

ORDINANCE #43

AUTHORIZING PARTICIPATION IN WVML MUNICIPAL REVENUE
ENHANCEMENT PROGRAM AND THE EXECUTION OF THE
INTERGOVERNMENTAL AGREEMENT FOR THE EXCHANGE OF
INFORMATION AMONG THE VILLAGE OF BEECH BOTTOM, THE WEST
VIRGINIA MUNICIPAL LEAGUE, NC., AND PARTICIPATING MUNICIPALITIES.

John Niven moves to adopt by Title the second presentation of Ordinance #43 and to waive the third presentation. Bill Watson seconds the motion. The motion is approved.

Don Hubbard moves to accept the A, B, and C parts of the WV Municipal Leagues WV Municipal Revenue Enhancement Program Participation Agreement and to waive the third reading. John Niven seconds the motion. The motion is approved.

November 1, 2005

WVML MUNICIPAL REVENUE ENHANCEMENT PROGRAM
PARTICIPATION AGREEMENT

The Village of Beech Bottom, PO Box 204, Beech Bottom, WV 260309 (the "Municipality") hereby agrees as follows:

1. The Municipality agrees to participate in the WVML Municipal Revenue Enhancement Program (the "Program") as a Participating Municipality. The Municipality adopts and agrees to be subject to all of the Program's terms and conditions promulgated from time to time by the West Virginia Municipal League, Inc. (the "League").
2. The Program may comprise but not be limited to the following services:
 - A. Compiling and publishing information including ordinances as may assist municipalities in revenue administration;
 - B. Designating and reviewing Targeted Accounts and related filings, discovering and identifying Off-System Accounts, estimating and establishing liabilities of Targeted Accounts and Identified Off-System Accounts and the collecting of taxes, fees, interest, and penalties owed to the Municipality;
 - C. Developing and implementing systems and procedures to aid in the uniformity of revenue data collection and processes to, among other things, facilitate uniform reviews of Targeted Accounts;
 - D. Directly contacting and negotiating with any Targeted Accounts and Off-System Accounts for the purposes of estimating liability, assessing taxes, settling and compromising 'n- claims, waiving penalties, performing discovery, and other related issues; and

E. Managing the Program, reporting, accounting, establishing accounts, distributing of monies, and overseeing the audit and collection services offered by the League.

3 . The Municipality does not incur a debt to the League by agreeing to participate in this Program to enhance municipal revenue.

4. In consideration for the services provided by the League, the League shall be compensated as follows:

A. The League is entitled to and shall retain or receive a commission equal to forty percent of the total gross amount of Increased Collections from each Targeted Account for the calendar year during which the account is targeted by notice to the Participating Municipality and all prior periods. In addition, the League is entitled to and shall retain or receive a commission equal to thirty percent of the Increased Collections from each Targeted Account for the next succeeding three calendar years. For the purposes of this Agreement, periods for which the League shall retain a commission pursuant to the Increased Collections from Targeted Accounts shall be considered the Targeted Account's "Applicable Periods." For purposes of this Agreement, all additional amounts (including taxes, fees, interest and penalties) attributable to a reclassification, an additional or increased revenue source and any similar adjustment related to or resulting from a Program initiative shall be considered "Increased Collections."

B. The League shall be entitled to and shall retain or receive a commission of thirty percent of the total gross amount (including taxes, fees, interest, and penalties) actually collected on behalf of the Municipality from each Identified Off-System Account for the year during which

KNOW ALL MEN BY THESE PRESENT:

THAT THE VILLAGE OF BEECH BOTTOM, a West Virginia municipal corporation (the "Municipality"), retains the West Virginia Municipal League, Inc. (hereinafter the "League"), including any agents of the League, for the purposes of enhancing municipal revenue and providing for the exchange of information relating thereto as set forth more fully in the Intergovernmental Agreement and the terms and conditions of the WVML Municipal Revenue Enhancement Program as from time to time may be amended by the League. The League shall act as agent for the Municipality and, as agent, it will make a determination in its independent skill and judgment to do those things necessary and incidental to carry out the purposes and activities of the Program. The League is and shall throughout the term of administering this Program remain an independent contractor to the Municipality. The Municipality does hereby constitute and appoint the League, and any agent thereof, its true and lawful attorney in fact with full power and authority to represent

the Municipality, until further notice, in all Program matters, including but not limited to:

1. Compiling and publishing information as would assist municipalities;
2. Designating and reviewing "Targeted Account" filings, discovering and identifying "Off-System Accounts", establishing liabilities of "Targeted Accounts" and "Off-System Accounts" and the collecting of taxes, fees, interest, and penalties owed to the Municipality;
- 3 . Developing and implementing systems and procedures to aid in the uniformity of revenue data collection and processes to facilitate reviews and audits;
4. Directly contacting and negotiating with any Targeted Accounts and Off-System Accounts for the purposes of estimating liability, assessing taxes, settling and compromising claims, waving penalties, performing discovery, and other related issues; and
5. Managing the Program, reporting, accounting, establishing accounts, distributing monies, and overseeing audit and collection services offered by the League.

This authorization to be effective immediately, superseding any such inconsistent authority previously granted, preserving any authority not inconsistent herewith, all to continue until canceled each account is first identified and for all prior periods. For the next four succeeding calendar years of each Identified Off-System Account, the League shall retain a commission of 30%, 25%, 20%, and 15% respectively, from the total gross amounts (including taxes, fees, interests and penalties) actually collected from each such account by or on behalf of the Municipality. For the purposes of this Agreement, periods for which the League shall retain or receive a commission pursuant to the Off-System Account Identification service shall be considered the Identified Off-System Account's "Applicable Periods." Capitalized terms used in this Agreement but not otherwise defined herein shall have the meaning ascribed to such terms in the terms and conditions of the Program as adopted and amended from time to time by the League.

6. This Agreement shall be effective upon its execution and shall continue for a three-year rolling term which rolling term shall be automatically extended so that the remaining term of this Agreement is always at least three years. If during such rolling term the Municipality gives written notice to the other of its election not to continue extending such term, then the term of the Agreement shall end three years from the date on which such notice is given except that any conditions or terms regarding confidential information, proprietary information, trade secrets or commissions earned or payable with respect to any of the Applicable Periods of a Targeted Account or an Identified Off-System Account shall survive any such termination. In the event of pending or ongoing litigation, including appeals and administrative proceedings before any court, tribunal, or municipality, that exceeds the termination of this Agreement, the terms and

conditions of this Agreement shall be maintained with respect only to the litigation until such a time as the matter is resolved and whereby all appeals have been exhausted or waived resulting in a final order entered by the Court with jurisdiction over the matter and all monies due have been settled completely.

Designated Municipal Official Certificate

I do hereby certify that I am the duly elected or appointed clerk and/or acting recorder of the Village of Beech Bottom, a West Virginia municipal corporation duly organized and existing under the laws of the State of West Virginia, and that as of the date hereof the municipal official named below, or any person authorized to act in the absence thereof by the named municipal official, is authorized on behalf of the Village of Beech Bottom to be the "Designated Municipal Official" for the purposes of the WVML Municipal Revenue Enhancement Program. I further certify that the signature set opposite his/her title and name is his/her true and authentic signature.

Title

Name

Signature

Finance Officer/ Treasurer

AN ORDINANCE AUTHORIZING PARTICIPATION IN WVML MUNICIPAL REVENUE ENHANCEMENT PROGRAM AND THE EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT FOR THE EXCHANGE OF INFORMATION AMONG THE VILLAGE OF BEECH BOTTOM, THE WEST VIRGINIA MUNICIPAL LEAGUE, INC., AND PARTICIPATING MUNICIPALITIES

Whereas, the Village of Beech Bottom (the "Municipality") desires to promote the exchange and dissemination of information and ideas designed for the more efficient administration and conduct of municipal affairs; and

Whereas, the Municipality desires to avoid duplicative taxation; and

Whereas, the West Virginia Municipal League offers a municipal revenue enhancement program advancing the administration and collection of municipal revenues (including taxes and fees) by providing for the exchange of information among the Municipality, the League and such other municipalities which similarly adopt this Intergovernmental Agreement ("Participating Municipalities"); and

Whereas, the Municipality has determined that its efforts to achieve its above stated

purposes will be furthered through the League's municipal revenue enhancement program; and that the Municipality will receive benefits by the League performing audits and collection activities for multiple participating municipalities with joint interests; and

Whereas, pursuant to West Virginia Code § 8-23-3, the attached Intergovernmental Agreement for The Exchange of Information Among the Village of Beech Bottom, the West Virginia Municipal League, Inc., and Participating Municipalities has been approved as to form by the West Virginia Attorney General.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY, as follows:

Section 1. It is hereby found and determined that the terms of the attached Intergovernmental Agreement For The Exchange Of Information Among The Village of Beech Bottom, The West Virginia Municipal League, Inc. and Participating Municipalities in the form presented to this meeting and incorporated in this Ordinance are in the best interests of the Municipality.

Section 2. The Intergovernmental Agreement for the Exchange of Information Among the Village of Beech Bottom, the West Virginia Municipal League Inc., and Participating Municipalities is hereby approved. The Mayor and other officers of the Municipality who shall have power to execute contracts on behalf of the Municipality be, and each of them hereby is, authorized to execute, acknowledge and deliver the Intergovernmental Agreement, such approval to be conclusively evidenced by such execution and delivery of the Intergovernmental Agreement. The Mayor, Clerk or Recorder and any other officers of the Municipality who shall have the power to do so be and each of them hereby is, authorized to affix the official seal of the Municipality and the Intergovernmental Agreement and attest to the same.

Section 3 . The proper officer(s) of the Municipality be, and each of them hereby is authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this Ordinance and enabling this Municipality to participate in the WVML Revenue Enhancement and Administration Program.

Section 4. The proper officer(s) of the Municipality shall, in order for the Intergovernmental Agreement to become effective, file a copy of the same with the recorder of all participating municipalities, the State Tax Commissioner and the West Virginia Municipal League

Section 5 .

This Ordinance shall take effect immediately.

INTERGOVERNMENTAL AGREEMENT FOR THE EXCHANGE OF INFORMATION AMONG THE CITY/TOWN/VILLAGE OF BEECH BOTTOM, THE WEST VIRGINIA MUNICIPAL LEAGUE, INC. AND PARTICIPATING MUNICIPALITIES.

This Intergovernmental Agreement for the Exchange of Information, dated as of this 1st day of November 2005 and among the City/Town/Village of Beech Bottom (the Municipality) , the West Virginia Municipal League, Inc (the "League") -and Participating Municipalities

In consideration of promises and conditions provided below, the parties agree as follows:

1. Purpose. The purpose of this Intergovernmental! Agreement is to aid in the administration and collection municipal revenues (including taxes and fees) by providing for the exchange of information among the Municipality and the League and such other municipalities which similarly adopt this Intergovernmental Agreement ("Participating Municipalities") for the purposes of engaging the League to preform joint reviews of taxpayers, to administer joint revenue programs and to engage in revenue administration and collection activities on behalf the Municipality and other Participating Municipalities.

2. Exchange of Information. The Municipality hereby agrees that it shall in accordance with the terms and conditions contained herein, exchange, disclose to, and permit the League to inspect tax and other revenue information in the Municipalities possession, for revenue administration collection and enforcement purposes and further agrees that the League may use, compile, Coordinate and disclose such information in connection with the League's municipal revenue enhancement program subject to Paragraph 4 of this Agreement

3 . Information Subject to Exchange. Information subject to this agreement shall include Reports, declarations and returns, audit papers, license applications and renewals and similar information in any form filed with or retained by the appropriate municipal authorities provided: That this information shall apply to all municipal taxes and fees. including but not limited to business and occupation tax, public utilities tax, amusement tax, hotel/motel occupancy tax municipal occupation tax, municipal consumer sales and service tax, municipal use tax, liquor tax, license and registration taxes and fees, and municipal user and service fees

4. Security and Protection of Return Information. It shall be the obligation of the party who requests and receives tax information under this agreement to protect the confidentiality and secrecy of the information. No party shall disclose any information considered confidential under the law obtained by virtue of this agreement, unless (i) the person receiving the information is the authorized agent of the Municipality, the League or any other participating municipality Or (ii) the person who has the right assert the right to secrecy of the confidential information has authorized, in writing, its release, thereby waiving his right to secrecy. Nothing

herein shall prohibit the League, the Municipality or Participating Municipalities from using the confidential information for the administration and enforcement of revenue laws and ordinance and for the assessment and collection of municipal taxes and fees.

5 . Persons Entitled to Secure Information. The parties to this agreement shall furnish the names, business addresses and other needed information of the officers, agents, and personnel authorized to request, inspect and receive revenue information under the terms of this agreement. The Municipality and the League shall each promptly give written notice to the other party of any change in employment, duties or other relevant matters that affect a designated person's authority to request, inspect and receive information under this agreement.

6. Effective Date and Termination. This agreement shall be effective simultaneously with the execution of the League's municipal revenue enhancement program participation agreement and shall continue in force and effect until written notice of termination is served on the other party except that all obligations to secure and protect the confidentiality and secrecy of confidential information shall survive the termination of this agreement,