

City of Edgewood

AGREEMENT FOR STATE ADMINISTRATION OF LOCAL  
SALES AND USE TAX

THIS AGREEMENT, Made and entered into by and between the city hereinabove designated, hereinafter referred to as the City, and the State of Washington Department of Revenue, hereafter referred to as the Department, WITNESSETH:

WHEREAS, The legislature of the State of Washington has by chapter 94, Laws of 1970, 1st ex. sess., authorized cities and counties to impose a local sales and use tax, and

WHEREAS, It is provided in section 6 of said act that any city or county imposing a sales and use tax by ordinance or resolution shall contract with the Department for the administration and collection of said taxes, and

WHEREAS, The City has by resolution or ordinance, copy attached hereto, elected to impose a sales and use tax commencing March 1, 1996.

NOW, THEREFORE, To effectuate section 6 of the aforementioned act, the parties hereto agree as follows:

1. The Department shall exclusively perform all functions incident to the administration and collection of the taxes imposed by the said ordinance or resolution, other than criminal prosecutions.
2. The Department shall retain from the taxes so collected the amount of one percent thereof as expenses of administration and collection. Said percentage amount shall be subject to review during January of each year.
3. The remainder of said taxes so collected shall be deposited by the Department in the Local Sales and Use Tax Revolving Fund under the custody of the State Treasurer.
4. In carrying out its administration and collection duties hereunder, the Department shall, insofar as the same are applicable, apply the administrative provisions contained in chapters 82.03, 82.08. 82.12, 82.32 RCW and the Department's rules and regulations promulgated pursuant to RCW 82.08.060 and 82.32.300, as the same exist or may hereafter be amended. The Department shall adopt additional rules and regulations, in accordance with the State Administrative Procedure Act, to facilitate the administration and collection of the local taxes as it may deem necessary or desirable.

5. The Department shall perform its duties hereunder so that as far as possible the local sales and use tax adopted by the City shall be administered and collected uniformly with the state's sales and use tax and with other local sales and use taxes adopted pursuant to Chapter 94, Laws of 1970, 1st ex. sess.
6. The City shall have the right from time to time to examine the records of the Department as they concern the taxpayers subject to the aforementioned ordinance or resolution.
7. To the extent that information available to the Department is not sufficient to determine the proper allocation of the local sales or use tax, allocation shall be made in accordance with ratios reflected by the distribution of local sales and use taxes collected from all other taxpayers within the state.
8. The allocation of local sales and use tax collections among the various cities and counties will be made by the Department to the State Treasurer within thirty (30) days after the close of the taxable period for which local sales and use taxes are imposed pursuant to ordinance or resolution. Distribution of taxes to the City shall be made in accordance with RCW 82.14.060.
9. All refunds and credits for local sales and use taxes made by the Department shall be charged to the City.
10. The Department shall require redistribution upon 10 days notice to the affected counties or cities, of any tax, penalty and interest distributed to a county or city other than the county or city entitled thereto but such redistribution shall not be made as to amounts originally distributed earlier than six monthly periods prior to the monthly period in which the Department obtains knowledge of the improper distribution.
11. This agreement shall take effect on the first day of March 1996 and shall thereafter be automatically renewed on December 31 of each year unless one of the parties gives written notice of termination on or before November 1 of each such year.

State of Washington  
Department of Revenue

By: *Steve L. Frisch*

Steve L. Frisch  
Deputy Director

City of *Spokane*

By: *Spokane City Manager*

AMENDMENT TO AGREEMENT FOR STATE  
ADMINISTRATION OF SALES AND USE TAX

THIS AGREEMENT is made to the Agreement for State Administration of Local Sales and Use Tax ("Agreement") previously entered into by the City of Edgewood and the State of Washington, Department of Revenue (the "Department") effective March 1, 1996;

WITNESSETH:

WHEREAS, the legislature of the State of Washington has by section 17, chapter 49, laws of 1982 last ex. sess., amending RCW 82.14.030 authorized cities and counties to impose additional sales and use taxes, and

WHEREAS, the city of Edgewood has by resolution or ordinance (attach to your copy to be retained) imposed such additional taxes of one-half of one percent (.005), commencing March 1, 1996, and

WHEREAS, the city of Edgewood and the Department wish to amend their Agreement for State Administration of Local Sales and Use Tax to provide for the administration and collection of such additional taxes.

NOW, THEREFORE, to provide for such administration and collection the parties agree as follows:

1. The Department shall exclusively perform all functions incident to the administration and collection of those additional taxes imposed by said ordinance or resolution pursuant to the authority granted in RCW 82.14.030 as amended, other than criminal prosecutions which shall be performed as the city and the Department may agree.
2. The Department shall retain from the taxes collected pursuant to the provisions of the Agreement and this amendment the amount of one percent (.010) thereof as expenses of administration and collection. The amount of such percentage shall be subject to review during January of each year.

3. The city of Edgewood agrees that in the event there shall be a legal challenge to the ordinance or resolution by which those additional sales and use taxes have been imposed, whether by litigation or otherwise, the Department or the State of Washington shall be not obligated to represent the city of Edgewood or otherwise to defend the position of the city in any proceeding relating to such challenge. The Department shall promptly upon notification of any such challenge tender the defense of the same to the city of Edgewood.

4. In all other respects the parties reaffirm their Agreement into which they have previously entered.

DATED this 7th day of February 1996.

State of Washington  
Department of Revenue

By Steve L. Frisch  
Steve L. Frisch  
Deputy Director

City of Edgewood

By Steve K. Frisch City Manager