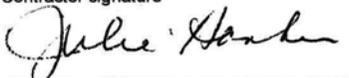


 <p>WASHINGTON STATE DEPARTMENT OF LICENSING</p>	<p>AGREEMENT AMENDMENT BETWEEN THE DEPARTMENT OF LICENSING AND OLYMPIA TRANSPORTATION BENEFIT DISTRICT (TBD)</p>	<p>DOL Contract No. K1251 Amendment No. 1</p>
<p>Amendment</p>		
<p>Amendment Purpose The purpose of this amendment is to: <ol style="list-style-type: none"> 1. Update the DOL Contract Manager; 2. Amend Section titled DEFINITIONS; 3. Replace the ASSIGNMENT clause; 4. Revise the PAYMENT/REIMBURSEMENT clause to increase the TBD DOL collects to \$40; and 5. Replace Attachment A, STATEMENT OF WORK. </p>		
<p>Contractor</p>		
<p>Contract manager Jane Kirkemo</p>	<p>(Area code) Telephone 360-753-8499</p>	<p>E-Mail jkirkemo@ci.olympia.wa.us</p>
<p>Department of Licensing (DOL)</p>		
<p>Contract manager Debbie Dunn, Data Sharing Manager</p>	<p>(Area code) Telephone (360) 902-0136</p>	<p>E-Mail ddunn@dol.wa.gov</p>
<p>Attachments(when applicable)</p>		
<p>This Agreement consists of the following attachment(s) and all document(s) incorporated herein or by reference: Attachment A, STATEMENT OF WORK</p>		
<p>The execution of this Amendment shall constitute a ratification of any earlier agreement between the parties, hereto, the terms and conditions of which are contained herein. The intent of the parties is that the effective date of this Agreement shall be on the date of last signature. All other terms and conditions of the original Agreement and any subsequent amendments thereto remain in full force and effect. The parties hereby acknowledge and accept the terms and conditions of this amendment which is executed by the persons signing below who warrant that they have the authority to execute it on behalf of DOL and the Contractor.</p>		
<p>Contractor signature  Date 5/17/2016</p>	<p>DOL signature  Date 5/31/2016</p>	
<p>PRINT contractor name Julie Hankins</p>	<p>Name Tamara L. Dohrman</p>	
<p>Print Title TBD Board President</p>	<p>Print Title Assistant Director Administrative Services Division</p>	
<p>E-Mail jhankins@ci.olympia.wa.us</p>	<p>E-Mail tdohrman@dol.wa.gov</p>	
<p>Phone 360.753.8447</p>	<p>Phone 360-902-4044</p>	

This Agreement is hereby amended as follows:

- **CONTRACT MANAGEMENT**

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

- **DEFINITIONS**

The section titled DEFINITIONS, is here by amended as follows:

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

1. "*Administrative and Collection Expenses*" means the ~~direct~~ Direct and ~~indirect~~ Indirect Cost associated with the collection of the TBD fees, including but not limited to information technology services to implement and support the collection of TBD fees; accounting for and payment of fees to the TBD; Contract administration; and management analysis as well as other incidental administrative overhead, and includes the costs associated with optional access to the Internet Vehicle Information Processing System (IVIPS). It does not include record inquiries by TBD (under an IVIPS contract).
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 File Transfer process, and is provided under a separate agreement, not to include use of the optional Internet Vehicle Information Processing System (IVIPS).
7. "*Direct Cost*" shall include, but is not limited to, all operating, equipment and personnel costs used to furnish the information, reruns and/or additional data runs, costs materials and data integrity costs directly related to the monthly production and maintenance of these data files.
8. "*District*" means all the territory within the boundaries of the Transportation Benefit District's jurisdiction establishing the district.
9. "*DOL File*" means the data file received from a third party used by DOL as the primary GIS data source to assess TBD fees.
10. ~~DOR means Department of Revenue.~~
11. "*GIS*" means the ~~Department of Revenue~~/Geographical Information System data provided to DOL by a third party.
12. "*Indirect Cost*" shall include, but is not limited to, auditing, answering complaints, correspondence, administrative overhead, building rents, related utilities, and other expenses identified as indirect costs by the Director of DOL.
13. "*IVIPS*" means Internet Vehicle Information Processing System.
14. "*Location Code*" means the four digit number that corresponds to a TBD jurisdiction that is used by DOL when assessing the TBD fee. The four digit number is derived from the Department of Revenue's sales and use tax Location Code information.
15. "*Next billing cycle*" means the billing cycle that occurs during the 12th month following the current billing cycle. For example, if a renewal is sent for a due date in the month of January 2009, the next billing cycle will be January 2010.
16. "*Personal Information*" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, e-mail addresses, credit card information, law enforcement records or other identifying numbers or Protected Health Information, any financial identifiers, and other information that may be exempt from disclosure to the public or other unauthorized persons under either RCW 42.56 or other state and federal statutes.
17. "*RCW*" means Revised Code of Washington.
18. "*Subcontractor*" means a person or entity not in the employment 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 agreement with the TBD. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

- **ASSIGNMENT**

The section titled ASSIGNMENT, is hereby replaced in its entirety with the following:

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

- **PAYMENT/REIMBURSEMENT**

In accordance with the Olympia Transportation Benefit District Board's Resolution No. TBD-14, the section titled PAYMENT/REIMBURSEMENT is hereby amended to increase the fee collected by DOL to \$40.00 beginning with renewals due as of January 1, 2017.

- **ATTACHMENT A, STATEMENT OF WORK**

Attachment A, STATEMENT OF WORK, is by replaced in its entirety with the following:

ATTACHMENT A
STATEMENT OF WORK

1. FOR ADMINISTRATION AND COLLECTION OF THE VEHICLE FEE

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

2. RESPONSIBILITIES OF THE TBD

The TBD shall:

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

3. 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 C, *Vehicles Not Subject to Fee Under RCW 82.80.140*.
- 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 \$20 per vehicle for registrations due through December of 2016 and \$40.00 per vehicle, at the time of registration renewals due beginning in January 2017, pursuant to RCW 82.80.140.
- d. Not be responsible for the issuance of any refunds or shortages of the fee collected on behalf of TBD for boundary disputes when a customer claims they do not live in a TBD's area.
- e. Not be responsible or liable for any incorrect or omitted notices sent because TBD provided information to DOL in error.

- f. Not make corrections or issue replacement paper or electronic renewal notices. Not be obligated to recover actual or perceived revenue loss of the fee due to errors from data provided to DOL for boundary discrepancies.
- g. Not be responsible for inquiries and/or disputes of customers regarding the fees imposed by the TBD, except to direct the customer to the contact information provided to DOL by the TBD.
- h. Provide customers with information on the DOL webpage, which includes contact information for TBD.
- i. Provide vehicle licensing office and DOL staff with information to explain the TBD fee, which includes a list of TBD contact information.
- j. Not be responsible for the timeliness of the State Treasurer's monthly distribution of funds.

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