

AGENDA
TRANSPORTATION BENEFIT DISTRICT
Board Meeting
July 2, 2009 – 6:30 p.m.

CALL TO ORDER – Chair Kaplan

ROLL CALL

CORRESPONDENCE

APPROVAL OF MINUTES

Minutes of March 12, 2009

COMMENTS FROM THE PUBLIC

OLD BOARD BUSINESS

1. DOL contract with TBD.

NEW BOARD BUSINESS

NEXT MEETING DATE

ADJOURNMENT

As allowed by law, the Board may add and take action on items not listed on the agenda.

PRELIMINARY

REGULAR MEETING DES MOINES TRANSPORTATION BENEFIT DISTRICT

MINUTES

March 12, 2009

The regular meeting of the Transportation Benefit District Board was called to order at 6:30 p.m. by Chair Kaplan, in the Council Chambers, 21630 11th Avenue South, #B.

ROLL CALL - Present: Chair Dave Kaplan, Vice Chair Carmen Scott, Boardmembers Ed Pina, Bob Sheckler, and Dan Sherman. Absent: Scott Thomasson and Susan White (excused later in the meeting). Also in attendance were Executive Director Tony Piasecki, Board Attorney Pat Bosmans, Transportation Engineer Dan Brewer, Associate Transportation Engineer Brandon Carver and Clerk Autumn Lingle.

APPROVAL OF MINUTES

MOTION was made by Boardmember Pina, seconded by Vice Chair Scott and passed unanimously, to approve the minutes of February 12, 2009.

OLD BUSINESS

1. Inter-local agreement between the TBD and the City

Associate Transportation Engineer Brandon Carver gave a presentation that answered questions and comments regarding the Inter-local agreement with the City of Des Moines from the previous meetings. He confirmed that the DOL had received correspondence from the City on the subject of 2-month lag time in funding. More discussion followed regarding signatory lines for the TBD.

MOTION was made by Councilmember Pina, seconded by Boardmember Sheckler, to approve the Inter-local agreement between the City of Des Moines, Washington and the Des Moines Transportation Benefit District.

AMENDMENT was made by Boardmember Pina to Item 2.1 to read, "Provide to the City of Des Moines all funding received from any and all lawful sources, *net administrative expenses*, which the TBD in its sole discretion may levy for the purpose of preserving and maintaining Des Moines streets and related infrastructure". Agreed to by the maker and seconder as a friendly amendment.

AMENDMENT was made by Boardmember Pina to Item 2.2.2 to read, "Develop an annual work plan and designate *projected* street maintenance and preservation projects within Des Moines for funding." Agreed to by the maker and seconder as a friendly amendment.

AMENDMENT was made by Boardmember Pina to Item 3.3 to read "Utilize all funding provided for street maintenance and preservation projects shown and *prioritized* on the TBD's annual work plan in accordance with the TBD's material charge policy law and ordinance." Agreed to by the maker and seconder as a friendly amendment.

VOTE ON AMENDED MOTION: Passes 4 to 1. Boardmember Sherman opposed. He feels it will add another unnecessary layer to government.

NEW BUSINESS

1. 2009 TBD Expenditures

Transportation Engineer Brewer presented a suggested list of projects and expenditures that would become the work plan for the TBD.

MOTION was made by Boardmember Sheckler, seconded by Vice Chair Scott, to approve the Transportation Benefit District attached expenditure list and work plan for 2009, subject to available funds.

The Board directed staff to prioritize a work list. Transportation Engineer stated he would compose a list and bring it back at the next TBD meeting.

AMENDMENT was made by Boardmember Pina to add “and set priorities” at the end of the original motion. Agreed to as a friendly amendment by the maker and seconder.

VOTE ON MOTION: Passed 4 to 1. Boardmember Sherman opposed.

2 .Interlocal agreement between the TBD and WCIA

MOTION was made by Boardmember Sheckler, seconded by Vice Chair Scott, to authorize the Transportation Benefit District to enter into an Interlocal agreement with WCIA for the purpose of providing liability coverage for the Benefit District.

Executive Director Piasecki directed staff to contact their counterparts in other districts to compose an Inter-local agreement that would allow joint sharing of liability as one entity.

VOTE ON MOTION: Passed unanimously.

3. Discussion of DOL contract with TBD

Board attorney Bosmans stated she could not recommend the contract as it is currently written. She noted that by the next meeting it would be back in an acceptable form.

NEXT MEETING DATE

Chair Kaplan noted the next regular meeting would be May 14, 2009, at 6:30 p.m.

ADJOURNMENT

At 7:13 p.m., Chair Kaplan declared the meeting adjourned.

Respectfully submitted,

Autumn Lingle
Clerk

INTERLOCAL AGREEMENT
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF LICENSING
AND
DES MOINES TRANSPORTATION BENEFIT DISTRICT

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

Des Moines
Transportation Benefit District
21630 11th Avenue South, Suite A
Des Moines WA 98198

Telephone: (206) 870-6512
FAX: (206) 870-6540
E-Mail: phenderson@desmoineswa.gov

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 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 VIPS by TBD (under 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. "DOR" means Department of Revenue.
10. "GIS" means the Department of Revenue/Geographical Information System.
11. "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.
12. "IVIPS" means Internet Vehicle Information Processing System.
13. "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 2009, the next billing cycle will be January 2010.
14. "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.
15. "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.

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; however, this Agreement is subject to review by the parties every two years, as the parties may mutually agree 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.
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.

DOL Agreement No. K1251
Agreement No. 1

PAYMENT/ REIMBURSEMENT

- DOL shall deduct a percentage amount, as provided in RCW 82.80.140, of one percent (1%) of the \$20.00 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:

- 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.
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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.

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.

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.

ALL WRITINGS CONTAINED HEREIN

| | |
|---|---|
| Contract Manager for TBD is: | The DOL Contract Manager is: |
| Des Moines TBD 21630 11th Ave. So., Suite A Des Moines, WA 98198 Phone: (206) 870-6512 FAX: (206-870-6540 E-Mail: phenderson@desmoineswa.gov | Jennifer Dana Department of Licensing PO Box 2957 Olympia, WA 98507-2076 Phone: (360) 902-3673 FAX: (360) 570-7861 E-Mail: jedana@dol.wa.gov |

This Agreement consists of twelve (12) pages including the following attachments:

- A = Statement of Work
- B = Vehicles Subject to the Vehicle Fee under RCW 82.80.140
- C = Vehicles 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 IVIPS 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.

Des Moines Transportation Benefit District

State of Washington
Department of Licensing

Anthony A. Piasecki, Des Moines TBD Director

Julie Knittle, Assistant Director

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 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.

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 question regarding the fee.
4. Use the DOR GIS database as the basis for identification for applying the fee based on the jurisdiction a vehicle is registered in accordance with the DOR jurisdiction location code. 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 via renewal notices. If a match cannot be found within the GIS database, then that customer will not be billed any TBD fee charges. 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 renewal notices. (The annual vehicle TBD fee will be inserted and sent on the renewal notice for the next billing cycle of that vehicle).
10. Not be obligated to recover actual or perceived revenue loss of the fee due to DOR GIS 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. Costs associated with data requests are not included in the one percent (1%) retained for administration and collection expenses pursuant to RCW 82.81.140.
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.

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(powerd) | 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 Not 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 2,000' pounds scale weight) | Exempt. Licensed under RCW 46.16.086 |

WASHINGTON STATE

DEPARTMENT OF

LICENSING

**VEHICLE/VESSEL DISCLOSURE
AGREEMENT APPLICATION**

VEHICLE/VESSEL
DISCLOSURE SECTION
PO BOX 2957
OLYMPIA, WA 98507-2957
PHONE: (360) 359-4001 IVIPS
FAX: (360) 570-7895

The Washington State Department of Licensing (DOL) releases vehicle record information in accordance with the federal Driver Privacy Protection Act (DPPA), and Washington State law. The DPPA permits us to release personal information and highly restricted personal information from Motor Vehicle records ONLY to certain categories of requestors, and then ONLY for certain purposes. The DPPA also restricts the re-disclosure of personal information obtained from Motor Vehicle records. An authorized recipient of personal information may re-disclose information ONLY for a permitted use. Re-disclosure records, including the identity of the recipient and the DPPA permitted purpose for which personal information or highly restricted personal information was released must be retained for five (5) years.

- Federal Driver Privacy Protection Act (DPPA) 18 U.S.C. §2721 through § 2725
- Washington State law RCW 42.56, RCW 46.12, RCW 47, WAC 308-10, and WAC 308-93

Please allow a minimum of 14 business days for processing your application.

There is no guarantee you will be provided the information.

| SECTION 1 | | NEW APPLICANT & RENEWALS | | AGENCY USE ONLY | |
|---|--|---|---|--|--|
| Check the method of access you are requesting <input type="checkbox"/> Internet Vehicle/Vessel Information Processing System (IVIPS) <i>(Individual record inquiries)</i> (360) 359-4001 RI Vehicle/Vessel Owner Information Share (360) 902-3673 <input type="checkbox"/> Electronic Titling (ELI) (306) 902-3708 Service Bureau Name: | | 1. Read carefully and complete all sections of this form. Attach additional sheets if necessary. 2. Submit required documents. 4. Incomplete forms cannot be processed. 5. Return with required documents to: VEHICLE/VESSEL DISCLOSURE SECTION PO BOX 2957 DES MOINES, WA 98507-2957 PHONE: (360) 359-4001 FAX: (360) 570-7895 | | ACCU NT # <input type="checkbox"/> New Account <input type="checkbox"/> Renewal <input type="checkbox"/> Approved <input type="checkbox"/> Deny <input type="checkbox"/> Canceled <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Government <input type="checkbox"/> Mailing <input type="checkbox"/> Residential | |
| PLEASE PRINT CLEARLY | | | | | |
| COMPANY/AGENCY NAME Des Moines TBD | | | PHONE NUMBER (206) 870-6512 | | |
| | | | FAX NUMBER (206) 870-6540 | | |
| CONTACT NAME(S) Paula Henderson | | | | | |
| PHYSICAL BUSINESS ADDRESS (Number and Street, REQUIRED) 21630 11 th Avenue South, Suite C | | | | | |
| CITY: Des Moines | | STATE: WA | | ZIP CODE 98198 | |
| MAILING ADDRESS (if different from above) | | | | | |
| CITY: | | STATE: | | ZIP CODE: | |
| E-MAIL ADDRESS: phenderson@desmoineswa.gov | | | | | |
| WEBSITE ADDRESS: www.desmoineswa.gov | | | | | |
| TAX ID NUMBER (REQUIRED) <ul style="list-style-type: none"> • Tax Identification Number (TIN). • Federal Employer Identification Number (EIN). • Washington State Unified Business Identifier (UBI). | | | Enter your: <input type="text"/> TIN <input type="text"/> EIN <input type="text"/> UBI | | |
| SECTION 2 CHECK ALL BOXES THAT APPLY TO YOU AND/OR YOUR BUSINESS | | | | | |
| <input type="checkbox"/> Attorney <input type="checkbox"/> Auction <input type="checkbox"/> Auto Manufacturer or Agent <input type="checkbox"/> Bail Bonds <input type="checkbox"/> Bank or Financing Firm | | <input type="checkbox"/> Lien Service <input type="checkbox"/> Marina <input type="checkbox"/> Neighborhood Block Watch <input type="checkbox"/> Newspaper or Media <input type="checkbox"/> Non-Profit Organization | | <input type="checkbox"/> Security Services – Private <input type="checkbox"/> Service Bureau for another business, provide business name: | |

- Storage Facility
- Title /Escrow
- Toll Facility
- Towing Company
- Transporter
- Union (Non-Profit)
- Vehicle/Vessel Dealer
- I represent a business that will provide information to another entity. Provide business name(s)

Other (Explain)

SECTION 3 WHY DO YOU NEED VEHICLE/VESSEL INFORMATION?
 Explain in detail. Be specific. Give examples. Attach additional pages if necessary.

Administer TBD/Refunds

SECTION 4 EXPLAIN EXACTLY WHAT YOUR BUSINESS DOES.
 Provide a detailed explanation of your primary business activity.

TBD

SECTION 5 WILL YOU RE-DISCLOSE OR SELL THE INFORMATION TO ANYONE ELSE?
 No Yes If yes you Sell or Provide to others? Explain in detail Possibly

If YES, who will you provide the **information to**? Be specific, list all recipients.
 Public if requested under PRA

If YES, **how do you ensure they have a permitted use under the DPPA**? Be specific.
 Consult appropriate laws and DOL contact

If YES, **how will you supply the information**? Describe.
 In manner requested, if allowed by law.

| | |
|------------------|--|
| SECTION 6 | WILL YOU CONTACT THE VEHICLE/VEHICLE OWNER(S)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes Unsolicited business contact for commercial purposes is STRICTLY PROHIBITED. |
|------------------|--|

If YES, how is contact made? Describe

If required by law, in the manner required by law

If YES, describe or provide an example of why will you contact them.

| | |
|------------------|--|
| SECTION 7 | CHECK ALL BOXES THAT APPLY. FOLLOW THE INSTRUCTIONS |
|------------------|--|

I represent a **Washington State business** - attach legible copies of:

- ◆ Current business license.
- ◆ Any/all professional licenses that you possess.

I represent a **business** entity outside **Washington State**. If your business is not required to be licensed in the State of Washington - attach legible copies of:

- ◆ Your current business license business OR
- ◆ Your Federal Employer Identification Number (EIN)/Federal Tax Identification Number (TIN) or Unified Business Identifier (UBI), submit a letter with a **notarized signature** of the owner or authorized representative, to indicate you are their agent.

I am a **Process Server**- attach legible copies of:

- ◆ Your current business license.
- ◆ Any/all professional licenses that you possess.
- ◆ Registration for County jurisdiction.

I represent **Government Agency** - attach a statement that the information you receive will be used solely for carrying out official agency functions.

Des Moines TBD, for official agency functions

(PRINT AGENCY NAME)

I represent a **Non-Profit Organization, or Corporation** - attach legible copies of :

- ◆ Your Articles of Incorporation, filed with the Secretary of State, OR
- ◆ Your Tax Exempt Status from the Internal Revenue Services (501) (c) (3), OR
- ◆ Other documents reviewed and approved by the Department of Licensing Public Records Officer,
- ◆ Submit a letter with a **notarized signature** of the business owner or authorized representative, indicating you are their agent.

I am an **Attorney** - attach legible copies of:

- ◆ Your current business license.
- ◆ Your current bar card.
- ◆ If you are not working as an Attorney in your own business, but are employed as an Attorney with a firm or other business, submit a letter with a **notarized signature** of the business owner or authorized representative, indicating you are their agent.

I am a **Private Investigator** - attach legible copies of:

- ◆ Your current Private Investigator license.
- ◆ Your current business license.
- ◆ If you are not working in your own business but are employed as a Private Investigator, submit letter with a **notarized signature** of the business owner or authorized representative, indicating you are their agent.

NOTE: Whenever the name or address of an individual vehicle owner is provided to an *Attorney or Private Investigator* under this Agreement, DOL will notify the vehicle owner that the information has been provided. RCW 46.12.380(4).

SECTION 8

ACKNOWLEDGEMENT

- ◆ I have attached all the required documents that apply to my Agreement Application.
- I agree the information provided to me by DOL will not be divulged to any third party that has not been disclosed on this application.
- I agree the information will not be used for any purpose other than what is stated on this application, or approved by DOL, and will not be sold or used by me or disclosed to any other individual or organization for commercial purpose whose use does not comply with the DPPA, state and federal laws.
- ◆ I agree not to use, or facilitate the use of, the information for the purpose of making unsolicited business contact with a person named in the disclosed information. "*Unsolicited business contact*" means a contact that is intended to result in, or promote the sale of any goods or services to a person named in the disclosed information.
- ◆ I understand that to knowingly make a false statement or conceal a material fact required in this application or make false representation to obtain any personal information from an individual's Motor Vehicle record is subject to federal criminal fines under the DPPA, and RCW 46.12.390. The Department of Licensing may revoke access for up to five (5) years for violations or non-compliance.

I declare under penalty of perjury under the laws of the State of Washington that the information provided and to the best of my knowledge the statements on this Agreement Application are true and correct and comply with, the Federal Driver's Privacy Protection Act, 18 USC Sec. 2721 (DPPA) and Washington State laws.

PRINT NAME

DATE

ADDRESS

TITLE

CITY

STATE

SIGNATURE

LOCATION/COUNT

*The Department of Licensing has a policy of providing equal access to its services.
If you need special accommodations, please call (360) 359-4001 or TTY (360) 664-8885*

INTERLOCAL AGREEMENT
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF LICENSING
AND
DES MOINES TRANSPORTATION BENEFIT DISTRICT

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

Des Moines
Transportation Benefit District
2165030 11th Avenue South, Suite A
Des Moines WA 98198

Telephone: (206) 870-6512
FAX: (206) 870-6540
E-Mail: phenderson@desmoineswa.gov

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 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 VIPS by TBD (under 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. *"DOR"* means Department of Revenue.
10. *"GIS"* means the Department of Revenue/Geographical Information System.
11. *"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.
12. *"IVIPS"* means Internet Vehicle Information Processing System.
13. *"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 2009, the next billing cycle will be January 2010.
14. *"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.
15. *"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.

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; however, this Agreement is subject to review by the parties every two years, as the parties' may mutually agree 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.
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 9/1/2009, DOL will only charge customers if their vehicle registration expires on or after 9/1/2009 (renewing for 9/1/2010).~~
- ~~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 \$20.00 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:

**DOL Agreement No.K1251
Agreement No. 1**

- 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 (MO-U)

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 ~~n-t~~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.

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.

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: |
| Paula Henderson Des Moines TBD 21630 11th Ave. So., Suite A Des Moines, WA 98198 Phone: (206) 870-6512 FAX: (206-870-6540 E-Mail: phenderson@desmoineswa.gov | Jennifer Dana Department of Licensing PO Box 2957 Olympia, WA 98507-2076 Phone: (360) 902-3673 FAX: (360) 570-7861 E-Mail: jedana@dol.wa.gov |

ALL WRITINGS CONTAINED HEREIN

This Agreement consists of twelve (12) pages including the following attachments:

- A = Statement of Work
- B = Vehicles Subject to the Vehicle Fee under RCW 82.80.140
- C = Vehicles 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 IVIPS 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.

Des Moines Transportation Benefit District

State of Washington
Department of Licensing

Anthony A. Piasecki, Des Moines TBD Director

Julie Knittle, Assistant Director

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 VehicleVessel 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 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.

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 question regarding the fee.
4. Use the DOR GIS database as the basis for identification for applying the fee based on the jurisdiction a vehicle is registered in accordance with the DOR jurisdiction location code. 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 via renewal notices. If a match cannot be found within the GIS database, then that customer will not be billed any TBD fee charges. 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 renewal notices. (The annual vehicle TBD fee will be inserted and sent on the renewal notice for the next billing cycle of that vehicle).
10. Not be obligated to recover actual or perceived revenue loss of the fee due to DOR GIS 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. Costs associated with data requests are not included in the one percent (1%) retained for administration and collection expenses pursuant to RCW 82.81.140.
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.

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 Not 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 2,000' pounds scale weight) | Exempt. Licensed under RCW 46.16.086 |

WASHINGTON STATE

DEPARTMENT OF

LICENSING

**VEHICLE/VESSEL DISCLOSURE
AGREEMENT APPLICATION**

VEHICLE/VESSEL
DISCLOSURE SECTION
PO BOX 2957
OLYMPIA, WA 98507-2957
PHONE: (360) 359-4001 IVIPS
FAX: (360) 570-7895

The Washington State Department of Licensing (DOL) releases vehicle record information in accordance with the federal Driver Privacy Protection Act (DPPA), and Washington State law. The DPPA permits us to release personal information and highly restricted personal information from Motor Vehicle records ONLY to certain categories of requestors, and then ONLY for certain purposes. The DPPA also restricts the re-disclosure of personal information obtained from Motor Vehicle records. An authorized recipient of personal information may re-disclose information ONLY for a permitted use. Re-disclosure records, including the identity of the recipient and the DPPA permitted purpose for which personal information or highly restricted personal information was released must be retained for five (5) years.

- Federal Driver Privacy Protection Act (DPPA) 18 U.S.C. §2721 through § 2725
- Washington State law RCW 42.56, RCW 46.12, RCW 47, WAC 308-10, and WAC 308-93

Please allow a minimum of 14 business days for processing your application.

There is no guarantee you will be provided the information.

| SECTION 1 | NEW APPLICANT & RENEWALS | | AGENCY USE ONLY |
|--|---|--|--|
| Check the method of access you are requesting <input type="checkbox"/> Internet Vehicle/Vessel Information Processing System (IVIPS) <i>(Individual record inquiries)</i> (360) 359-4001 RI Vehicle/Vessel Owner Information Share (360) 902-3673 <input type="checkbox"/> Electronic Titling (ELT) (306) 902-3708 Service Bureau Name: | 1. Read carefully and complete all sections of this form. Attach additional sheets if necessary. 2. Submit required documents. 4. Incomplete forms cannot be processed. 5. Return with required documents to: VEHICLE/VESSEL DISCLOSURE SECTION PO BOX 2957 DES MOINES, WA 98507-2957 PHONE: (360) 359-4001 FAX: (360) 570-7895 | | ACCOUNT # <input type="checkbox"/> New Account <input type="checkbox"/> Renewal <input type="checkbox"/> Approved <input type="checkbox"/> Deny <input type="checkbox"/> Canceled <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Government <input type="checkbox"/> Mailing <input type="checkbox"/> Residential |
| PLEASE PRINT CLEARLY | | | |
| COMPANY/AGENCY NAME Des Moines TBD | | PHONE NUMBER (206) 870-6512 | |
| | | FAX NUMBER (206) 870-6540 | |
| CONTACT NAME(S) Paula Henderson | | | |
| PHYSICAL BUSINESS ADDRESS (Number and Street, REQUIRED) 21630 11 th Avenue South, Suite C | | | |
| CITY: Des Moines | STATE: WA | ZIP CODE 98198 | |
| MAILING ADDRESS (if different from above) | | | |
| CITY: | STATE: | ZIP CODE: | |
| E-MAIL ADDRESS: phenderson@desmoineswa.gov | | | |
| WEBSITE ADDRESS: www.desmoineswa.gov | | | |
| TAX ID NUMBER (REQUIRED) <ul style="list-style-type: none"> • Tax Identification Number (TIN). • Federal Employer Identification Number (EIN). • Washington State Unified Business Identifier (UBI). | | Enter your: TIN EIN UBI | |
| SECTION 2 CHECK ALL BOXES THAT APPLY TO YOU AND/OR YOUR BUSINESS | | | |
| <input type="checkbox"/> Attorney <input type="checkbox"/> Auction <input type="checkbox"/> Auto Manufacturer or Agent <input type="checkbox"/> Bail Bonds <input type="checkbox"/> Bank or Financing Firm | <input type="checkbox"/> Lien Service <input type="checkbox"/> Marina <input type="checkbox"/> Neighborhood Block Watch <input type="checkbox"/> Newspaper or Media <input type="checkbox"/> Non-Profit Organization | <input type="checkbox"/> Security Services – Private <input type="checkbox"/> Service Bureau for another business, provide business name: | |

| | | |
|--|--|--|
| | | <input type="checkbox"/> Storage Facility <input type="checkbox"/> Title /Escrow <input type="checkbox"/> Toll Facility <input type="checkbox"/> Towing Company <input type="checkbox"/> Transporter <input type="checkbox"/> Union (Non-Profit) <input type="checkbox"/> Vehicle/Vessel Dealer <input type="checkbox"/> I represent a business that will provide information to another entity. Provide business name(s) |
| | | <input type="checkbox"/> Other (Explain) |

| | |
|------------------|--|
| SECTION 3 | WHY DO YOU NEED VEHICLE/VESSEL INFORMATION? Explain in detail. Be specific. Give examples. Attach additional pages if necessary. |
|------------------|--|

Administer TBD/Refunds

| | |
|------------------|--|
| SECTION 4 | EXPLAIN EXACTLY WHAT YOUR BUSINESS DOES. Provide a detailed explanation of your primary business activity. |
|------------------|--|

TBD

| | |
|------------------|---|
| SECTION 5 | WILL YOU RE-DISCLOSE OR SELL THE INFORMATION TO ANYONE ELSE? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes you <input type="checkbox"/> Sell or <input type="checkbox"/> Provide to others? Explain in detail Possibly |
|------------------|---|

If YES, who will you provide the information to? Be specific, list all recipients.

Public if requested under PRA

If YES, how do you ensure they have a permitted use under the DPPA? Be specific.
 Consult appropriate laws and DOL contact

If YES, how will you supply the information? Describe.
 In manner requested, if allowed by law.

| | |
|------------------|---|
| SECTION 6 | WILL YOU CONTACT THE VEHICLE/VESSEL OWNER(S)? <input type="checkbox"/> No <input type="checkbox"/> Yes If Yes Unsolicited business contact for commercial purposes is STRICTLY PROHIBITED. |
|------------------|---|

If YES, how is contact made? Describe

If required by law, in the manner required by law

If YES, describe or provide an example of why will you contact them.

| | |
|------------------|--|
| SECTION 7 | CHECK ALL BOXES THAT APPLY. FOLLOW THE INSTRUCTIONS |
|------------------|--|

I represent a Washington State business - attach legible copies of:

- ◆ Current business license.
- ◆ Any/all professional licenses that you possess.

I represent a business entity outside Washington State. If your business is not required to be licensed in the State of Washington - attach legible copies of:

- ◆ Your current business license business OR
- ◆ Your Federal Employer Identification Number (EIN)/Federal Tax Identification Number (TIN) or Unified Business Identifier (UBI), submit a letter with a **notarized signature** of the owner or authorized representative, to indicate you are their agent.

I am a Process Server- attach legible copies of:

- ◆ Your current business license.
- ◆ Any/all professional licenses that you possess.
- ◆ Registration for County jurisdiction.

I represent Government Agency - attach a statement that the information you receive will be used solely for carrying out official agency functions.

Des Moines TBD, for official agency functions

(PRINT AGENCY NAME)

I represent a Non-Profit Organization, or Corporation - attach legible copies of :

- ◆ Your Articles of Incorporation, filed with the Secretary of State, OR
- ◆ Your Tax Exempt Status from the Internal Revenue Services (501) (c) (3), OR
- ◆ Other documents reviewed and approved by the Department of Licensing Public Records Officer,
- ◆ Submit a letter with a **notarized signature** of the business owner or authorized representative, indicating you are their agent.

I am an Attorney - attach legible copies of:

- ◆ Your current business license.
- ◆ Your current bar card.
- ◆ If you are not working as an Attorney in your own business, but are employed as an Attorney with a firm or other business, submit a letter with a **notarized signature** of the business owner or authorized representative, indicating you are their agent.

I am a Private Investigator - attach legible copies of:

- ◆ Your current Private Investigator license.
- ◆ Your current business license.
- ◆ If you are not working in your own business but are employed as a Private Investigator, submit letter with a **notarized signature** of the business owner or authorized representative, indicating you are their agent.

NOTE: Whenever the name or address of an individual vehicle owner is provided to an *Attorney or Private Investigator* under this Agreement, DOL will notify the vehicle owner that the information has been provided. RCW 46.12.380(4).

| | | |
|---|-------------------------|--|
| SECTION 8 | ACKNOWLEDGEMENT | |
| <ul style="list-style-type: none"> ◆ I have attached all the required documents that apply to my Agreement Application. ● I agree the information provided to me by DOL will not be divulged to any third party that has not been disclosed on this application. ● I agree the information will not be used for any purpose other than what is stated on this application, or approved by DOL, and will not be sold or used by me or disclosed to any other individual or organization for commercial purpose whose use does not comply with the DPPA, state and federal laws. ◆ I agree not to use, or facilitate the use of, the information for the purpose of making unsolicited business contact with a person named in the disclosed information. <i>"Unsolicited business contact" means a contact that is intended to result in, or promote the sale of any goods or services to a person named in the disclosed information.</i> ◆ I understand that to knowingly make a false statement or conceal a material fact required in this application or make false representation to obtain any personal information from an individual's Motor Vehicle record is subject to federal criminal fines under the DPPA, and RCW 46.12.390. The Department of Licensing may revoke access for up to five (5) years for violations or non-compliance. | | |
| <p><i>I declare under penalty of perjury under the laws of the State of Washington that the information provided and to the best of my knowledge the statements on this Agreement Application are true and correct and comply with, the Federal Driver's Privacy Protection Act, 18 USC Sec. 2721 (DPPA) and Washington State laws.</i></p> | | |
| PRINT NAME _____ _____ SIGNATURE _____ | DATE _____ _____ | ADDRESS _____ _____ LOCATION/COUNT _____ |
| TITLE _____ _____ | | CITY _____ STATE _____ _____ |

*The Department of Licensing has a policy of providing equal access to its services.
If you need special accommodations, please call (360) 359-4001 or TTY (360) 664-8885*