

INTERLOCAL AGREEMENT FOR BENEFIT CHARGE COLLECTION SERVICES

This INTERLOCAL AGREEMENT FOR BENEFIT CHARGE COLLECTION SERVICES (this "Agreement"), is made and entered into this 23rd day of August, 2024 and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY, a special purpose district of the State of Washington (the "RFA"), pursuant to chapter 39.34 RCW and RCW 52.26.210.

RECITALS

A. Pursuant to chapter 52.26 RCW, the RFA may submit for voter approval a fire benefit charge ("FBC") on personal property and improvements to real property which are located within the RFA and which have or will receive the benefits provided by the RFA.

B. Any FBC imposed by the RFA pursuant to chapter 52.26 RCW is collected by the County Treasurer in the same manner that is used for the collection of fire protection charges for forest lands protected by the Department of Natural Resources of the State of Washington.

C. Prior to imposing an FBC under chapter 52.26 RCW, the RFA must contract with the County for the administration and collection of the FBC, including provisions for the reimbursement of expenses incurred by the County Assessor and the County Treasurer in administering and collecting the FBC.

The County's single page combined property tax and FBC billing statements (the "Combined Tax Statement") contains all taxes and charges levied or otherwise imposed on a personal or real property account by all taxing jurisdictions within a tax code area.

D. In exchange for the administration and collection of the FBC, the RFA shall reimburse the County for its costs, all as more fully described in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the RFA agree as follows:

1. Purpose of Agreement.

This Agreement is authorized by and entered into pursuant to chapter 39.34 RCW and RCW 52.18.210. The purpose and intent of this Agreement is for the County and the RFA to define the process by which the parties will work together to administer and collect any FBC imposed by the RFA, along with provisions for reimbursement to the County for its actual costs.

2. Effective Date and Duration.

This Agreement shall not take effect unless and until it has been duly executed by both parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect through December 31, 2026, unless earlier terminated pursuant to the provisions of Section 15 below, PROVIDED HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional two (2) year terms by written notice from either party.

3. Administrators.

Each party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals:

County's Initial Administrator:

Alex Lark, Chief Deputy Treasurer
Snohomish County Treasurer's Office
3000 Rockefeller Avenue M/S 501
Everett, Washington 98201

RFA's Initial Administrator:

Bob Eastman, Fire Chief
South Snohomish County Fire &
Rescue Regional Fire Authority
12425 Meridian Ave. S.
Everett, WA 98208

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party.

4. Scope of Services.

The scope of the administration and collection services (the "Services") includes but shall not be limited to administration and collection by the County of an FBC imposed under chapter 52.26 RCW by the RFA, affecting approximately 72,600 parcels.

5. RFA Responsibilities.

5.1 Calculations of FBCs. The County Assessor's complete assessment roll for all personal and real property records will be available online. To the extent that the RFA needs additional information from the assessment roll to impose the FBC in accordance with RCW 52.26, the RFA may contact the County Assessor's Office who will work with the RFA to generate the requested information. On or before November 30 immediately preceding the year in which the FBCs are to be collected on behalf of the RFA, the RFA shall provide to the County Treasurer the calculated FBCs for each personal and real property account for the following calendar year. All classifications, exemptions, credits, and non-standard charges shall conform to the Snohomish County Code. The RFA further agrees that if an exemption is cancelled after the date of mailing of the Combined Tax Statement, the change in exemption status will not go into effect until the following year. The RFA shall be solely responsible for the calculations of the FBCs to be imposed on each personal and real property account within the RFA boundaries.

5.2 FBC Review Board. Pursuant to RCW 52.26.250, the RFA, upon written receipt of a complaint, shall conduct a review of any FBC and may reduce the FBC to a true, fair and just amount. The RFA shall submit any changes to the FBC resulting from

this review to the County no later than December 15 of the year in which the FBC is to be imposed.

5.3 Taxpayer Inquiries. The County shall respond to FBC payer inquiries regarding processes within the County's control. The RFA shall provide the County with a telephone number for the RFA office to which taxpayer inquiries shall be directed. The County shall refer all taxpayer inquiries regarding the FBC to the telephone number provided by the RFA.

6. County Responsibilities.

6.1 Collection. The County shall collect FBCs from personal and real property account owners within the boundaries of the RFA using a Combined Tax Statement. The County shall not bill or collect FBCs for public rights-of-way, federal real property, and real property without a Snohomish County tax parcel number.

6.2 Disbursement of FBCs. The County shall deposit the FBCs into a separate account and will disburse collected FBCs to the RFA on a monthly basis; provided, however, that the County will deduct one-half of its annual Administrative Fee in June and the other half December each year.

6.3 Delinquent Accounts. The County shall provide the RFA with information about accounts three years delinquent (the "Delinquent Accounts") prior to the filing of the certificate of delinquency. Upon providing a listing of Delinquent Accounts to the RFA, the RFA shall, no later than 10 business days after the initial foreclosure sale, furnish the County with a written authorization to remove the Delinquent Accounts from the tax rolls and to cease collection efforts. Thereafter, the RFA shall be responsible for all actions against Delinquent Accounts. Pursuant to RCW 84.56.020, the County shall retain any interest or penalties collected by the County prior to removing the Delinquent Accounts from the tax rolls.

7. Cooperation.

7.1 Covenant to Cooperate. The Parties shall cooperate with each other in connection with the County's performance of the Services. The RFA shall make its personnel available to the County at reasonable times and upon reasonable advance notice for purposes of facilitating the County's performance of the Services.

7.2 Authority of Administrators. By entering into this Agreement and upon it becoming effective as described in Section 2 above, both parties authorize their respective Administrators to negotiate any changes to the dates for: (i) the RFA to provide the FBC calculations, , or (ii) the schedule of disbursements, all as described in this Section 6.

8. Independent Contractor.

The County will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the RFA. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the County and not the RFA. The County has the express right to direct and control the County's activities in providing the Services in

accordance with the specifications set out in this Agreement. The RFA shall only have the right to ensure performance.

9. Administrative Fee.

9.1 Fees. The RFA shall pay the County, for the costs of services provided pursuant to this Agreement, in accordance with Addendum 1, attached hereto and incorporated herein by this reference.

9.2 Records. The County shall maintain accurate time and accounting records related to the Services for a period of six (6) years following final payment.

10. Indemnification/Hold Harmless.

Each party shall protect, defend, indemnify and save harmless the other party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind arising out of, or in connection with, or incident to the services associated with this Agreement caused by or resulting from each party's own negligent acts or omissions. Each party agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

The provisions of this Section 10 shall survive the expiration or earlier termination of this Agreement.

11. Liability Related to RFA Ordinances, Policies, Rules and Regulations.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the RFA from any liability or responsibility which arises in whole or in part from the existence or effect of RFA ordinances, policies, rules, or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such RFA ordinance, policy, rule, or regulation is at issue, the RFA shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the RFA, the County, or both, the RFA shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

12. Insurance.

Each party shall maintain its own insurance and/or self-insurance for its obligations from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance

of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying party to the indemnified party(s). Each party shall provide the other with a certificate of insurance or letter of self-insurance annually as the case may be.

Each party shall provide or purchase workers' compensation insurance coverage to meet the Washington State Industrial Insurance regulations and cause any subcontractors working on behalf of said party to also carry such insurance prior to performing work under the Agreement.

13. Compliance with Laws.

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules, and regulations.

14. Default and Remedies.

14.1 Default. If either the County or the RFA fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said thirty (30) day period, then the non-performing party shall not be in Default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion.

14.2 Remedies. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 14.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

15. Early Termination.

The County's obligations are contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, the County reserves the right to terminate this Agreement by delivering written notice to the RFA specifying the termination date. The RFA, in turn, reserves the right to seek a court order of mandamus or other appropriate remedy if the County provides such notice of termination.

16. Dispute Resolution.

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the parties. If mediation is not successful, either of the parties may institute legal action for specific performance of this Agreement or for damages. The prevailing party in any legal action shall be entitled to a reasonable attorneys' fee and court costs.

17. Notices.

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

18. Public Disclosure.

This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the RFA are needed for the County to respond to a request under the Act, as determined by the County, the RFA agrees to make them promptly available to the County. If the RFA considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the RFA shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the RFA and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the RFA (a) of the request and (b) of the date that such information will be released to the requester unless the RFA obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the RFA fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the RFA to claim any exemption from disclosure under the Act. The County shall not be liable to the RFA for releasing records not clearly identified by the RFA as confidential or proprietary. The County shall not be liable to the RFA for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

19. County Discrimination.

It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provide in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The RFA shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes

a certification by the RFA of the RFA's compliance with the requirements of Chapter 2.460 SCC. If the RFA is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. The RFA reserves the right to seek a court order of mandamus or other appropriate remedy if the County provides such notice of termination.

This provision shall not affect the RFA's obligations under other federal, state, or local laws against discrimination.

20. Miscellaneous.

20.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document (an example of which is included as Exhibit B) executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

20.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

20.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

20.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

20.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

20.6 No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not

constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

20.7 No Assignment. This Agreement ^{Richard Davis} ~~shall not~~ be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

20.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

20.9 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

20.10 No Separate Entity Necessary. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

20.11 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

20.12 No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the RFA and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

20.13 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COUNTY:

Snohomish County, a political subdivision
of the State of Washington

By _____
Name: Ken Klein
Title: Executive Director

COUNCIL USE ONLY
Approved <u>10/23/2024</u>
ECAF # <u>2024-2115</u>
MOT/ORD <u>Ordinance 24-085</u>

RFA:

SOUTH SNOHOMISH COUNTY FIRE &
RESCUE REGIONAL FIRE AUTHORITY,
a special purpose district of the State of
Washington

By Robert Eastman
Robert Eastman (Aug 23, 2024 08:31 PDT)
Name: Robert Eastman
Title: Fire Chief

**Approved as insurance and
indemnification:**

Barker, Sheila Digitally signed by Barker,
Sheila
Date: 2024.08.23
15:32:31 -07'00'

Risk Management

Approved as to Form:

Richard Davis
Richard Davis (Aug 23, 2024 09:06 PDT)

RFA Attorney

Approved as to Form:

Guadamud, Rebecca Digitally signed by
Guadamud, Rebecca
Date: 2024.08.23
19:16:38 -07'00'

Deputy Prosecuting Attorney

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Addendum One Administrative Fee

The County shall be reimbursed in full by the RFA for the costs of the services provided by the Treasurer's Office, which shall include but not limited to the following expenses:

- (a) Mailing and remittance envelopes;
- (b) Statement printing;
- (c) Statement paper;
- (d) Postage;
- (e) Mailing processing, including processing for any informational inserts printed by the RFA and delivered to the processor;
- (g) Costs associated with collection and benefits for staff persons and overhead costs included in the County adopted budget as calculated by the County Treasurer.

The proportional share of salary, benefits and overhead charged to the RFA shall be calculated using the following formula:

Administrative Fee = Total Operational Costs for Property Tax Bill and Collection (excluding the Investment Division and Personal Property Division of the Treasurer's Office) multiplied by the proportional percentage of Real Property Parcels benefitted by the Assessment multiplied by the tax code area ratio of 1/10. The tax code area ratio is determined by the maximum number of benefitted taxing districts represented by a tax statement.

The current Administrative Fee for 2025 and 2026 is \$ 1.10 per parcel and is based on 2023 actual costs and 2024 parcel count. The Administrative Fee for 2023 and 2024 was \$1.03 per parcel. The County agrees to continue to charge the \$1.03 to the District through April 2025 and then starting May 1st 2025 will charge the \$1.10 per parcel. The Administrative Fee will be updated every two years thereafter. The next update will be in 2026 for the 2027/2028 budget years That fee will be based on 2025 actual costs and the 2026 parcel count Each year, the number of parcels will be updated in the calculation.

In such case where the County uses a Separate FBC Statement for the RFA's FBC an additional fee will be added to the Administrative Fee based on actual hard costs listed in line items: a, b, c, d, and e of this Addendum

Each update to the Administrative Fee will be submitted, by the Snohomish County Treasurer's Office, to the Snohomish County Council for approval and expressed in the annual Snohomish County Treasurer's Office budget.

The Administrative Fee will be deducted by the Snohomish County Treasurer's Office from the amount collected on behalf of the RFA in June and December each year.

Exhibit A

Sample Form of Amendment

AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT
BETWEEN SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE
AUTHORITY AND SNOHOMISH COUNTY CONCERNING FIRE BENEFIT CHARGE
COLLECTION SERVICES

THIS AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT BETWEEN SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY AND SNOHOMISH COUNTY CONCERNING FIRE BENEFIT CHARGE COLLECTION SERVICES (this "Amendment") is made and entered into as of this ___ day of _____, 20__, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY, a Washington special purpose municipal corporation (the "RFA").

RECITALS

- A. The County and District are parties to the "Interlocal Agreement Between South Snohomish County Fire & Rescue Regional Fire Authority and Snohomish County Concerning Fire Benefit Charge Collection Services" executed on _____, 20__ (the "Original Agreement").
- B. Pursuant to Section ___ of the Original Agreement, the County Treasurer has authority to execute an amendment to the Original Agreement to the extent and under the circumstances more fully described herein.
- C. The County and RFA now desire to amend the Original Agreement to _____.
- D. [INSERT ANY OTHER PERTINENT RECITALS.]

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the RFA and the County agree as follows:

Section 1. AMENDED TERM

Section 2. AMENDED TERM

Section 3. RATIFICATION

Except as modified by this Amendment, the Original Agreement shall remain in force and effect in accordance with its terms and is hereby ratified and affirmed.

Section 4. EXECUTION IN COUNTERPARTS

This Amendment may be executed in counter parts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the County and District have executed this Amendment as of the day and year first written above.

SOUTH SNOHOMISH COUNTY FIRE &
RESCUE REGIONAL FIRE AUTHORITY

By: _____
Name: _____
Title: _____

SNOHOMISH COUNTY

By: _____
Name: _____
Title: Treasurer

PW13-006G - contract template (RJG v1)

Final Audit Report

2024-08-23

Created:	2024-08-23
By:	Susan Bjorling (sbjorling@southsnofire.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiMRoF5OOTPeJ_8xNn3_g12A1IctXSt4B

"PW13-006G - contract template (RJG v1)" History

-  Document created by Susan Bjorling (sbjorling@southsnofire.org)
2024-08-23 - 3:29:53 PM GMT
-  Document emailed to Bob Eastman (reastman@southsnofire.org) for signature
2024-08-23 - 3:30:05 PM GMT
-  Document emailed to Richard Davis (rdavis@csdlaw.com) for signature
2024-08-23 - 3:30:05 PM GMT
-  Email viewed by Bob Eastman (reastman@southsnofire.org)
2024-08-23 - 3:30:41 PM GMT
-  Signer Bob Eastman (reastman@southsnofire.org) entered name at signing as Robert Eastman
2024-08-23 - 3:31:14 PM GMT
-  Document e-signed by Robert Eastman (reastman@southsnofire.org)
Signature Date: 2024-08-23 - 3:31:16 PM GMT - Time Source: server
-  Email viewed by Richard Davis (rdavis@csdlaw.com)
2024-08-23 - 3:39:27 PM GMT
-  Document e-signed by Richard Davis (rdavis@csdlaw.com)
Signature Date: 2024-08-23 - 4:06:08 PM GMT - Time Source: server
-  Agreement completed.
2024-08-23 - 4:06:08 PM GMT



Adobe Acrobat Sign