## SNOHOMISH COUNTY COUNCIL PUBLIC HEARING PACKET

## ORDINANCE 21-040 APPROVING AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTERLOCAL AGREEMENT BY AND BETWEEN SNOHOMISH REGIONAL FIRE & RESCUE AND SNOHOMISH COUNTY FOR EVERGREEN STATE FAIR PARK FIRE PROTECTION AND RELATED SERVICES

- ECAF: 2021-0406
- Date/Time: Wednesday, July 21, 2021, at 10:30 a.m.
- Staff Person: Heidi Beazizo
- DPA: Rebecca Guadamud

# **EXHIBIT LIST**

## Click on Exhibit # to view document.

Exhibit #	Date	Exhibit Description
1	6/28/21	Council Staff Report
2	6/25/21	ECAF Received
3	6/28/21	Ordinance Introduction Sheet Signed

1	APPROVED:
2	EFFECTIVE:
3	
4	SNOHOMISH COUNTY COUNCIL
5	Snohomish County, Washington
6	
7	ORDINANCE NO. 21-040
8	
9	
10	APPROVING AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN
11	INTERLOCAL AGREEMENT BY AND BETWEEN SNOHOMISH REGIONAL FIRE &
12	RESCUE AND SNOHOMISH COUNTY FOR EVERGREEN STATE FAIR PARK FIRE
13	PROTECTION AND RELATED SERVICES
14	
15	
16	WHEREAS, it is necessary to provide for the public health, safety and welfare of
17	the citizens coming to the Evergreen State Fair Park for the various year-round activities
18	and Evergreen State Fair; and
19	
20	WHEREAS, adequate provisions for the public health, safety and welfare
21	requires the provision of fire and emergency response services; and
22	
23	WHEREAS, the County Fair Park does not pay property taxes, thus necessitating
24	a services agreement with Snohomish County Regional Fire & Rescue for fire protection
25	services.
26	WUEDEAS, fire protection and emorgeney response convises can be provided in
27	WHEREAS, fire protection and emergency response services can be provided in
28	a cost-effective manner by the Snohomish County Regional Fire & Rescue; and
29 30	WHEREAS, the Department of Conservation and Natural Resources,
30 31	Fairgrounds Management, and the Executive recommend approval of an Interlocal
32	Agreement between Snohomish Regional Fire & Rescue and Snohomish County to
33	provide these services;
33 34	provide triese services,
35	NOW, THEREFORE, BE IT ORDAINED, the County Council hereby approves
36	and authorizes the County Executive to execute the an Interlocal Agreement with
37	Snohomish Regional Fire & Rescue in substantially the form as the attached Exhibit A.
38	
39	

ORDINANCE NO. 21-040 INTERLOCAL AGREEMENT WITH SNOHOMISH REGIONAL FIRE & RESCUE

PASSED this day of	, 20
	SNOHOMISH COUNTY COUNCIL
	Snohomish County, Washington
ATTEST:	Chairperson
ATTEST.	
	_
Clerk of the Council	
() APPROVED	
( ) APPROVED ( ) EMERGENCY	
() VETOED	
	DATE:
	County Executive
ATTEST:	
	_
Approved as to form only:	
Approved as to form only.	
Rebecca J. Guadamud 06-21-2021	

## INTERLOCAL AGREEMENT BETWEEN SNOHOMISH REGIONAL FIRE & RESCUE FOR FIRE PROTECTION CONTROL AND EMERGENCY SERVICES

This INTERLOCAL AGREEMENT BETWEEN SNOHOMISH REGIONAL FIRE & RESCUE FOR FIRE PROTECTION CONTROL AND EMERGENCY SERVICES (this "Agreement"), is made and entered into this 24th day of March, 2021, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and SNOHOMISH REGIONAL FIRE & RESCUE, a Washington municipal corporation (the "District"), pursuant to Chapter 39.34 RCW and RCW 52.30.020.

#### RECITALS

A. The District is organized and equipped to provide fire protection services within its boundaries.

**B.** The County is the owner of real and personal property located within the boundaries of the District commonly known as the Evergreen State Fair Park.

C. Pursuant to this Agreement and Chapter 39.34 RCW, the County wishes to contract for fire protection control and emergency services from the District for the Evergreen State Fair Park, and the District wishes to provide such services to the County at the Evergreen State Fair Park; and

#### 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 District agree as follows:

#### 1. Purpose of Agreement.

This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW and RCW 52.30.020. The purpose and intent of this Agreement is to provide adequate systems of fire protection control and emergency services for the benefit of public health, safety, and welfare at the Evergreen State Fair Park.

#### 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; however, upon such effect, the actions and obligations set forth herein shall be deemed to have commenced on January 1, 2021. This Agreement shall remain in effect through December 31, 2021, unless earlier terminated pursuant to the provisions of Section 12 below, PROVIDED HOWEVER, that each party's obligations after December 31, 2021, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

#### 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:

Tom Teigen Parks Director Snohomish County Department of Conservation and Natural Resources 14405 – 179<sup>th</sup> Avenue SE Monroe, WA 98272 360-805-6700 **District's Initial Administrator:** 

Leah Schoof Business Administrator Snohomish Regional Fire & Rescue 163 Village Court Monroe, WA 98272 360-794-7666

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

#### 4. <u>Scope of Services.</u>

4.1 <u>Fire Protection Services Generally.</u> The District shall furnish fire protection and related services to the Evergreen State Fair Park. The extent of such services shall be equivalent to the extent of personnel and services of the District reasonably available under any given circumstance taking into consideration the demands in existence of such time and shall not be less than services that would be provided to other properties within the District under such circumstances.

4.2 <u>Fire Protection Services During the Fair.</u> The District shall provide a First Aid Station and Emergency Services during the Evergreen State Fair.

4.3 <u>Additional Services.</u> The Fire District shall provide additional services to the Evergreen State Fair Park as listed on Schedule A attached hereto and by this reference incorporated herein

#### 5. Fees, Invoicing, and Payment.

5.1 <u>Base Fee.</u> The County shall pay the District an annual fee (the "Base Fee") in the amount of \$72,028.82. This Base Fee shall be effective until December 31, 2021. The Base Fee includes \$35,515.44 for year-round fire protection services and \$36,512.86 for fair services and first aid for the Evergreen State Fair as outlined in Schedule A. Base Fee amounts listed in this Section 5.1 are based on the hours outlined on Schedule A for staffing the First Aid Station, providing extra coverage for rodeo, and attending daily morning safety meetings. The County shall pay the Base Fee in quarterly payments to the District in advance of the quarter for which services are to be rendered. The County shall pay each quarterly payment by the latest of the following dates: (i) the first day of the quarter for which services are to be rendered, or (ii) thirty (30) days after receipt of a bill from the District. All bills shall be sent by the District to the Office of the Fair Park Manager at the address of the County's Administrator.

5.2 Additional Hours. If the County requests additional hours over and above the hours outlined on Schedule A in any calendar year, the District will bill the County at an hourly rate which includes the cost of all personnel, services, equipment, medical supplies, and materials. This hourly rate shall be \$92.77 for calendar year 2021. Total cost for these additional services shall not exceed a maximum of \$1000.00 without prior written approval by the County. The District shall invoice the County for any such additional hours, and the invoice shall include an itemization of the dates on which those additional services were provided including the number of hours and a brief description of the services performed on each such date. The County will pay such invoices within thirty (30) days of receipt.

5.3 <u>Reductions to Hours.</u> If the County, in its sole discretion, reduces the hours scheduled for the Evergreen State Fair by more than five (5) hours, the Base Fee will be reduced accordingly by \$92.77 per hour per staff member for the modified schedule. The County shall provide written notice of its intent to reduce the Evergreen State Fair hours at least thirty (30) days prior of the event.

5.4 <u>Increases to Square Footage</u>. If County adds new square footage to buildings or structures resulting in an increase in the total square footage beyond the current 347,780 square feet, the parties agree to negotiate in good faith to reassess the charges relating to this Agreement. In the event the parties are unable to agree upon reassessment of charges, then either party may terminate this Agreement upon ninety (90) days written notice.

5.5 <u>Recordkeeping</u>. The District shall maintain adequate records to support billings. The records shall be maintained by the District for a period of six (6) years after completion of this Agreement. The County, or any of its duly authorized representatives, shall have access to books, documents, or papers and records of the District relating to this Agreement for purposes of inspection, audit, or the making of excerpts or transcripts.

6. <u>Independent Contractor</u>. The District will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. The District shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the District and not the County. The District has the express right to direct and control the District's activities in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance.

## 7. Indemnification/Hold Harmless.

Except in those situations where the Parties have statutory or common law immunity for their actions and/or inactions and to the extent permitted by state law, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify the other Party, its officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever including attorney's fees) arising out of or in any way resulting from such Party's own negligent acts, errors, or omissions or willful misconduct related to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection 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 act provisions of Title 51 RCW.

#### 8. Liability Related to District Ordinances, Policies, Rules and Regulations.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the District from any liability or responsibility which arises in whole or in part from the existence or effect of District 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 District ordinance, policy, rule or regulation is at issue, the District shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the District, the County, or both, the District shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

#### 9. Compliance with Laws.

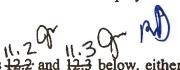
In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.

#### 10. Default and Remedies.

10.1 <u>Default</u>. If either the County or the District 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 twenty (20) 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 twenty (20) day period, then the non-performing party shall not be in Default if it commences cure within said twenty (20) day period, and thereafter diligently pursues cure to completion.

10.2 <u>Remedies</u>. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 11.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

#### 11. Early Termination.



11.1 <u>30 Days' Notice</u>. Except as provided in Sections 12.2 and 12.3 below, either party may terminate this Agreement at any time, with or without cause, upon not less than one hundred twenty (120) days advance written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate. If this Agreement is so terminated, the

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND SNOHOMISH REGIONAL FIRE & RESCUE FOR FIRE PROTECTION CONTROL AND EMERGENCY SERVICES parties shall be liable only for performance rendered or fees owed in accordance with the terms of this Agreement prior to the effective date of termination. In determining the fees owed by the County, the Base Fee shall be prorated to the date of termination.

11.2 <u>Lack of Funding</u>. This Agreement is 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, this Agreement may be terminated by either party immediately by delivering written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

11.3 <u>Termination for Breach.</u> In the event either party commits a Default as described in Section 11, the non-breaching party may terminate this Agreement immediately by delivering written notice to the breaching party.

## 12. 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 may be referred for mediation to a mediator mutually selected by the parties. If mediation is not successful or if a party waives mediation, 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.

#### 13. 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.

#### 14. Miscellaneous.

14.1 <u>Entire Agreement: Amendment</u>. 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 executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced. 14.2 <u>Conflicts between Attachments and Text</u>. 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.

14.3 <u>Governing Law and Venue</u>. 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.

14.4 <u>Interpretation</u>. 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.

14.5 <u>Severability</u>. 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.

14.6 <u>No Waiver</u>. 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.

14.7 <u>No Assignment</u>. 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.

14.8 <u>Warranty of Authority</u>. 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.

14.9 <u>No Joint Venture</u>. 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.

14.10 <u>No Separate Entity Necessary</u>. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

Ownership of Property. Except as expressly provided to the contrary in this 14.11 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.

No Third Party Beneficiaries. This Agreement and each and every provision 14.12 hereof is for the sole benefit of the District and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

Execution in Counterparts. This Agreement may be executed in two or more 14.13 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:** 

#### **DISTRICT:**

Snohomish County, a political subdivision of the State of Washington

Snohomish Regional Fire & Rescue

By\_

Name: Title:

Bv Name:

Approved as to Form:

Rebecca J. Guadamud 03-30-21

**Deputy Prosecuting Attorney** 

Appro ed as to Fo Fire District

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INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND SNOHOMISH REGIONAL FIRE & RESCUE FOR FIRE PROTECTION CONTROL AND EMERGENCY SERVICES

7 of 9

#### **Schedule A - Services**

In mutual cooperation and coordination with Snohomish County Fire Marshal's Office and Evergreen State Park staff, District services delivered under this Agreement include the following:

1. The following "Building and Grounds Services" will be provided year-round with recommendations submitted to the County Fire Marshal and Fair Park Facilities Manager:

- a. Annual facility fire and life safety inspections and on-site review
- b. Review of fire protection systems
- c. Review of emergency access and egress, fire lanes, and fire protection equipment
- d. Fire protection equipment (e.g. fire hydrants, etc.) readiness review

2. With the exception of pre-incident planning activities, which will occur as necessary and necessarily on year-round or annual basis, the following "Safety Services" will be provided year-round with recommendations submitted to the County Fire Marshal and Fair Park Facilities Manager:

- a. Fire and life safety inspections and on-site review
- b. Liaison with County Fire Marshal Office, Washington State Labor & Industries, and Snohomish County Public Utilities District
- c. Unified Incident Command member of the Fair's Emergency Action Team (FEAT), with joint responsibilities to include attending safety meetings and emergency response table tops, review and updating of Emergency Action Plan, and review and updating of Incident Radio Communications Plans

3. Personnel and equipment to train Fair Park staff in the following areas upon request at a mutually agreeable time and tailored as requested by the County:

- a. American Heart Association CPR, AED and First Aid Training, or similar, for up to 90 employees or volunteers
- b. Fire extinguisher use
- c. Fire safety, including emergency evacuation planning
- d. Fire sprinklers

4. First Aid Station and Services during the Evergreen State Fair as follows:

- a. Comprehensive uniformed first aid services and emergency medical services supervised by authorized EMS Supervisors as follows:
  - i. All first aid providers shall have documented pre-hospital emergency medical skill levels with at least one certified EMT-B on duty at all times;
  - ii. General ambulance services (ambulance may be stationed at the District Fire Station or on the fairgrounds as determined by the District); and
  - iii. Rodeo ambulance services to include one ambulance stationed at the rodeo site that is EMT-B equipped during rodeo operation.
- b. Except for those items provided by County as described below, the District shall be responsible for providing all medical supplies, equipment and related accessories (including cart, blankets, pillows, pans, etc.), that are necessary and required in the judgment of the District to outfit the first aid facility;

- c. In aid of the services performed by the District during the Evergreen State Fair, the County shall provide the following:
  - i. A central aid station (with internal restroom, air conditioner, and quiet room)
  - ii. Beds or cots
  - iii. Telephone service lines
  - iv. If applicable, radios for communication with security personnel and other key Fair Park personnel
- d. Supervisor or designee shall attend daily safety meetings and review of the Fairgrounds
- e. First Aid Station and Services shall be provided during the following hours for calendar year 2021:

Day	Date	First Aid	Fair Public	Carnival Hours
		Station Times	Hours	
Daily	Aug 26 – Sep 3*	9am – 9:30am	Supervisor - Dail	y Safety Meetings
Thursday	August 26	10am - 11pm	10am - 10pm	11am - 11pm
Friday	August 27	10am – 12am	10am - 10pm	11am - 12Midnight
Saturday	August 28	10am - 12am	10am - 10pm	11am – 12Midnight
Sunday	August 29	10am - 11pm	10am - 10pm	11am - 11pm
Monday 💦	August 30	10am - 11pm	10am - 10pm	11am - 11pm
Tuesday	August 31	10am - 11pm	10am - 10pm	11am - 11pm
Wednesday	September 1	Closed	Closed	Closed
Thursday	September 2	10am – 11pm	10am - 10pm	11am-11pm
Friday	September 3	10am - 12am	10am - 10pm	11am - 12Midnight
Saturday	September 4	10am – 12am	10am - 10pm	11am - 12Midnight
Sunday	September 5	10am - 12am	10am - 10pm	11am – 12Midnight
Monday	September 6	10am – 8pm	10am – 7pm	11am – 7pm

(\* Except Sept 1 we are closed)

Coverage for Rodeo (3-days only):

Friday	September 3	6:30 pm - 10:00 pm
Saturday	September 4	6:30 pm - 10:00 pm
Sunday	September 5	6:30 pm - 10:00 pm

			SNOHOMISH COUNTY COUNCIL
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		Snohomish County Council	FILE ORD. 21-040
Committee:	Operations <b>21</b> -0406	Analyst	: Heidi Beazizo
ECAF: Proposal:	Ord. 21-0406	Date:	June 28, 2021

## **Consideration**

The Executive's Office requests Council consider approving proposed Ordinance 21-040 which would approve an interlocal agreement with Snohomish County Fire Protection District No. 7 for fire protection and emergency response services at the Evergreen State Fairgrounds.

## **Background**

The Evergreen State Fairgrounds is located within Fire Protection District #7 ("District"). The County does not pay property tax on the Fairgrounds, therefore, this interlocal agreement is a way to pay the District to provide fire and emergency services to county-owned property and the activities that take place there. Our current agreement with the District expired on December 31, 2020.

## Current Proposal

*Scope:* Ordinance 21-040 would authorize the Executive to sign a new interlocal agreement with the District. Under the agreement, the District would provide fire protection and emergency response services at the Fairgrounds. Schedule A details the specific scope of service Fire District 7 shall provide.

*Duration:* One (1) year term from January 1, 2021 to December 31, 2021. Termination is allowed with 120-days notice.

*Fiscal Implications:* The County would pay the District \$35,515.44 for year-round fire protection and \$36,512.86 for fair services. Total of \$72,028.82 for 2021. If additional hours are requested by the County beyond those agreed to in Schedule A, the County will pay an hourly rate of \$92.77 for 2021 with total additional costs not to exceed \$1,000.

## 2021 Budget: YES

Future Budget Impacts: Unknown for future years

Handling: EXPEDITE.

Approved-as-to-form: YES.

Risk Management: APPROVE.

Executive Recommendation: APPROVE.

**Analysis:** This ordinance is consistent with prior actions.

Attachments: NONE

Amendments: NONE

**<u>Request:</u>** Assign to COW at Admin on July 6 to set time and date for a July 21 public hearing. Following receipt of public testimony, consider taking action on proposed ordinance 21-040 or provide other direction to staff.

Snohomish County Council



SNOHOMISH COUNTY COUNCIL

EXHIBIT # 2

FILE ORD. 21-040

Legislation Text

#### File #: 2021-0406, Version: 1

## **Executive/Council Action Form (ECAF)**

#### ITEM TITLE:

Ordinance 21-040, approving and authorizing the County Executive to Execute an Interlocal Agreement by and between Snohomish Regional Fire & Rescue and Snohomish County for Evergreen State Fair Park Fire Protection and Related Services.

**DEPARTMENT:** Department of Conservation and Natural Resources

**ORIGINATOR:** Jana Notoa

#### **EXECUTIVE RECOMMENDATION:** Approve

**PURPOSE:** This Agreement is to cover fire protection and emergency response services for the public health, safety and welfare of the Fairgrounds property and citizens attending year-round activities and the annual Evergreen State Fair

**BACKGROUND:** As early as 1991, an Interlocal Agreement with Snohomish County Fire Protection District was approved to provide needed emergency fire and first-aid response services to the Evergreen State Fairgrounds for its annual operations. The Fairgrounds property is located within the boundaries of Fire Protection District No. 7. The County Fairgrounds does not pay property taxes, thus this Interlocal Agreement covers Fire Protection District No. 7 costs of providing the services. An Interlocal Agreement is the most economical and efficient means in providing fire and emergency services to County owned property and activities. This Agreement is for one-year commending on January 1, 2021 and ending on December 31, 2021. Cost of the Agreement for 2021 is \$35,515.44 for year-round fire protection and \$36,512.86 for fair services and first aid during the annual Evergreen State Fair totaling \$72,028.82 for 2021

#### FISCAL IMPLICATIONS:

EXPEND: FUND, AGY, ORG, ACTY, OBJ, AU	CURRENT YR	2ND YR	1ST 6 YRS
002-5095414116	72,028.82		
TOTAL			

REVENUE: FUND, AGY, ORG, REV, SOURCE	CURRENT YR	2ND YR	1ST 6 YRS

File #: 2021-0406, Version: 1					
				]	
TOTAL					

**DEPARTMENT FISCAL IMPACT NOTES:** Sufficient funds are currently available in the budget to cover the 2021 expense for this agreement

## CONTRACT INFORMATION:

ORIGINAL	Х	CONTR	ACT#	AN	/OUNT	\$72,028.82
AMENDMENT			ACT#	AN	IOUNT	
Contract Period	1					
ORIGINAL		START	01/01/2021	END	12/31/2	2021
AMENDMENT		START		END		

**OTHER DEPARTMENTAL REVIEW/COMMENTS:** Approved as to form by PA (Rebecca Guadamud) Approved/Reviewed by Finance and Risk

## ECAF NO.: ECAF RECEIVED:

# ORDINANCE INTRODUCTION SLIP

EXHIBIT # 3

**SNOHOMISH COUNTY COUNCIL** 

FILE ORD. 21-040

TITLE OF PROPOSED ORDINANCE:

Clerk of the Council

TO:

	Menon	
	Councilmember	Date
Clerk's Action:	Proposed Ordinance	e No
Assigned to:	Da	ate:
STANDING COMMI	TTEE RECOMMENDA	ΓΙΟΝ FORM
On, the Comm	ittee considered the item and	by Consensus /
Yeas and Nays, made the	following recommendation:	
Move to Council to schedule pu	blic hearing	
Public Hearing Date	at	
Move to Council as amended to	schedule public hearing	
Move to Council with no recon	nmendation	
This itemshould/should in (Consent agenda may be used for routine in discussion at General Legislative Session)	<b>▲</b>	0

This item \_\_\_\_\_should/\_\_\_\_should not be placed on the Administrative Matters Agenda (Administrative Matters agenda may be used for routine action to set time and date for public hearings)

Committee Chair