

INTERLOCAL AGREEMENT FOR BENEFIT CHARGE COLLECTION SERVICES

This INTERLOCAL AGREEMENT FOR BENEFIT CHARGE COLLECTION SERVICES ("Agreement"), is made and entered into this 21st day of January, 2024, by and between CHELAN COUNTY, a political subdivision of the State of Washington ("County"), and WENTACHEE VALLEY FIRE DEPARTMENT, a regional fire authority ("WVFD"), pursuant to chapter 39.34 RCW and RCW 52.26.210.

RECITALS

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

B. Pursuant to RCW 52.26.180 the WVFD shall, on an annual basis, fix and impose a benefit charge on personal property and improvements to real property which are located within the jurisdiction of the WVFD

C. Any FBC imposed by the RFA pursuant to chapter 52.26 RCW shall be coordinated with the County Assessor and 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

D. Prior to imposing an FBC under chapter 52.26 RCW, the WVFD 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.

E. In exchange for the administration and collection of the FBC, the WVFD 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 WVFD agree as follows:

1. **Purpose of Agreement.** This Agreement is authorized by and entered into pursuant to chapter 39.34 RCW and RCW 52.26.210. The purpose and intent of this Agreement is for the County and the WVFD to define the process by which the parties will work together to administer and collect any FBC imposed by the WVFD, along with provisions for reimbursement to the County for its actual costs.
2. **Effective Date and Duration.** This Agreement shall be effective on mutual execution. This Agreement shall remain in effect until terminated pursuant to the provisions of Section 15.

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:

Erin Fonville
Chief Deputy
Chelan County Assessor's Office
350 Orondo Suite 206
Erin.fonville@co.chelan.wa.us
509-667-6375

WVFD's Initial Administrator:

Chief Brian Brett
Fire Chief
Wenatchee Valley Fire Department
Brian Brett bbrett@wvfire.org
P.O. Box 2106
Wenatchee, WA 98807-2106
Work: 509-662-4734
Cell: 509-860-3275

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 WVFD on personal and real property accounts within the WVFD boundaries.

5. **WVFD Responsibilities.**

- 5.1. **Calculations of FBC.** The County Assessor's complete assessment roll for all personal and real property records will be available online. To the extent that the WVFD needs additional information from the assessment roll to impose the FBC in accordance with RCW 52.26, the WVFD may contact the County Assessor's Office who will work with the WVFD 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 WVFD, the WVFD 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 Chelan County Code. The WVFD 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 WVFD shall be solely responsible for the

calculations of the FBCs to be imposed on each personal and real property account within the WVFD boundaries.

5.2. **FBC Review Board.** Pursuant to RCW 52.26.250, the WVFD, 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 WVFD 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 WVFD shall provide the County with contact information for the WVFD office to which taxpayer inquiries shall be directed. The County shall publicize this contract information on any Separate FBC Statement. The County shall refer all taxpayer inquiries regarding the FBC to the contract information provided by the WVFD.

6. **County Responsibilities.**

6.1. **Collection.** The County shall collect FBCs from personal and real property account owners within the boundaries of the WVFD 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 Chelan 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 WVFD on a monthly basis; provided, however, that the County may deduct one-half of its annual Administrative Fee from the May disbursement and the other one-half of its Administrative Fee from the November disbursement.

6.3. **Delinquent Accounts.** The County shall provide the WVFD with information about accounts three years delinquent (the "Delinquent Accounts") by the end of each year. The County shall include the delinquent FBC amounts in any collection actions taken against the delinquent account and shall distribute such delinquent accounts when sufficient funds have been paid pursuant to the County collection actions, provided that the FBC past due assessments have been filed as a lien on the property.

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 WVFD 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 WVFD to provide the FBC calculations, (ii) notice of the County's intent to collect FBCs by separate statement, or (iii) the schedule of disbursements, all as described in this Section 5.

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 WVFD. 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 WVFD. 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 WVFD shall only have the right to ensure performance.
9. **Administrative Fee.** The WVFD shall pay the County, for the costs of services provided pursuant to this Agreement one percent (1%) of the FBC collected in Chelan County.
10. **Records.** The County shall maintain accurate time and accounting records related to the Services for a period of six (6) years following final payment.
11. **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. Title 51 immunities remain intact for both parties in all respects. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.
12. **Liability Related to WVFD Ordinances, Policies, Rules and Regulations.** In executing this Agreement, the County does not assume liability or responsibility for or in any way release the WVFD from any liability or responsibility which arises in whole or in part from the existence or effect of WVFD 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 WVFD ordinance, policy, rule, or regulation is at issue, the WVFD shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the WVFD, the County, or both, the WVFD shall satisfy the same, including all chargeable costs and reasonable attorney's fees.
13. **Insurance.**
 - 13.1. 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 part 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.

13.2. 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.

14. **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.

15. **Default and Remedies.**

15.1. **Default.** If either the County or the WVFD 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.

15.2. **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 nondefault Ing party shall have the right to exercise any or all rights and remedies available to it in law or equity.

16. **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 WVFD specifying the termination date. ¶

17. **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.

18. **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.

19. Public Disclosure.

- 19.1. 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 WVFD are needed for the County to respond to a request under the Act, as determined by the County, the WVFD agrees to make them promptly available to the County. If the WVFD 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 WVFD 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 WVFD 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 WVFD (a) of the request and (b) of the date that such information will be released to the requester unless the WVFD obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the WVFD fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.
- 19.2. The County has, and by this section assumes, no obligation on behalf of the WVFD to claim any exemption from disclosure under the Act. The County shall not be liable to the WVFD for releasing records not clearly identified by the WVFD as confidential or proprietary. The County shall not be liable to the WVFD for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

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 Chelan 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 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 WVFD and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.
- 20.13. JDSA Representation. Robert Siderius and Jeffers, Danielson, Sonn and Aylward, PS, has assisted in drafting this Agreement on behalf of the WVFD. Robert

Siderius provides representation to Chelan County on certain labor, employment and natural resources issues. Robert Siderius has not provided representation or counsel to Chelan County for purposes of this Agreement. Chelan County has been represented by civil deputy Sean Lewis. Both the WVFD and Chelan County acknowledge this representation and waive any conflict of interest.

20.14. 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.

20.15. Filing. Pursuant to RCW 39.34.040, this Agreement shall be filed with the Auditor of Chelan County and prior to its entry into force or, alternatively, listed by subject on a Party's website or other electronically retrievable public source.

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

COUNTY:

DATED at Wenatchee, Washington this 21st day of January, 2025.



BOARD OF CHELAN COUNTY COMMISSIONERS

SHON SMITH, CHAIRMAN

KEVIN OVERBAY, COMMISSIONER

BRAD HAWKINS, COMMISSIONER

ATTEST: ANABEL TORRES

Clerk of the Board

WVFD:

Wenatchee Valley Fire Department, a regional fire authority

By *Brian D. Brett*

Name: Brian Brett

Title: Fire Chief