



CONTRACT FACE SHEET

Document Type: [] Claim [X] Interlocal Agmt [] Collective Bargaining Agmt [] Latecomer Agreement [] Connection Charge Agmt [] MOU [] Contract [] ROW Use Agmt [] Franchise Agreement [] Settlement Agmt [] Grant Agmt

Relationship to Original: [] Amendment [] MOU [] Cancellation [X] New [] Change Order [] Release [] Correspondence [] Renewal [] Initial [] Retainage [] Lien [] Working

*Vendor Name: WA St Department of Licensing

*JDE PO Number: /

*Original's Effective Date: 06.16.2008

*Amendment's Effective Date: /

*Termination Date: 06.15.2010

*Clerk's Receiving Number: 44238 (City Clerk's Office will enter)

Original's Receiving Number: /

Bid/RFP/RFQ/ITQ Number: /

Ordinance Number: /

Resolution Number: 7741 05.19.2008

CIP Number: /

Project Description: Business License Application processing services

KC Recording Number: /

Vendor or Parcel Number: 34640

File Location: 09.311

• Denotes Mandatory Fields. If referring to Retainage, please indicate the Termination Date same as the Contract Termination Date.

DEPT: FN

Face Sheet Date 04.30.2009 CJ J JDE N/A Scan/Index Date 4.30.09 MT J ECM

INTERAGENCY DATA SHARING AGREEMENT
BETWEEN
THE STATE OF WASHINGTON
AND
THE CITY OF BELLEVUE, WASHINGTON

This Agreement is made and entered into by and between the State of Washington Department of Licensing, hereinafter referred to as "DOL," or as "the State," and the

City of Bellevue
Post Office Box 90012
450 110th Avenue Northeast
Bellevue, Washington 98004

CR# 44238 DATE 04.30.09 LOG 09-311
Res 7741

RECEIVED
JUN 20 2008
TAX OFFICE

hereinafter referred to as "the City."

I. PURPOSE

It is the purpose of this Agreement to (1) authorize DOL's Master License Service, hereinafter referred to as "MLS," to act as the City's agent for business licensing activities; (2) ensure that the City will retain full, lawful, regulatory and approval authority over all business licensing activities within its jurisdiction.

THEREFORE, IT IS MUTUALLY AGREED THAT:

II. DEFINITIONS

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

"Confidential Information" shall mean information that may be exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW (the Washington State Public Records statute), RCW 82.32.330 (DOR's excise tax confidentiality statute), RCW 84.08.210, RCW 84.40.020, RCW 84.40.340 (DOR's property tax confidentiality statutes), , or other state or federal statutes. Confidential Information includes, but is not limited to, Personal Information, agency source code or object code, and agency security data.

"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, any financial identifiers, and other information that may be exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW, RCW 82.32.330, RCW 84.08.210, RCW 84.40.020, RCW 84.40.340, RCW 70.158.050(2) or other state and federal statutes.

"RCW" means the Revised Code of Washington; the statutes of the State of Washington. They may be reviewed at <http://apps.leg.wa.gov/rcw/>.

III. 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** attached hereto and incorporated herein.

IV. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement will begin on **the date of final signature hereto**, and end **two years thereafter**, unless terminated sooner as provided herein. By written agreement of the Parties, the period of performance of this Agreement may be extended for up to three additional two-year terms

V. COMPENSATION

Services identified in this Agreement are provided by DOL at no charge to the City unless otherwise noted.

Communications and travel-related costs for project coordination, or for respective staff needing to visit either the City or DOL locations, will be absorbed by the respective parties for their own staff.

The City will reimburse DOL the cost of developing and producing any special or ad hoc informational reports requested by the City that are in addition to the standard MLS informational reports identified in **Attachment B**, *DOL Statement of Work*, in its section entitled "Reports."

If the City and DOL agree to offer Internet filing processes for the City's licensees, the City agrees to reimburse DOL the fees charged by financial institutions and/or credit card processors to handle the city's license fees collected by credit card and/or other electronic means. DOL will absorb the cost of collecting its own handling fees via electronic means.

The City will reimburse DOL expenses for changes as specified in section "Changes, Modifications, and Amendments" of this Agreement.

The City will remit payment to DOL for costs billed to DOL by the Department of Information Services for the City's access to the DOL computer system as provided in the **Attachment A, DOL Statement of Work**.

VI. BILLING PROCEDURES

DOL will submit any invoices to the attention of: Lucy Liu, City of Bellevue; at PO Box 90012; Bellevue, WA 98009-9012. Payment to DOL for approved and completed work will be made by warrant or account transfer by the City within 30 days of receipt of the invoice. Upon expiration of this Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

VII. RECORDS MAINTENANCE

The parties to this Agreement shall each retain for six years after expiration of this Agreement all books, records, documents, and other material relevant to this Agreement, Personnel of the parties, the Office of the State Auditor, federal officials so authorized by law, and any persons duly authorized by the parties shall have full access and the right to examine, review or audit any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to another party, will remain the property of the furnishing party, unless otherwise agreed in writing. The receiving party and its employees and agents will not disclose or make available this material to any third parties without specific written authorization from the furnishing party, signed by personnel authorized to bind the furnishing party. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties, as provided by this Agreement's section VIII entitled "Confidentiality and Safeguarding of Confidential Information."

VIII. CONFIDENTIALITY AND SAFEGUARDING OF CONFIDENTIAL INFORMATION

The use or disclosure by any party of any information acquired under this Agreement or information concerning another party for any purpose not directly connected with the administration of responsibilities with respect to this Agreement's *Statement of Work, Attachment A*, is prohibited except by prior written consent of the other party or unless disclosure is otherwise required by law. Written consent must be signed by personnel authorized to bind the consenting party, and must be attached to the original Agreement.

The City shall not use or disclose Confidential Information in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. The City agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of Confidential Information.

The City shall protect Confidential Information collected, used, or acquired under or in connection with this Agreement against unauthorized use, disclosure, modification or loss. The City shall ensure its employees and agents use the Confidential Information solely for the purposes of accomplishing this Agreement's *Statement of Work, Attachment A*.

The City agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of Confidential Information.

The City shall make information available to be amended, as directed by DOL, and shall incorporate any amendments into all the copies maintained by the City or its agents.

DOL reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used or acquired by the City through this Agreement. The monitoring, auditing, or investigating may include, but is not limited to, Salting. "Salting" is the act of introducing data containing unique but false information that can be used later to identify inappropriate disclosure of data.

The City shall notify DOL in writing within five (5) working days of becoming aware of any unauthorized access, use or disclosure of Confidential Information. Each party agrees to defend, protect and hold harmless the other parties for any damages related to unauthorized use or disclosure by its employees or agents.

Any breach of this clause may result in termination of the Agreement, suspension of on-line access accounts and the demand for return of all Confidential Information.

IX. DATA DISPOSITION

The City shall certify the return or destruction of all data as described herein upon expiration without extension or termination of this Agreement, or upon reasonable demand of DOL, and the City shall retain no copies of the data. (See *Certification of Data Disposition, Attachment B.*) If the parties mutually determine that return or destruction is not feasible, the City shall not use the Confidential Information in any manner other than those permitted or authorized by state and federal laws, and shall continue to use physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of Confidential Information.

X. 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(ies).

XI. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement 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.

If, after the execution of this Agreement, the City requests changes to MLS processes, the City may be asked to reimburse DOL the cost of implementing the changes. DOL will notify the City of anticipated costs before starting to make the requested changes. If such changes are initiated by DOL, implementation costs will be absorbed by DOL unless otherwise mutually agreed upon by both parties.

XII. TERMINATION

Any party may terminate this Agreement upon 60 (sixty) days' prior written notification to the other parties. If this Agreement is so terminated, the parties shall be liable only for performance rendered in accordance with the terms of this Agreement prior to the effective date of termination. However, if the termination is for cause under the terms of this Agreement's section XIII, "Termination for Cause," this section will not apply.

XIII. TERMINATION FOR CAUSE

If for any cause, any party does not fulfill in a timely and proper manner its obligations under this Agreement, or if any party violates any of these terms and conditions, the aggrieved party(ies) will give the other party(ies) written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party(ies) to the other(s).

XIV. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint two additional members to the Dispute Board. The Dispute Board shall review the facts, Agreement terms, and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, any of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

XV. GOVERNANCE

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

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

1. Applicable state and federal statutes and rules;
2. The terms of this Agreement;
3. Statement of work, Attachment A;
4. Certification of Data Destruction, Attachment B; and
5. Any other provisions of the Agreement, including materials incorporated by reference.

XVI. SURVIVAL

The parties' rights and obligations under sections VII, VIII, IX, XIV, and XV will survive the expiration or termination of this Agreement.

XVII. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising from it, is not assignable or delegable by any party in whole or in part, without the express prior written consent of the other parties.

XVIII. WAIVER

A failure by any party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by personnel authorized to bind the party and attached to the original Agreement.

XIX. RIGHTS OF INSPECTION

Each party shall provide right of access to the other parties, or any of their officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance of internal policies and procedures, and/or records relating to the safeguarding, use, and disclosure of Confidential Information obtained or used as a result of this Agreement. Each party shall make available information necessary for the other parties to comply with taxpayers' rights to access, amend, and receive an accounting of disclosures of their Confidential Information.

XX. SUBCONTRACTING

With prior written consent, any party may enter into subcontracts for any of the work or services contemplated under this Agreement. Consent shall not be unreasonably withheld. The party issuing the sub-contract is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts.

"Subcontractor" means one not in the employment of a party to this Agreement, who is performing all or part of those services under this Agreement under a separate contract with a party to this Agreement and includes subcontractors in any tier. The term "agents" in this Agreement includes subcontractors.

XXI. 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 that 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. To this end the provisions of this Agreement are declared to be severable.

XXII. CONTRACT MANAGEMENT

The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

The Contract Manager for the City is:	The Contract Manager for DOL is:
Lucy Liu, PO Box 90012 450 110th Ave NE Bellevue, WA 98004 Phone: 425-452-4445 E mail: lliu@ci.bellevue.wa.us	Maria Moore Contract Manager Department of Licensing PO Box 9034 Olympia, Washington 98507-9034 Phone: 360-664-1419 Fax: 360-570-7875 E mail: mmoore@dol.wa.gov

XXIII. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

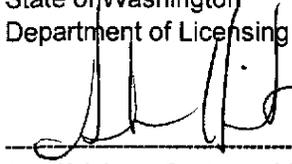
IN WITNESS WHEREOF, the parties have executed this Agreement.

For the City of Bellevue

 6/9/08
(date)

Federal Tax ID #:

State of Washington
Department of Licensing

 6/16/08
Alan Haight, as Contracts Officer (date)

Approved as to Form 4/2/07
By AAG Anderson

Jerald Anderson, AAG (date)

ATTACHMENT A
DOL STATEMENT OF WORK

The City Shall:

Agree to the exclusive use of the Master Application and any required addenda for the process of applying for a City business license, and the exclusive use of the Master License Service's Licenses and Registrations document for proof of City business licensure. If additional forms are identified as necessary for processing of City licensee accounts, their design, creation, or collection will be a cooperative effort between DOL and the City

Agree to the exclusive use of the Unified Business Identifier (UBI) number in conjunction with the physical location identification numbering used by DOL in the identification of licensees and license accounts in all communications with DOL.

Maintain remote on-line inquiry and update access to the automated MLS database.

Accept responsibility for payment of all equipment, connection, or access charges related to the City's access into and use of the MLS databases, as well as for the ongoing maintenance of the City's access to the MLS databases.

Accommodate requirements for Master Application forms regardless of whether the transaction involves a City business license.

Ensure the timely availability to DOL of its licensing and Information Technology staff. The staff contacts provided will be knowledgeable of the City operations and/or technology and be able to assist DOL staff with process improvements and/or troubleshooting.

Use commonly accepted security procedures to make sure that confidential information is not improperly disclosed. All City staff with access to confidential information will follow these security procedures and adhere to the confidentiality requirements of this Agreement.

DOL Shall:

Create, produce, issue, accept, and process new and renewal applications for the City business licenses. In doing so, it will collect, process and disburse the respective City business license fees and licensing information received from applicants and licensees.

Issue licensing documents (Master Licenses) for City business licensees.

Provide informational reporting to the City of the City's business licensees.

Provide its services through either paper-based licensing processes or Internet based processes, depending on the needs of the City and the capability of DOL.

Be responsible for all aspects of designing and implementing modifications to the MLS computer system and establishing related MLS procedures and forms to handle new and renewal applications for City business licenses, issuance of license documents, collection of necessary licensing information and license fees, and their proper distribution.

Provide technical assistance in establishing and configuring proper system access, and ensure security of access for City staff into the MLS database. Training will be provided to City staff in the use of the MLS database; and ongoing training will be provided to accommodate system changes or staff changes.

Filing of Documentation, Forms, and Records

Paper files are not maintained by DOL. Paper documents submitted to DOL will be microfilmed or electronically imaged, and then destroyed after DOL processing. An electronic representation of all filings completed via the Internet will be maintained. The City will have access to information filed with DOL on either a paper document or via the Internet through electronic access to the MLS computer system. If the City needs a paper document, DOL will produce a copy from the microfilm or electronic record. The copy will be certified if needed by the City.

REPORTS

DOL provides a standard set of reports to each of its partners at no charge. These include but are not limited to, daily lists of new business applications and renewals, the fees processed each day; weekly

lists of pending accounts; and lists of businesses for which fees have been transferred. City staff will determine which forms best suit their needs.

DOL may be able to provide non-standard reports, statistics or lists to the City upon request. The City agrees to reimburse DOL costs for the production of non-standard reports requested.

CHANGES TO PROCESSES

DOL will notify the City of any changes anticipated to its processes or services as soon as they are known, and thereafter will coordinate mitigation of impacts that such changes may have upon service it provides.

The City will notify DOL of potential changes to its business licensing requirements, fees or processes sufficiently in advance of the change to allow DOL to implement timely changes to any electronic, or automated systems, or changes to procedures or methods related to administering City business licensing.

The DOL staff will be mindful of broader impacts that could occur to DOL or any of its partners by the City's proposal for change. DOL will assist the City in considering possible alternatives and in determining the most feasible means of achieving the objective of the proposal.

DOL will coordinate review of the changes proposed by the City with any other DOL partners potentially impacted by the proposal and attempt to reach consensus among all affected partners.

DOL will prepare any needed computer system change request in coordination with the City, and place the request in a prioritized work queue for timely completion.

Changes that substantially alter the terms of this Agreement require a written amendment.

ATTACHMENT B
CERTIFICATION OF DATA DISPOSITION

Date of Disposition _____

Data disposition methods used upon expiration or termination of this Agreement: (select all that apply).

- All copies of any data acquired under this Agreement have been wiped from all data storage systems and media.
- All on-line access accounts related to this Agreement have been deleted.
- All printed and hard-copy materials and all non-wiped computer media containing any data related to this data sharing Agreement have been destroyed.
- All copies of data acquired under this Agreement that have not been disposed of in a manner described above, have been returned to DOL.

I hereby certify, by signature below, that the data disposition requirements as provided in DOL Agreement No. K667, have been fulfilled as indicated above.

(City of ~~Sumner~~)
Bellevue

(Signature) (Date)

(Print Name)

(Title)

Upon completion, submit to the DOL Contract Manager.



STATE OF WASHINGTON
DEPARTMENT OF LICENSING
PO Box 9020 • Olympia, Washington 98507-9020

June 19, 2008

Lucy Liu
City of Bellevue
PO Box 90012
450 110th Ave NE
Bellevue, WA 98004

Dear Ms. Liu:

Department of Licensing Contract No. K- 667

Please find enclosed a fully executed original of your contract with DOL for your records.

If you have any questions, please call (360)-664-1419 or E-Mail:me at mmoore@dol.wa.gov.

Sincerely,

Maria Moore
Contract Manager
Master License Service

MM/sy
Enclosure

cc: File

RECEIVED
JUN 20 2008
TAX OFFICE



ORIGINAL

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 7741

A RESOLUTION authorizing the City Manager or his designee to execute an Interlocal Agreement with the Washington State Department of Licensing for business license application processing services.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized to execute an Interlocal Agreement with the Washington State Department of Licensing for business license application processing services, a copy of which Interlocal Agreement has been given Clerk's Receiving No. 44238.

Passed by the City Council this 19th day of May, 2008, and signed in authentication of its passage this 19th day of May, 2008.

(SEAL)


Grant S. Degginger, Mayor

Attest:


Myrna L. Basich, City Clerk

Resolution 7741

page 2

item 8 (d)

Agenda

page 1 of 4

City Council Regular Session

MONDAY
May 19, 2008

8:00 – 10:00 p.m.
Council Chambers (1E-126)

Page

1. Call to Order
2. Roll Call, Flag Salute
 - (a) Proclaiming May as Asian Pacific American Heritage Month 2-1
3. Communications: Written and Oral

Note: Three-minute limit per person, or five minutes if representing the official position of a recognized community organization. Maximum of three persons are permitted to speak to each side of any one topic. Additional presentations may be heard at Agenda Item 13, including three additional persons speaking to topics heard at Agenda Item 3.
4. Reports of Community Council, Boards and Commissions
 - (a) Arts Commission report and response to questions from May 12, 2008 discussion (*no packet materials*) Chair
Betina Finley
5. Report of the City Manager
 - (a) Update on Fox Glen Rezone Appeal, File Nos. 07-122520 LQ, 07-139482 LI CAO 5-1
Mary Kate

City Council meetings are wheelchair accessible. American Sign language (ASL) interpretation is available upon request. Please phone 452-6805 at least 48 hours in advance. Assisted Listening Devices are also available upon request.



City of Bellevue

Berens

6. Council Business and New Initiatives

7. Approval of the Agenda

8. Consent Calendar

(a) Minutes of May 5, 2008 Regular Session 8a-1

(b) Motion to approve payment of claims for the period FIN 8-1
 May 3, 2008 through May 16, 2008 and payroll for the
 period April 16, 2008 through April 30, 2008.

(c) Ordinance No. 5814 amending the Bellevue City Code FIN 8-3
 to adopt certain mandatory provisions of the Business
 and Occupation (B&O) Tax; amending Section
 4.09.077; and establishing an effective date.

Ordinance No. 5815 amending the Bellevue City Code
 to clarify that certain activities are exempt from the
 Utility Occupation Tax; amending Sections 4.10.020,
 4.10.045 and 4.10.050; and establishing an effective
 date.

* * (d) Resolution No. 7741 authorizing execution of an FIN 8-11
 Interlocal Agreement with the Washington State
 Department of Licensing for business license
 application processing services.

(e) Ordinance No. 5816 amending Section 23.11 of the FIRE 8-15
 Bellevue City Code, local amendments to the
 International Fire Code by adding a new Section
 23.11.105.1.1.1 in order to re-establish fire code
 permit fees inadvertently omitted with the adoption of
 the 2006 International Fire Code.

(f) Resolution No. 7742 authorizing entering into an ITD 8-19
 Indefeasible Right of Use Agreement (IRU) with
 Comcast of Bellevue, Inc., for use of approximately
 700 feet of City-owned conduit along NE 1st Street,
 between 102nd Avenue NE and 100th Avenue NE.

- | | | |
|--|------|-------------|
| (g) Motion to award Bid No. 8076 to Ohno Construction Company, in the amount of \$1,059,681.42, as the lowest responsible bidder for the West Tributary of Kelsey Creek Habitat Restoration Project at Kelsey Creek Community Park (CIP Plan No. P-AD-65). | PARK | <u>8-23</u> |
| (h) Resolution No. 7743 authorizing execution of a professional services agreement with David A. Clark Architects, in an amount not to exceed \$54,210, to provide a site analysis, schematic design, and cost estimating services for improvements to the Bellevue Golf Course Driving Range. | PARK | <u>8-29</u> |
| (i) Motion to approve funding proposed for 2008 Special Projects and Eastside Arts Partnership proposals.

<i>(Discussed with Council on May 12, 2008.)</i> | PCD | <u>8-35</u> |
| (j) Resolution No. 7744 authorizing execution of an Interagency Agreement with King County Road Services Division, in an amount not to exceed \$15,000, for the inspection of 18 bridge structures owned and maintained by the City. | TRAN | <u>8-43</u> |
| (k) Motion to award Bid No. 8012 for Vuemont Vista Detention System Retrofit and Water Quality Facility, to Mosbrucker Excavating, Inc., in an amount not to exceed \$138,583.00, as low bidder (CIP Plan No. D-64). | UTIL | <u>8-49</u> |

9. Public Hearings

- (a) Initial public hearing on the 2009-2010 Budget and 2009-2015 Capital Investment Program Plan

(Additional public hearings are scheduled for July 21, 2008 and November 17, 2008.)

1. Staff Report

FIN : 9-1
Jan Hawn
Jonathan
Swift
Rich Siegel

2. Motion to open public hearing

3. Receive public testimony

Note: Three-minute limit per person, or five minutes if representing the official position of a recognized community organization.

4. Motion to close public hearing

5. Council discussion

(Council action on the budget will be scheduled for December, 2008.)

10. Land Use
11. Other Ordinances, Resolutions and Motions
12. Unfinished Business
13. Continued Oral Communications
14. New Business
15. Executive Session
16. Adjournment

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT

Resolution No. 7741, authorizing execution of an Interlocal Agreement with the Washington State Department of Licensing for business license application processing services.

FISCAL IMPACT

This action is revenue neutral.

STAFF CONTACT

Jan Hawn, Finance Director, 452-6846
Sara Lane, Assistant Finance Director, 452-7247
Lucy Liu, Tax Manager, 452-4445
Finance Department

POLICY CONSIDERATION

The proposed resolution authorizes the City Manager or his designee to execute an Interlocal Agreement with the Washington State Department of Licensing for business license application processing services.

This action does not change the current business licensing program that the City participates in with the Washington State Department of Licensing.

BACKGROUND

Bellevue has participated in a joint business licensing program with the Washington State Department of Licensing since 1997. This program provides a one-stop state and local license application process for businesses. Under the program, the Department of Licensing collects the application data and payments on behalf of the participating agencies and jurisdictions, then distributes the collected information and payments to the respective agencies and jurisdictions for approval and processing. Once the application is approved by Bellevue, the State issues a single Master License, with endorsements for each license type, to the business. With the exception of certain credit card processing fees, programming costs, and communication costs, this service is provided by the State at no cost to the participating agencies and jurisdictions. The current contract between the City and the Department of Licensing for this service expired on May 17, 2008.

The joint business licensing program has been well received by Bellevue businesses. In addition, this program streamlines the business license application process and creates efficiencies for both businesses as well as the City. For these reasons, staff recommends that the City continue this licensing partnership and execute a contract to extend this partnership for two additional years.

EFFECTIVE DATE

If approved, this Resolution becomes effective immediately.

OPTIONS

1. Adopt Resolution No. 7741 authorizing execution of an Interlocal Agreement with the Washington State Department of Licensing for business license application processing services.
2. Do not adopt the Resolution and provide alternative direction to staff.

RECOMMENDATION

Adopt Resolution No. 7741 authorizing execution of an Interlocal Agreement with the Washington State Department of Licensing for business license application processing services.

MOTION

Adopt Resolution No. 7741 authorizing execution of an Interlocal Agreement with the Washington State Department of Licensing for business license application processing services.

ATTACHMENT

Proposed Resolution No. 7741

AVAILABLE IN COUNCIL OFFICE

Proposed Interlocal Agreement