

Interlocal Agreement
Between King County and Shoreline Fire Department Regional Fire Authority –
Shoreline Fire Department
for
Reimbursement of County Expenses
Associated with Collection and
Administration of Fire Benefit Charge

This interlocal agreement (the “Agreement”) is made and entered into by King County, Washington, hereinafter referred to as "King County" or the "County" and Shoreline Fire Department Regional Fire Authority - Shoreline Fire Department, also referred herein as the “RFA,” and collectively referred to as the "Parties.” The Parties enter this for the County to provide services to the RFA for billing the RFA's benefit charge to their rate payers, collecting said charges, and transmitting resulting receipts to the RFA in accordance with RCW 52.18.040. In accordance with RCW 39.34.030(4)(a), this Agreement shall be administered by the RFA’s Fire Chief and the King County Finance Director or County designee.

A. PURPOSE:

RCW 52.18.040 requires each fire protection district to contract with the County for administration and collection of the benefit charge and to reimburse the County for expenses incurred by the county treasurer administering the benefit charge for the RFA. The purpose of this agreement is to carry out these statutory requirements for benefit charges between King County and the RFA.

B. AGREEMENT:

1. **Provision of Property Information.**

Annually, upon the request of the RFA’s Fire Chief or its designee, the King County Department of Assessments will supply the RFA’s Fire Chief or its designee, the assessment records for all property located within the RFA. The assessment records will be provided in the same medium and format as other standard extracts of the assessment records.

2. **Fire Benefit Charge Calculation Responsibility.**

The RFA shall be responsible for developing and imposing a benefit charge also known as the “Fire Benefit Charge” in accordance with RCW 52.18.040.

3. **Provision of Benefit Charge Information.**

The RFA shall be responsible for providing the King County Finance and

Business Operations Division (“FBOD”) a copy of the RFA Resolution imposing the benefit charge and the record of the public hearing, on or before November 30th of the year prior to each year in which fire benefit charges as are to be imposed on property within the RFA.

4. Submittal of Benefit Charge Information to the FBOD.

Total benefit charge information as specified in Section 3 above shall be: 1) certified and filed with FBOD on or before November 30th immediately preceding the year in which the benefit charge is to be collected, 2) submitted in an electronic format according to King County specifications, and 3) must be attested to its accuracy.

5. Fire Service Charge Review Board.

FBOD understands under the provisions of RCW 52.18.070, the Board of Fire Commissioners is required, upon written complaint, to conduct a review of a benefit charge to be imposed on a property and may reduce the benefit charge to a true, fair, and just amount. Therefore, the RFA agrees to certify and submit any adjustments to fire benefit charges resulting from a taxpayer appeal/review to FBOD no later than March 30th for rebilling by the County.

6. Billing.

Benefit charge billing to property owners shall be managed by FBOD by including the benefit charges on the annual county property tax statements which will be sent in the manner established by state law and county ordinance. Any benefit charge revenues received by the County will be transferred to the RFA each business day after the receipts are posted.

7. Delinquent and Unpaid Fire Service Charges.

FBOD will maintain and collect charges from prior years on the annual County property tax statement for ten (10) years before sending any uncollectable charges back to the RFA. Consistent with RCW 52.18.030, any delinquent charges shall be collected in the same manner that is used for the collection of fire protection charges for forestlands protected by the department of natural resources under RCW 76.04.610 and the same penalties and provisions for collection shall apply.

8. Administrative and Collection Costs.

Pursuant to RCW 52.18.040, the RFA agrees to pay the County a collection fee equal to one percent (1 %) of all benefit charge revenue collected by the County for the RFA under the terms of this Agreement. The collection occurs twice per calendar year in the months of July and January, basing collections through June 30 and December 31.

King County Treasury will deduct the one percent (1%) collection fee from

receipts collected on behalf of the RFA or send an invoice for immediate payment to any district that is not a member of the County investment pool. The County may, within its sole discretion, change the frequency of the deductions, with at least six (6) months' written notice to the RFA before such change is implemented.

9. Period of Performance.

This Agreement is effective upon execution by both Parties and will remain in party for the following billing year by providing written notice by October 1 of the prior year. In the event of termination, payment will be made by the RFA for work performed by the County until the date of termination.

10. Agreement in Full Force and Effect.

Except as expressly modified herein, all terms and conditions of this Agreement shall remain unchanged and in full force and effect. Waiver of any default shall not be deemed to be waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the parties which shall be attached to the original Agreement.

11. Conflict and Severability.

If any provision of this contract shall be deemed in conflict with any statute or rule of law, such provision shall be deemed modified to be in conformance with said statute or rule of law or removed as unenforceable without invalidating the remaining provisions hereof.

12. Amendment.

This Agreement contains all the terms and conditions agreed upon by the Parties. Any amendments or changes to this agreement must be written and mutually agreed upon by both Parties.

13. Indemnification.

The RFA shall protect, defend, indemnify, and hold harmless King County, its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, judgements, penalties, and/or awards of damages, arising out of or in any way resulting from the RFA's own negligent acts or omissions in connection with its obligations under the terms of this Agreement.

King County shall protect, defend, indemnify, and hold harmless the RFA, its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, judgements, penalties, and/or awards of damages, arising out of or in any way resulting from King County's own negligent acts or omissions in connection with its obligations under the terms of this Agreement.

Each Party agrees that its obligations under this Section 13, extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. If a Party incurs any judgement, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Article, all such fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's culpability. This indemnification shall survive the termination of this Agreement.

14. No Third-Party Liability.

There are no third-party beneficiaries to this Agreement. This Agreement shall not be construed to provide any benefits to or create a cause of action for or on behalf of any third parties.

15. Notice.

Any notice required to be provided to the County or the RFA shall be provided to the following parties at the addresses listed below:

Shoreline Fire Department Regional Fire Authority -
Shoreline Fire Department:

Attn: Matt Cowan, Fire Chief
17525 Aurora Ave N
Shoreline, WA 98133

King County Finance and Business Operations
Division:

Treasury Operations
Attn: Functional Analyst
King County Treasury
201 S Jackson St #710
Seattle, WA 98104-3854

16. Counterparts.

This Agreement may be executed in counterparts.

17. No Waiver.

The failure of either party to insist upon strict performance of this Agreement shall not impact that party's right to insist upon strict performance at a later time.

18. Attorney Review.

The Parties agree that they have had full opportunity to have this Agreement reviewed by legal counsel.

19. Jurisdiction and Venue.

This Agreement shall be construed in accordance with the laws of the state of Washington, and the parties agree the venue shall be in King County, Washington for any dispute arising out of this Agreement.

20. Method of Filing.

This Agreement shall be listed by subject on the County website or other electronically retrievable public source in accordance with RCW 39.34.040.

21. No Agency or Partnership.

Neither party shall be deemed to be an agent of the other during the performance of this Agreement or at any time thereafter except as agreed to in writing by the Parties.

22. Authority to Execute.

The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the Parties are formally bound.

23. Rules of Construction.

Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

24. Supersedes Prior Agreements.

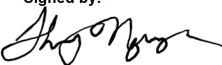
This Agreement shall supersede and replace all prior fire district benefit charge agreements, oral or written, between the County, Northshore Fire District, Shoreline Fire District, and Shoreline Fire Department Regional Fire Authority - Shoreline Fire Department.

[Signatures on following page]

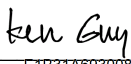
IN WITNESS WHEREOF, the Parties hereto have executed this agreement on this

4th day of December 2025.

Approved as to Form

Signed by:
By: 
6B4C91FDA9BC4CA...
Title: Senior Deputy Prosecuting Attorney

**Finance and Business Operations
Division of the Department of
Executive Services**

DocuSigned by:
By: 
E1B31A6930084C5...
Title: Division Director

Approved as to Form

**Shoreline Fire Department Regional Fire
Authority – Shoreline Fire Department**

DocuSigned by:
By: 
C9F75F0D5ED047D...

Title: Fire Chief