less
TLR	Private –use trailer (if over 2000 pounds scale weight)	46.16.0621
TOW	Tow truck	46.16.0621
TRK	Truck	46.16.070, if scale weight is 6000 pounds or less
TVL	Travel trailer	46.16.0621

ATTACHMENT C

VEHICLES NOT SUBJECT TO THE VEHICLE FEE UNDER RCW 82.80.140

The following vehicles are specifically exempted from the vehicle licensing fee:

- a) Farm tractors or farm vehicles as defined in RCW 46.04.180 and 46.04.181;
- b) Off-road and non highway vehicles as defined in RCW 46.09.020;
- c) Vehicles registered under chapter 46.87 RCW and the international registration plan; and
- d) Snowmobiles as defined in RCW 46.10.010.

The following vehicles are not subject to the vehicle fee:

Use Class	Description	What makes it Subject...
C/G	Converter Gear	Not Licensed
CMB non powered	Trailers	Not subject to license fees
CMP	Campers	Exempt under RCW 46.16.505
COM non powered	Commercial	Licensed under 46.16.085
EX	State, County, City, Indian	Not subject to license fees
FAR	Farm	Exempt per language in bill/law
FCB	Farm Combination	Exempt per language in bill/law
FED	Federally Owned	Not subject to \$30 license fee
FEX	Farm Exempt	Not subject to license fees
H/C (i.e., Antique vehicle)	Horseless Carriage(see specific use class for vehicle type)	Not subject to license fees
LOG (non powered)	Used exclusively for hauling logs	Licensed under 46.16.085
ORV	Off Road Vehicles	Exempt per language in bill/law
PED	Moped	Licensed under 46.16.630
RES	Restored and Collector Vehicles	Not subject to license fees
SCH	Private School	Not subject to license fees
SNO	Snowmobiles	Exempt per language in bill/law
SNX	State, County, City owned snowmobiles	Not subject to license fees
TLR	Personal use trailers, single axle (less than 2,00 pounds scale weight)	Exempt. Licensed under RCW 46.16.086