

CLARKSTON TRANSPORTATION BENEFIT DISTRICT
AGENDA
829 5th Street
MONDAY, November 10, 2014

1. **CALL TO ORDER:** **7:30 P.M.** (or at conclusion of City Council meeting)
2. **ROLL:**
3. **AGENDA CHANGES:**
4. **APPROVAL OF MINUTES**
October 13, 2014
5. **UNFINISHED BUSINESS**
6. **NEW BUSINESS:**
 - A. **Agreement with Department of Licensing to Collect Fees**
 - B. **Discussion of Transportation Plan**
7. **ADJOURN**

CLARKSTON TRANSPORTATION BENEFIT DISTRICT
October 13, 2014

BOARD:

- | | |
|--|--|
| <input type="checkbox"/> Beadles, excused | <input checked="" type="checkbox"/> Nash |
| <input checked="" type="checkbox"/> Provost | <input checked="" type="checkbox"/> Baumberger |
| <input checked="" type="checkbox"/> Kolstad | <input checked="" type="checkbox"/> Blackmon |
| <input checked="" type="checkbox"/> Manchester | |

STAFF:

- Chief Hastings Chief Cooper Clerk Storey City Attorney Grow PWD Martin

CALL TO ORDER: The meeting was called to order at 7:40 p.m. by Chair Blackmon.

AGENDA CHANGES:

MINUTES:

MOTION BY NASH/KOLSTAD to approve minutes of September 8, 2014 meeting. Motion carried.

UNFINISHED BUSINESS:

NEW BUSINESS:

A. Resolution No. TBD-2014-03, Authorizing transactions at Twin River National Bank

Resolution No. TBD 2014-03 was read by title. Clerk Storey explained that this authorizes the TBD to open an account at Twin River National Bank authorizes the Board Chair and Clerk to sign and the authorize additional staff to also sign. MOTION BY BAUMBERGER/NASH to approve Resolution No. TBD-2014-03. Motion carried.

B. Loan Agreement between City and TBD

MOTION BY BAUMBERGER/MANCHESTER to approve the loan agreement between the City and the TBD. Motion carried.

ADJOURNMENT:

Meeting adjourned at 7:45p.m.

Vickie Storey, Board Clerk

Kelly Blackmon, Board Chair

	TRANSPORTATION BENEFIT DISTRICT (TBD)		DISCLOSURE AGREEMENT		DOL Contract No. K5223
					TBD Contract No
Upon execution, this Contract is entered into by and between Washington State, Department of Licensing (hereinafter called "DOL" or "Department"), and the Clarkston Transportation Benefit District (hereinafter called "TBD" or "Contractor") listed below.					
Contract Start Date Date of execution		Contract End Date Extend through the life of the TBD		Contractor Amount 1% of each \$20.00 fee collected	
Purpose (brief description) The purpose of this contract is to provide the terms and conditions under which DOL shall administer and collect fees on behalf of cities who have established a Clarkston Transportation Benefit District (TBD) in order to provide the funding for transportation improvements within the TBD's area.					
CONTRACTOR CONTACT INFORMATION					
Contractor Name Clarkston Transportation Benefit District			Contractor DBA or FKA [REDACTED]		
Contractor Address 829 5 th St Clarkston WA 99403-2663			Uniform business identifier (UBI) [REDACTED]		Employment Identification Number(EIN) [REDACTED]
TBD Contract Manager Vickie Storey		TBD Phone 509-769-6018	Contractor Fax 509-769-6018		Contractor E-Mail Address clarkstoncity@cableone.net
Contractor Additional Contact #2 [REDACTED]		Contact #2 Phone	Contact #2 Fax	Contact #2 E-Mail Address	
DEPARTMENT OF LICENSING (DOL) CONTACT INFORMATION					
DOL Division Programs and Services			DOL Administration Vehicle and Taxing Contracts		
Contract Manager Jennifer Dana, Program Manager			DOL Contact Address PO BOX 2076 Olympia WA, 98507-2076		
Contract Manager telephone 360-902-3673			Contract Manager fax 360-570-7861		Contract Manager E-Mail jedana@dol.wa.gov
AUTHORITY					
In accordance with, RCW 36.73.065, RCW 39.34, RCW 46.17, 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 as currently written or hereafter amended.					
ATTACHMENTS					
This following are attached and incorporated herein and/or by reference (Check all applicable) <input checked="" type="checkbox"/> A = General Terms and Conditions <input checked="" type="checkbox"/> B = Statement of Work <input checked="" type="checkbox"/> C = Vehicles Subject To Fees <input checked="" type="checkbox"/> D = Vehicles Not Subject To Fees					
The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and cancel all previous agreements, writings, and communications, oral or otherwise regarding the subject matter of this Contract, between the parties. IN WITNESS WHEREOF , the parties have executed this Contract and affirm they have read and understand all terms and conditions of this Contract and have the authority to bind their respective parties to the terms and conditions of this Contract.					
Contractor Signature		Date Signed		DOL Signature Signed	
Print Name and Title		Print Name and Title Melissa Cox Manager DOL Contract Office			

**ATTACHMENT A
GENERAL TERMS AND CONDITIONS**

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. DEFINITIONS

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

- a. **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's; Contract administration; and management analysis as well as other incidental administrative overhead, and includes the costs associated with optional access to the Internet Vehicle Information Processing System (IVIPS). Does not include record inquiries by TBD (under IVIPS Contract).
- b. **Authorized user** means TBD officers, and employees, or any other authorized agent or official of the TBD.
- c. **Billing cycle** means the annual vehicle registration renewal.
- d. **Direct Cost** shall include, but is not limited to, all operating, equipment and personnel costs used to furnish the information, reruns and/or additional data runs, costs materials and data integrity costs directly related to the monthly production and maintenance of these data files.
- e. **District** means all the territory within the boundaries of the TBD's jurisdiction establishing the district.
- f. **DOL File** means the data file received from DOR used by DOL as the primary GIS data source to assess TBD fees.
- g. **DOR** means Department of Revenue.
- h. **GIS** means the Department of Revenue/Geographical Information System data.
- i. **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.
- j. **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.
- k. **Next billing cycle** means the billing cycle that occurs during the 12th month following the current billing cycle. For example, if a renewal is sent for a due date in the month of January 2014, the next billing cycle will be January 2015.
- l. **Subcontractor** means a person or entity not in the employment of the TBD named in this Contract, but who is performing all or part of those services outlined in this Contract under a separate Contract with the TBD. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. STATEMENT OF WORK

The parties to this Contract 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 Attachment B *Statement of Work*, Attachment C *Vehicles Subject to RCW 82.80.140* and Attachment D *Vehicles Not Subject to RCW 82.80.140* that are attached and incorporated by reference.

3. PERIOD OF PERFORMANCE

Subject to its other provisions, this Contract is subject to review as necessary to review applicable law changes that affect this Contract and the provision herein, or as is otherwise required herein.

4. FEE COLLECTION

Fee collection may not be sooner than six (6) months from the signed and dated Ordinance or Resolution creating the TBD fee.

4.1. PAYMENT/ REIMBURSEMENT

- a. DOL shall deduct a percentage amount, as provided in RCW 82.80.140, of one percent (1%) of the twenty dollar (\$20.00) fee collected for administration and collection expenses incurred.
- b. DOL shall automatically deduct one percent 1% at the time of each transaction.
- c. 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 depending upon their disbursement schedule.
- d. The one percent (1%) fee is a maximum permitted by statute and is based upon the costs associated with the administration and collection expenses for the TBD.

5. RECORDS AND DOCUMENTS

The parties to this Contract 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 (3rd) parties, except as required by law.

6. ASSURANCES

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

7. 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.

8. INDEMNITY

Except as specifically provided in this section, the parties have not agreed to indemnify or hold harmless each other.

- a. 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.
- b. 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.
- c. 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.
- d. 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.

9. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Contract 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.

10. CONTRACT ALTERATIONS AND AMENDMENTS

This Contract 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.

11. 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 Contract, shall be documented by a written, numbered and dated MOU.

12. TERMINATION BY LEGISLATIVE ACTION

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

13. 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 fees, the parties have established these provisions regarding their respective rights and remedies.

13.1 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 Contract, it shall provide written notice of breach to the party via postage paid in the U.S. mail using addresses as provided on page one (1) of this Contract. 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 Section 7 *Public Records Request*. Additional procedures are provided for alleged breach of confidentiality.

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

14. GOVERNANCE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Contract shall be in the Superior Court for Thurston County.

15. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, unless otherwise provided in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and Washington State Laws, Statutes and Regulations;
2. *Attachment A, General Terms & Conditions* as contained in this basic Contract;
3. Attachment B, *Statement of Work*, Attachments C, *Vehicles Subject to Fees File Layout* and Attachments D, *Vehicles not Subject to Fees File Layout*;
4. Any other provisions of this Contract and documents incorporated by reference or otherwise.

16. ASSIGNMENT

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

17. WAIVER

Unless the Contract is amended in writing by an authorized representative of DOL and the TBD, waiver of a default under this Contract, or failure by DOL or the TBD to exercise its rights shall not be considered a modification or amendment to the Contract; or constitute a waiver of any subsequent default.

18. 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 Contract, 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.

19. SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract 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 Contract, and to this end the provisions of this Contract are declared to be severable.

20. INTERLOCAL CONTRACT

This is an Interlocal Contract 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.

- a. This Contract shall be perpetual unless terminated as herein provided.
- b. No separate legal or administrative entity is created by this Contract.
- c. 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.
- d. 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.
- e. This Contract 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.

21. CONTRACT MANAGEMENT

The Contract Manager for each of the parties as named on page one (1) of this Contract shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

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**ATTACHMENT B
STATEMENT OF WORK**

22. FOR ADMINISTRATION AND COLLECTION OF THE VEHICLE FEE

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.

23. RESPONSIBILITIES OF THE TBD

The TBD shall:

- a. Be the primary point of contact to respond to inquiries or disputes from citizens who have questions about the fee.
- b. Handle all contacts and/or disputes regarding boundaries and/or questions regarding the TBD or its collection of fees.
- c. Agree that any omitted or incorrect addresses that result in the fee not being charged for the current billing cycle will not be collected by DOL during the current cycle. DOL will charge the fee during the next billing cycle if 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.
- d. Process and issue any refunds or shortages that may be due. It is anticipated that TBD refunds will be largely due to boundary disputes.
- e. Verify boundary information of the TBD against the information provided in the 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.

24. RESPONSIBILITIES OF DOL

DOL shall:

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

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**ATTACHMENT C
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 and for each vehicle subject to gross weight fees with an unladen (scale) weight of 6,000 pounds or less as described in table below.

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	46.17.350
CMB (powered)	Combination	46.17.355, if scale weight is 6000 pounds or less
COM (powered)	Commercial vehicle	46.17.350, if scale weight is 6000 pounds or less
CYC	Motorcycle	46.17.350
FIX	Fixed Load vehicle	46.17.355, if scale weight is 6000 pounds or less
F/H, 6 seats or less	For Hire	46.17.350
F/H, 7 seats or more	For Hire	46.17.355, if scale weight is 6000 pounds or less
H/D	House Moving Dolly	46.17.350
LOG(powerd)	Used Exclusively for hauling logs	46.17.355, if scale weight is 6000 pounds or less
MH	Motor home	46.17.350
MOB	Mobile Home	46.17.350 (if actually licensed)
PAS	Passenger vehicle	46.17.350
STA, 6 seats or less	Stage	46.17.350
STA, 7 seats or more	Stage	46.17.355, if scale weight is 6000 pounds or less
TLR	Private –use trailer (if over 2000 pounds scale weight)	46.17.350
TOW	Tow truck	46.17.350
TRK	Truck	46.17.355, if scale weight is 6000 pounds or less
TVL	Travel trailer	46.17.350
NEP	Neighborhood electric passenger vehicle	46.17.350
NET	Neighborhood electric truck	46.17.355, if scale weight is 6000 pounds or less
MEP	Medium-speed electric passenger vehicle	46.17.350
MET	Medium-speed electric truck	46.17.355, if scale weight is 6000 pounds or less

ATTACHMENT D
VEHICLES NOT SUBJECT TO THE VEHICLE FEE UNDER RCW 82.80.140

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

- a. Campers, as defined in RCW 46.04.085;
- b. Farm tractors or farm vehicles as defined in RCW 46.04.180 and 46.04.181;
- c. Mopeds, as defined in RCW 46.04.304;
- d. Off-road and non highway vehicles as defined in RCW 46.04.365;
- e. Private use single-axle trailer, as defined in RCW 46.04.422;
- f. Snowmobiles as defined in RCW 46.04.546; and
- g. Vehicles registered under chapter 46.87 RCW and the international registration plan.

The following vehicles are not subject to the vehicle fee:

Use Class	Description	What makes it Subject...
ATV	Motorized Non highway vehicle	Not subject to 82.80.140
C/G	Converter Gear	Not subject to license fees
CMB non powered	Trailers	Not subject to license fees
CMP	Campers	Exempt under 82.80.140
COM non powered	Commercial	Exempt under 82.80.140
EX	State, County, City, Indian	Not subject to license fees
FAR	Farm	Exempt under 82.80.140
FCB	Farm Combination	Exempt under 82.80.140
FED	Federally Owned	Not subject to license fees
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	Exempt under 82.80.140
ORV	Off Road Vehicles	Exempt under 82.80.140
PED	Moped	Exempt under 82.80.140
RES	Restored and Collector Vehicles	Not subject to license fees
SCH	Private School	Not subject to license fees
SNO	Snowmobiles	Exempt under 82.80.140
SNX	State, County, City owned snowmobiles	Exempt under 82.80.140
TLR	Personal use trailers, single axle (less than 2,000 pounds scale weight)	Exempt under 82.80.140

Oct. 17, 2014

City of Clarkston TBD Transportation Improvements Funded (Draft)

The funds generated by the transportation benefit district may be used for transportation improvements that preserve, maintain and operate the existing transportation infrastructure of the City consistent with the requirements of Chapter 36.73 RCW, as it now exists or is hereafter amended. In addition to the foregoing, the funds generated may be used for any purpose allowed by law including to operate the district and to make transportation improvements that are consistent with existing State, regional, and local transportation plans, the adopted Six Year Transportation Plan, and necessitated by existing or reasonably foreseeable congestion levels pursuant to Chapter 36.73 RCW. The transportation improvements funded by the district shall be made in an effort to reduce the risk of transportation facility failure and improve safety, decrease travel time, increase daily and peak period trip capacity, improve safety, continue the cost-effectiveness of the City's infrastructure investments, and continue the optimal performance of the transportation system.

These improvements could include but not be limited to installation and maintenance of paving, overlays, sealcoating, curb gutter and sidewalk, safety enhancements, pavement marking, capacity improvements, ADA implementation and improvements, Bridge construction & maintenance, and project funding match amounts as required.