

CONTRACT
for
Reimbursement of County Expenses Associated
With Collection and Administration of Fire District
Benefit Service Charge

This Agreement is made and entered into by King County, Washington, hereinafter referred to as “King County” or “County” and the **Shoreline Fire Department**, hereinafter called the Fire District, collectively referred to as the “Parties” in order for King County to provide services to the Fire District for billing the Fire District’s Fire Benefit Charge to their rate payers, and collecting said charges and transmitting resulting receipts to the Fire District in accordance with RCW 52.18.040.

A. PURPOSE:

RCW 52.18.040 requires each Fire Protection District to contract with the County for administration and collection of the service charge and to reimburse the County for expenses incurred by the County Treasurer administering the fire service charge for the Fire District. The purpose of this agreement is to carry out these statutory requirements.

B. TERMS:

It is Mutually Agreed That:

1. Provision of Property Information

It is agreed that the King County Department of Assessments will supply to the Fire District or its designee, the assessment records for all property located within the Fire District. The assessment records will be provided in the same medium and format as other standard extracts of the assessment records and at the rate specified in King County Information Technology rate ordinance.

2. Fire Service Charge Calculation Responsibility

The Fire District shall be responsible for developing a fire service charge in accordance with the provision of RCW 52.18.040.

3. Provision of Service Charge Information

The Fire District shall be responsible for providing to the King County Finance and Business Operations (FBO) Division a copy of the Fire District Resolution imposing the service charge, on or before November 30th of the year prior to each year in which fire service charges as are to be imposed on property within the Fire District.

4. Submittal of Service Charge Information to the FBO Division

Total service charge information as specified in Item 3 shall be certified and filed with the FBO Division on or before November 30th immediately preceding the year in which the service charge is to be collected. After the benefit charges have been established, the owners of the property subject to the charge shall be notified of the amount of the charge. (RCW 52.18.060).

5. Fire Service Charge Review Board

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

6. Billing

Billing of the fire district fee to property owners shall be managed by the FBO Division by including said charges on the annual County property tax statements which will be sent in the manner established by state law and county ordinance. Receipts will be transferred each business day.

7. Delinquent and Unpaid Fire Service Charges

The FBO Division will maintain and collect charges from prior years on the annual County property tax statement for 10 years before referring any uncollectable charges back to the Fire District. Consistent with RCW 52.18.030, any delinquent charges shall be collected in the same manner by the same procedures as with delinquent general state and county taxes on the same property.

8. Administrative Costs

Pursuant to RCW 52.18.040, the Fire District agrees to pay the County a collection fee equal to one percent (1%) of all FBC revenue collected by the County for the Fire District under the terms of this Agreement. Twice per year (July and January) based upon collections through June 30 and December 31, King County Treasury will deduct the one percent collection fee from receipts collected on behalf of the Fire District, 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, provided written notice is made to the Fire District at least six months before such change is implemented.

9. Period of Performance

This Agreement is effective upon signature by both Parties and will remain in effect until terminated by either party. This Agreement may be terminated by either 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 town for work performed by the County to the date of termination.

10. Effectiveness

This Agreement is a complete expression of the intent of the Parties and any oral or written representations or understandings not incorporated herein are excluded. The Parties recognize that time is of the essence in the performance of the provisions of this Agreement. 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

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.

12. Amendment

This agreement contains all the terms and conditions agreed upon by the parties.

Any amendments or changes to this agreement must be mutually agreed to by both parties and made in writing.

C. INDEMNIFICATION:

Shoreline Fire Department shall protect, defend, indemnify, and save 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 **Shoreline Fire Departments** own negligent acts or omissions in connection with its obligations under the terms of this Agreement. King County shall protect, defend, indemnify, and save harmless **Shoreline Fire Department**, 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 subparagraph 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. In the event that 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.

D. NOTICE:

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

Shoreline Fire Department

17525 Aurora Avenue N

Shoreline, WA 98133

King County Finance and Business Operations Division

Treasury Operations/Attn: Senior Business Analyst

500 Fourth Avenue, Sixth Floor

Seattle, WA 98104-2337

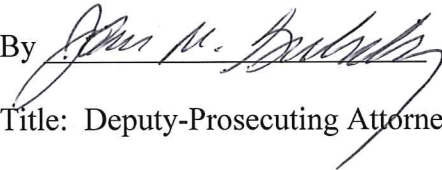
E. COUNTERPARTS:


This Agreement may be executed in counterparts.

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

22 day of February, 2016.

Approved as to Form

By 
Title: Deputy-Prosecuting Attorney

By 
Title: Division Director
Finance and Business Operations Division
of the Department of Executive Services

Approved as to Form

By: _____

Title: _____

FD 4 - Shoreline Fire Department

By: 

Title: Fire Chief