

### PUBLIC SAFETY COMMITTEE & COMMITTEE OF THE WHOLE MEETING AGENDA

Monday, January 06, 2025, at 5:00 PM Snoqualmie City Hall, 38624 SE River Street & Zoom

### **COMMITTEE MEMBERS**

Chair: Rob Wotton

Councilmembers: Cara Christensen and Catherine Cotton

This meeting will be conducted in person and remotely using Zoom.

**Join by Telephone:** To listen to the meeting via telephone, please call **253.215.8782** and enter Webinar ID **836 4577 2692** and Password **1700040121** if prompted.

Press \*9 to raise your hand to speak. Raising your hand signals the meeting moderator that you have a comment. Press \*6 to mute and unmute.

Join by Internet: To watch the meeting over the internet via your computer, follow these steps:

- 1) Click this link
- 2) If the Zoom app is not installed on your computer, you will be prompted to download it.
- If prompted for Webinar ID, enter 836 4577 2692; Enter Password 1700040121
- 4) Please confirm that your audio works prior to participating.

### **CALL TO ORDER & ROLL CALL**

### **AGENDA APPROVAL**

PUBLIC COMMENTS (online public comments will not be taken).

### **MINUTES**

1. Approval of the minutes dated December 2, 2024.

### **AGENDA BILLS**

- 2. **AB25-004**: Interlocal Agreement for Fire Garage Consortium.
- 3. AB24-120: Interlocal Agreement Renewal with King County for Jail Services.
- 4. AB25-002: Amendment to the 2019 North Bend Interlocal Agreement for Police Services
- 5. **AB25-005**: Snoqualmie Fire Department 2025-2030 Strategic Plan.

### **DISCUSSION**

### **NEW BUSINESS**

### ITEMS FOR FUTURE DISCUSSION

### **ADJOURNMENT**



# PUBLIC SAFETY COMMITTEE & COMMITTEE OF THE WHOLE MEETING MINUTES DECEMBER 2, 2024

This meeting was conducted in person at Snoqualmie City Hall and remotely using Zoom.

CALL TO ORDER & ROLL CALL - Chair Rob Wotton called the meeting to order at 5:00 pm.

Committee Members: Councilmembers Rob Wotton, Cara Christensen, and Catherine Cotton were present.

Mayor Katherine Ross appeared at 5:02 pm.

### **City Staff:**

Mike Chambless, City Administrator; Dena Burke, City Attorney; Brian Lynch, Police Chief; Gary Horejsi, Police Captain; Mike Bailey, Fire Chief; Deana Dean, City Clerk; and Andrew Jongekryg, IT Support.

**AGENDA APPROVAL** - The agenda was approved as presented.

**PUBLIC COMMENTS** – There were no public comments.

### **MINUTES**

1. The minutes dated November 18, 2024, were approved as presented.

AGENDA BILLS - There were no agenda bills.

### **DISCUSSION**

2. Comprehensive Emergency Management Plan. Discussion led by Fire Chief Bailey who spoke to where the department is in the process, feedback from the state, timeline, and next steps. This item will be brought to the Public Safety Committee in January 2025 with the intent to get it approved by the end of January. Committee comments and questions followed. Chief to provide committee with the draft that was submitted to the state and the list of recommendations.

**NEW BUSINESS** – There was no new business.

**ITEMS FOR FUTURE DISCUSSION** – There were no items for future discussion.

### **ADJOURNMENT**

The meeting was adjourned at 5:15 pm.

Minutes taken by Deana Dean, City Clerk.
Recorded meeting audio is available on the City website after the meeting.
Minutes approved at the \_\_\_\_\_\_ Public Safety Committee Meeting

Public Safety Committee & Committee of the Whole Meeting Minutes December 2, 2024

Page 1



## BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

AB25-004 January 13, 2025 Committee Report

### **AGENDA BILL INFORMATION**

TITLE:	AB25-004: Interlocal Agreement for Fire Garage Consortium				☐ Discussion Only		
PROPOSED	Mov	e to approve the Interlo	cal Agreem	ent for the Fire G	arage		
ACTION:		sortium and authorize th	_		Ū	☐ Ordinance	
			-			☐ Resolution	
REVIEW:	Dep	artment Director	Mike Baile	έλ	12/16	/2024	
	Fina	nce	Janna Wa	ker	12/18	/2024	
	Lega	al	Dena Burke 12/		12/18	18/2024	
	City	Administrator	Mike Chambless Click of		or tap to enter a date.		
DEPARTMENT:	Fire						
STAFF:	Mike	e Bailey, Fire Chief					
COMMITTEE:	Publ	ic Safety		COMMITTEE DA	TE: Jan	uary 6, 2025	
EXHIBITS:	<ol> <li>Current Fire Garage Consortium ILA (redlined)</li> <li>Fire Garage Consortium ILA (clean copy)</li> </ol>						
		AMOUNT OF EXPENDI	TURE	\$ n/a			
		AMOUNT BUDGETED		\$ n/a			
		APPROPRIATION REOL	JESTED	\$ n/a			

### **SUMMARY**

### **INTRODUCTION**

The Snoqualmie Fire Department participates in the Fire Garage Consortium. The Consortium is governed by an Interlocal Agreement (ILA) signed by all participating agencies. The ILA has been updated and revised in 2024, and all participating members are asked to approve the new ILA in order to continue as a member of the Consortium.

### **LEGISLATIVE HISTORY**

Previous ILA was signed by Snoqualmie in January 2020.

### **BACKGROUND**

The Fire Garage is a consortium of partner agencies that are guided by an administrative board made up of the fire chiefs who participate in the program. Puget Sound Regional Fire Authority is the lead agency for the consortium, and employees assigned to the fire garage are Puget Sound Regional Fire Authority employees. The Fire Garage has serviced the fire engines and aid cars for the Snoqualmie Fire Department since 2020. The Fire Garage provides mobile as well as in shop service for the department vehicles by mechanics who are

emergency vehicle technicians (a special certification for the mechanics who work on emergency vehicles). The Fire Garage is a division of Puget Sound Fire Authority, which is accredited by the Commission on Fire Accreditation International, ensuring they meet the same standards as our fire department.

The administrative board of the Fire Garage is recommending administrative changes and updates to the current ILA. The changes serve to clarify the roles and responsibilities of the board and the Fire Garage Chief as well as the operation of the Fire Garage. The recommended changes are provided in exhibit 1 in red line form for clarity. The Snoqualmie Fire Chief is a member of the administrative board and supports and recommends the identified updates.

### **ANALYSIS**

The Fire Garage has provided excellent service the fire department since they joined in 2020. The mechanics are well trained to provide emergency vehicle repair and service, and the administrative board has provided adequate oversight and direction for the garage. As part of an accredited agency, the Fire Garage has shown that they are committed to excellence and improvement and are dedicated to metric and data driven evaluation and growth.

At this time there is no other local alternative to the Fire Garage Consortium that makes sense financially or practically for the fire department.

The recommendation is to sign the updated ILA and to continue as a member of the Fire Garage Consortium.

### **BUDGET IMPACTS**

Administration recommends approving the ILA with the Fire Garage Consortium. The ILA revisions do not appear to change the parameters and methodology for determining the amount the City expects to pay. These expenditures are budgeted for and paid within the Equipment Repair & Replacement Fund (#501).

### **NEXT STEPS**

Approve AB25-134 Fire Garage Consortium ILA and forward to the Fire Garage for implementation.

### **PROPOSED ACTION**

Move to approve the Interlocal Agreement for the Fire Garage Consortium and authorize the Mayor to sign.

### **<u>Draft</u>** Fire Garage Consortium (Interlocal Agreement)

This agreement is made and entered into by and between the undersigned municipal corporations, collectively referred to as "Agency" or "Agencies."

#### RECITALS

- This agreement is entered into in conformity with chapter 39.34 RCW, the Interlocal Cooperation
  Act.
- The Agencies currently each maintain and operate their own fire departments to provide emergency responder services, including fire protection, fire suppression, emergency medical services and non-emergent medical care in their respective areas.
- 3. It is recognized that the Agencies have staffs that are performing similar tasks on a daily basis and that have varied talents, skills, and expertise; and by allowing the staffs to coordinate and collaborate, the skills and abilities of the individuals could be used in a manner that increases the efficiency of each Agency's vehicle maintenance needs.
- **4.** The Agencies desire to coordinate and centralize the common vehicle maintenance needs of the Agencies to reduce duplication of effort and expenses where feasible, to increase efficiencies and to gain the benefit of economies of scale for all participating Agencies.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and benefits contained herein, it is agreed between the Agencies as follows:

Purpose and Scope of Agreement. The purpose and scope of this Agreement is to formally continue, an administrative entity under the provisions of RCW 39.34.030(3) to be known as the Fire Garage Consortium "Fire Garage" to implement a cooperative vehicle maintenance division that serves each Agency according to its needs. Each Agency shall retain full authority for and jurisdiction over fire protection, prevention and suppression, emergency medical services, boundaries, elections, and budgets and all other matters not specifically addressed in this Agreement.

### 2. DEFINITIONS.

- 2.1. "Apparatus" shall include aerials, pumpers, tenders, aid cars, and support units, or any other fire safety or emergency equipment designated by the parties.
- **2.2.** "Preventative Maintenance and Repair" means those items of work specified by the Apparatus manufacturer as maintenance, preventative maintenance, or scheduled replacement or repairs at the frequencies specified by the manufacturer and as indicated in the scope of work established in **Exhibit B** "Scope of Work."

Fire Garage Consortium Interlocal Agreement—Page 1

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### 3. Governing Structure of the Fire Garage

#### 3.1. Administrative Board.

- (a) The Administrative Board shall be composed of the Fire Chief of each Agency to this Agreement. The Administrative Board shall be responsible for:
  - (i) Overseeing administration of the fiscal arrangements as set forth in this Agreement;
  - (ii) Review and provide guidance on policies, organizational goals and strategic planning for the Fire Garage, including the admission/withdrawal of member agencies.
  - (iii) Review the performance of the Fire Garage Chief and provide feedback to the PSRFA Fire Chief on an annual basis.
  - (iv) Communicating with the governing bodies of the Agencies to this Agreement.
- The Administrative Board shall meet a minimum of once a year. Members of the Administrative Board shall elect by majority vote, after nominations at the first board meeting, a Chief to serve as presiding officer of the Administrative Board. The Chair shall serve a two-year term. The Chair shall serve as presiding officer at board meetings, and work with the Fire Garage Chief to schedule the meetings of the Administrative Board and to prepare the agenda for board meetings. In the event a Chair is unable or unwilling to complete his or her term, nominations shall be accepted by the Administrative Board for a replacement Chair, who shall be elected by majority vote of the board and who shall complete the term of the resigning Chair. Each Chief shall have an equal vote on matters that come before the Administrative Board. Any decisions of the Administrative Board that involve the expenditure or obligation of an Agency's funds shall constitute a recommendation to the governing bodies of the Agencies and shall not be effective until the governing bodies of each Agency have approved such recommendation.

### (c) Exclusion of Hiring and Firing Powers

- (i) While the Administrative Board retains oversight responsibilities, it shall not have the authority to directly hire, terminate, or discipline any employees of the Fire Garage, including but not limited to the Fire Garage Chief.
- (ii) The Administrative Board may, in the course of its oversight duties, make recommendations to the PSRFA Fire Chief regarding personnel matters, including hiring, firing, or restructuring. Such recommendations are advisory only and not binding upon the PSRFA Fire Chief.
- (d) In the event of a disagreement between the Administrative Board and the PSRFA Fire Chief regarding personnel decisions or other matters, the Board may request a formal review process in a form as agreed upon by both parties.

Fire Garage Consortium Interlocal Agreement—Page 2

**Deleted:** <#>Directing, guiding and overseeing the actions of the Fire Garage Chief.¶

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### 3.2. Joint Decision Making

(a) Joint decision-making shall be exercised through the Administrative Board and shall apply only to those areas specifically identified by this Agreement. The Administrative Board shall make joint decisions using the following procedure. Joint decisions shall only be made at a meeting of the Administrative Board attended by a quorum of Agency representatives. A majority of the currently appointed Agency representatives shall constitute a quorum. Joint decisions shall be made by a majority vote. A Chief unable to attend a meeting may vote by proxy by either sending a designated representative or by notifying the Administrative Board of the Chief's vote via email or fax prior to the meeting or by providing a written proxy to another Chief attending the meeting.

3.3. Fire Garage Chief

- (a) The Fire Garage Chief shall be a <u>Puget Sound Fire Deputy Chief</u>, and be responsible for the following:
  - (i) Recommending annual goals and objectives to the Administrative Board;
  - (ii) Recommend staffing requirements, job descriptions. and organizational structure of the fire garage
  - (iii) Assist Agencies in developing an annual Preventative Maintenance and Repair and Fire Garage staffing budgets.
  - (iv) Develop, recommend and assist with the procurement of Apparatus as needed to meet the needs of individual Agencies.
  - (v) Performing such other tasks as directed by the Administrative Board.
- 4. **Fire Garage Employees.** The Administrative Board, by majority yote, shall approve the total number of employees necessary for the operation of the Fire Garage based on the recommendations of the Fire Garage Chief. The Administrative Board may approve filling needed positions by contracting with Agencies for the use of Agency personnel under the terms established in **Exhibit A**.
- 5. Central Garage Facilities. Puget Sound Regional Fire Authority currently owns a repair facility in a centralized location that the Agencies may use for the Preventative Maintenance and Repair services provided by the Fire Garage. Additional sites may also be used and will be identified in Exhibit C as modified from time to time by the Administrative Board.

### 6. FIRE GARAGE RESPONSIBILITIES.

6.1. The Fire Garage shall be responsible for performing Preventative Maintenance and Repair of Apparatus covered under the terms of this Agreement. On request of an Agency, and provided the Fire Garage has qualified personnel available, the Fire Garage may pick up or deliver Apparatus from or to the requesting agency. Pickup and delivery services shall be billed to the Agency as an Extra Charge at the Fire Garage personnel's regular rates for the time incurred.

Fire Garage Consortium Interlocal Agreement—Page 3

**Deleted:** <#>This Agreement does not alter the current command structure or organizational responsibilities of any Agency. However, this Agreement will allow for joint decision-making by the Administrative Board to

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- **6.2.** If an Agency does not make the Apparatus available at the frequency required by the equipment manufacturer, the Fire Garage is not responsible or liable for any adverse condition related to Preventative Maintenance or Repair.
- **6.3.** If the parties agree that it is warranted, the Fire Garage staff may place Apparatus out of service for safety reasons and is authorized to keep the Apparatus out of service until safety repairs are properly completed.
- **6.4.** Routine maintenance and repair work will be scheduled during the Fire Garage normal work period, which is 6:30 a.m. to 4:00 p.m., Monday through Friday except for holidays.
- **6.5.** With authorization by the Agency, the Fire Garage may provide emergency services, and services, maintenance, repairs and modifications beyond Preventative Maintenance and Repair, if the Fire Garage determines that it has adequate time and resources.

### 7. AGENCY RESPONSIBILITIES.

- 7.1. The Agency is responsible to ensure that its Apparatus meet safety requirements based on manufacturer's recommendations, and all applicable local, state, and federal laws, rules, and regulations.
- **7.2.** The Agency may coordinate with the fire garage to perform minor maintenance and upkeep on its Apparatus.
- **7.3.** The Agency is responsible for delivering its Apparatus to the appropriate Fire Garage work site
- **7.4.** The Agency will not permit work on its Apparatus by other maintenance personnel that are not authorized to perform the work by the manufacturer and Fire Garage maintenance staff.
- **7.5.** The Agency is responsible for all outside services not covered by this Agreement, including, without limitation, towing, flat tire repairs, purchase and installation of tires, emission testing and adjustments, and any other outside service not covered by the Fire Garage.
- **7.6.** The Agency is responsible for paying the Fire Garage for all services rendered under this Agreement pursuant to the terms of this Agreement.
- **7.7.** Agency's to this Agreement may contract with other municipal entities that are not parties to this Agreement with approval of the Fire Garage Chief.

### 8. Fiscal Arrangements

**8.1.** Fire Garage Budget Process. On or before August 15 of each year, the Administrative Board shall review and establish the hourly rate to be charged Agencies and third parties for the Fire Garage Preventative Maintenance and Repair services in the following calendar year. The hourly rate shall be based on the Total Cost of Compensation of all Employees assigned to the Fire Garage including the Fire Garage Chief plus Administrative and Facility Costs as defined below.

Fire Garage Consortium Interlocal Agreement—Page 4

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- (a) Administrative Costs. Administrative Costs shall be determined by the Administrative Board but may include costs for IT services, finance services, legal services, human resource services and other administrative services necessary to operate the Fire Garage Consortium:
- (b) Facility Costs. Facility Costs shall be determined by the Administrative Board but may include costs of maintaining and operating the Central Garage facility and other sites identified in Exhibit C including but not limited to fair market value rent, utilities, tools and equipment necessary to provide the Fire Garage services.

### 8.2. Agency Financial Responsibility.

- (a) Fiscal Agent. <u>Puget Sound Fire shall serve as the Fiscal Agent, and shall be responsible</u> for administering the financial operations of the Fire Garage including but not limited to bill paying, receipt and investment of funds, purchasing decisions, etc.
- (b) CHARGES FOR PREVENTATIVE MAINTENANCE AND REPAIR. The Agency will pay the Fire Garage the established hourly rate multiplied by the projected labor hours, plus all applicable Washington State Tax. The annual base charge shall be adjusted January 1 of each year by 100% of the Seattle/Tacoma/Bellevue CPI-W percentage increase for the period of June to June. The 2025 charge will be paid in twelve monthly installments beginning January 1, 2025. Future annual charges will be paid in twelve equal monthly payments. In addition, the Agency will reimburse the Fire Garage the entire cost of all parts, fluids, and materials used to perform maintenance and repairs on the Apparatus plus all applicable taxes. No surcharges will be added to the parts, fluids, and materials costs. If approved by the Administrative Board, Agencies may also pay on an actual time basis under which the Agency will be billed on a monthly basis at the established hourly rate plus any other charges or costs incurred.
- (c) EMERGENCY AND EXTRA CHARGES. Labor for any repairs that are performed at any time other than during the Fire Garage normal work period, as defined in Paragraph 5, shall be billed at the hourly rate plus one-half. The Agency will designate a person to authorize the order of such work. The Agency may designate other persons from time to time if it delivers prior written notice of that designation to the Fire Garage. The Fire Garage will provide a statement of the hours worked and parts used for the apparatus requiring service. Emergency call-out will be charged at the mechanic's overtime rate, for a minimum of 4 hours, portal to portal.
- (d) Unbudgeted Costs. In the event the Administrative Board determines during the course of the year that additional expenditures or contributions from one or more participating Agencies are necessary, the Administrative Board shall make a recommendation/request to the appropriate Agency.
- **8.3. No Jointly Owned Property.** This Agreement is not intended to and shall not create jointly owned property or inventory. In the event an Agency withdraws from this Agreement, the Agency will remain the owner of its own inventory and property.

Fire Garage Consortium Interlocal Agreement—Page 5

**Deleted:** The Fiscal Agent shall be an Agency under this Agreement as designated by the Administrative Board. The

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**Deleted:** <#>Remote Site Credit. An Agency may receive a credit towards their hourly rate if a qualified Remote Site is established to conduct vehicle maintenance. Qualifications are listed in Exhibit C. Agencies with current remote sites are grandfathered as qualified.¶

### 9. Insurance

- 9.1. The Agencies shall each provide and maintain-suitable commercial general liability and auto liability insurance policies to protect it from casualty losses by reason of the activities contemplated by this Agreement. The limits of liability for each coverage shall be at least \$2,000,000 each occurrence. Each Agency shall provide the Group with a Certificate of Liability Insurance or Evidence of Coverage, which the Fire Garage shall maintain on file, provided that any Agency that is self-insured will provide a letter of self-insurance as evidence of coverage.
- 9.2. Any Agency that is operating a repair facility on its premises shall also be required to maintain a Garagekeepers Legal Liability policy with limits not less than \$1,000,000 or, in the alternative, acceptable proof from its insurer confirmation that the Agency is fully covered for any damage to apparatus being serviced, maintained and repaired in that Agency's repair facility.

#### 10. Indemnification

- 10.1. Each Agency shall be responsible for the wrongful or negligent actions of its Employees while participating in this Agreement as their respective liability shall appear under the laws of the State of Washington and/or Federal Law and this Agreement is not intended to diminish or expand such liability.
- 10.2. To that end, each Agency promises to indemnify, defend and hold harmless all the other Agencies from any loss, claim or liability arising from or out of the negligent or otherwise tortious actions or omissions of its Employees, officers and officials. Such liability shall be apportioned among the Agencies or other at fault persons or entities in accordance with the laws of the State of Washington. Each agency shall be solely responsible for its own attorney fees and any litigation related costs.
- **10.3.** Nothing herein shall be interpreted to:
  - (a) Waive any defense arising out of RCW Title 51, provided; however, each Agency 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 Agency's immunity under Washington's Industrial Insurance Act, RCW Title 51, with respect to the other Agencies only, and only to the extent necessary to provide each Agency with a full and complete indemnity of claims made by the other Agency's Employees. The Agencies acknowledge that these provisions were specifically negotiated and agreed upon by them.
  - (b) Limit the ability of a participant to exercise any right, defense, or remedy which an Agency may have with respect to third party Agencies or the officer(s) whose action or omission give rise to loss, claim or liability, including but not limited to an assertion that the employee was acting beyond the scope of his or her employment.

(c) Cover or require indemnification or payment of any judgment against any individual or Agency for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or Agency. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment, fine or sanction is rendered and/or his or her employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

### 11. Dispute Resolution.

- 11.1. Prior to any other action, the Administrative Board shall meet and attempt to negotiate a resolution to any dispute arising under this agreement.
- 11.2. If the parties are unable to resolve the dispute through negotiation, any party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.
- 11.3. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute, then within 30 calendar days any party may submit the matter to binding arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the King County Superior Court, King County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. Each party shall be responsible for its own costs in preparing for and participating in the arbitration, including expert witness fees and reasonable attorney's fees.
- 11.4. Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for any party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

### 12. Term/Termination of Agreement

- 12.1. This agreement shall be effective on January 1, 2025, and shall continue for a term of two (2) years. The Administrative Board may, extend the term of this Agreement for an additional three (3) years on or before June 1, 2026 without further approval of the legislative bodies of the Agencies. Additional renewals shall require reauthorization by the legislative bodies of the Agencies.
- **12.2.** In the event any Agency shall desire to withdraw or renegotiate any of the provisions of this agreement, such Agency shall give written notice to the other agencies no later than January 1 of the year prior to the year of the termination. A written notice to renegotiate shall specify

Fire	Garage	Consortium	Interlocal	Agreement-	-Page 7

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the provision to be negotiated, the requested change and the reasons therefore and shall not be considered a notice of termination. In the event an Agency withdraws under this paragraph the remaining Agencies shall continue the Agreement.

12.3. If an Agency consolidates with another municipal or local government entity through merger, annexation, or through the creation of a Regional Fire Protection Authority, the consolidated entity shall become an Agency to this Agreement and a successor in interest to the Agency's interest on the effective date of the consolidation without any action by the remaining Agencies, unless otherwise required.

### 13. Additional Agencies.

**13.1.** Additional Agencies may join the Fire Garage when approved by a majority vote of the Administrative Board and upon approval and execution of this Interlocal Agreement.

### 14. Miscellaneous

- 14.1. Limited Warranty. The Fire Garage will repair or replace any new parts (except parts not covered by a manufacturer warranty such as electrical parts) or redo any labor which fails in normal service due to defects in parts or labor if notified within 90 days. This warranty does not cover loss of time, use, inconvenience, normal wear, abuse, used parts or other matters not specified and the Fire Garage shall not be liable for any consequential, incidental or commercial damages related to the Preventative Maintenance and Repair work in excess of the costs of the specific repairs. The Fire Garage disclaims any implied warranty of merchantability and fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the Preventative Maintenance and Repair work. No warranty, whether expressed or implied, extends beyond 90 days.
- 14.2. Audit. The Fire Garage shall permit any Agency, from time to time as they deem necessary (including after the expiration or termination of this Agreement), to inspect and audit at all reasonable times at the Fire Garage's offices, all of the pertinent books and records to verify the accuracy of records pertaining to the work contemplated by this Agreement. The Fire Garage shall permit the Agency to copy any of these books and records upon the Agency's request, subject to payment of the Fire Garage's reasonable costs incurred in making those copies.
- **14.3. No Waiver.** No waiver of full performance by either party shall be construed, or operate, as a waiver of any subsequent default or breach of any of the terms, covenants, or conditions of this Agreement.
- **14.4. Notices.** All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail via the United States Postal Service, and shall be deemed sufficiently given if sent to the addresse at the address stated in this Agreement or such other address as may be hereafter specified in writing.

- 14.5. Entire Agreement. The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the Fire Garage or of the Agency, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.
- 14.6. Amendments. This Agreement represents the entire agreement of the Agencies regarding the subjects addressed herein. Amendments to this Agreement may be proposed by the Administrative Board or by any Agency to the Agreement. To become binding, Amendments must be made in writing and must be recommended for approval by the Administrative Board and approved by the unanimous consent of the Agencies to the Agreement. In the event that changes in federal or state law or changes in the boundaries of any or all Agencies significantly affect the performance of any Agency, the Agencies agree to enter into good faith negotiations so that continuation of the operations of the Fire Garage are not impaired.
- **14.7. Benefits.** This Agreement is entered into for the benefit of the Agencies to this agreement only and shall confer no benefits, direct or implied, on any third persons.
- **14.8. Severability.** If any provision of this agreement or its application is held invalid, the remainder of this Agreement shall not be affected.
- **15. Execution.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

IN WITNESS WHEREOF, the Agencies by the signatures of their authorized representatives have executed this Agreement effective upon the date of signatures.

SIGNATURE PAGES FOLLOW

PUGET SOUND REGIONAL FIRE AUTHORITY	RENTON REGIONAL FIRE AUTHORITY
Ву:	By:
DATE:	DATE:
NOTICES TO BE SENT TO:	NOTICES TO BE SENT TO:
Fire Chief 24611 116 <sup>th</sup> Ave. S.E. Kent, WA 98030	
KING COUNTY FIRE PROTECTION DISTRICT NO. 2	VALLEY REGIONAL FIRE AUTHORITY
Ву:	By:
DATE:	DATE:
NOTICES TO BE SENT TO:	NOTICES TO BE SENT TO:

KING COUNTY FIRE PROTECTION DISTRICT NO. 20	ENUMCLAW FIRE
Ву:	By:
DATE:	DATE:
NOTICES TO BE SENT TO:	NOTICES TO BE SENT TO:
•	•
Ву:	Ву:
DATE:	DATE:
NOTICES TO BE SENT TO:	NOTICES TO BE SENT TO:
MOUNTAIN VIEW FIRE AND RESCUE	<u>City of Snoqualmie</u>
Ву:	By:
DATE:	DATE:
NOTICES TO BE SENT TO:	NOTICES TO BE SENT TO:
Fire G	arage Consortium Interlocal Agreement—Page

### EXHIBIT A Fire Garage EMPLOYEES

- Employees. Each Agency that provides Employees to the Fire Garage, agrees that such Employees shall be provided consistent with the following terms and provisions.
  - **1.1.** The Agency shall remain as the employer of each Agency employee assigned as Employees and shall be responsible for establishing and paying its Employees compensation and benefits.
  - **1.2.** It is understood by the Agencies that the services provided by Fire Garage Employees pursuant to this Agreement will mutually benefit each Agency in proportion to the benefits received by that Agency.
  - **1.3.** The responsibility for hiring, evaluating, firing and disciplining Assigned Employees shall remain with the employing Agency. An employing Agency may seek input from the Administrative Board in hiring, evaluating, firing or disciplining Employees, but such guidance shall be optional and nonbinding on the Agency seeking guidance.

### EXHIBIT B SCOPE OF WORK

This document outlines the services the Fire Garage provides:

- Engine: Will perform service, diagnostics, and repair accessible components that do not require the engine being taken apart. If there are major engine repairs, we will send to an outside repair shop. Engines will not be removed from Apparatus.
- > <u>Cooling System</u>: Will service the cooling system and repair as needed. Should a radiator need to be repaired, we will remove and send to an outside vendor.
- Transmissions: Will service, which includes changing filters and fluids. If the transmission is in need of repair, will perform basic diagnostics, and repair if repair work is not major and no removal of the transmission is necessary. If a major repair is needed, an outside vendor will be utilized.
- > Transfer case: Will service and perform repairs if needed.
- Pump: Will service and perform maintenance, including annual pump testing, valve rebuilds, control repairs, replacing gauges, rebuilding, fixing and/or replacing primers, and repacking pumps. We will also perform in-frame pump rebuilds.
- ➤ <u>Rear Differential</u>: Will service, repair, or replace as necessary.
- Suspension: Will inspect and repair as necessary.
- Brakes: Will inspect and repair as necessary.
- Electrical: Will service, diagnose, and repair, i.e. chassis, emergency lighting, etc. Internal repairs will not be made to radios.
- Air/Hydraulic Systems: Will service, diagnose, and repair.
- Aerial: UL inspection will take place annually, and repairs will be performed if any deficiencies are found, in order to remain in compliance with the manufacturers' specifications.
- Stationary generators mounted on Apparatus: Will service, diagnose, and repair.
- Wheels and tires: Identification will be made if new tires are needed. Tire replacement is done by outside vendor.
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- Water Tank: Will repair and replace, if necessary.
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In addition to the above areas of maintenance, annual weighing will be performed every year to ensure compliance with Washington State Law. If not in compliance, a recommendation will be made of the actions available to bring the Apparatus into compliance.

All of the Apparatus checklists utilized are tailored to a specific Apparatus. Attached are sample copies of checklists we currently use for a Quantum Pumper, Aerial, and Aid Car

### EXHIBIT C REMOTE SITE REQUIREMENTS

1. Current remote sites that are actively being used as of January 1, 2019 are grandfathered into the requirements.

Remote sites should meet the below requirements.

- 24 hour mechanic access
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- Secure parts storage
- Sufficient height to lift vehicle with cab raised
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- Kitchen facility
- Dedicated/Secure shop space
- Concrete with slope and structure to support vehicle lifting operations
- Vehicle lifts
- Oil and lubricant delivery
- Oil and coolant disposal
- Funding for tools required by the Agency specific equipment

Deleted: to apply for a remote site credit.¶

### Fire Garage Consortium (Interlocal Agreement)

This agreement is made and entered into by and between the undersigned municipal corporations, collectively referred to as "Agency" or "Agencies."

### **RECITALS**

- 1. This agreement is entered into in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
- 2. The Agencies currently each maintain and operate their own fire departments to provide emergency responder services, including fire protection, fire suppression, emergency medical services and non-emergent medical care in their respective areas.
- 3. It is recognized that the Agencies have staffs that are performing similar tasks on a daily basis and that have varied talents, skills, and expertise; and by allowing the staffs to coordinate and collaborate, the skills and abilities of the individuals could be used in a manner that increases the efficiency of each Agency's vehicle maintenance needs.
- **4.** The Agencies desire to coordinate and centralize the common vehicle maintenance needs of the Agencies to reduce duplication of effort and expenses where feasible, to increase efficiencies and to gain the benefit of economies of scale for all participating Agencies.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and benefits contained herein, it is agreed between the Agencies as follows:

1. Purpose and Scope of Agreement. The purpose and scope of this Agreement is to formally continue an administrative entity under the provisions of RCW 39.34.030(3) to be known as the Fire Garage Consortium "Fire Garage" to implement a cooperative vehicle maintenance division that serves each Agency according to its needs. Each Agency shall retain full authority for and jurisdiction over fire protection, prevention and suppression, emergency medical services, boundaries, elections, and budgets and all other matters not specifically addressed in this Agreement.

### 2. **DEFINITIONS.**

- **2.1.** "Apparatus" shall include aerials, pumpers, tenders, aid cars, and support units, or any other fire safety or emergency equipment designated by the parties.
- **2.2.** "Preventative Maintenance and Repair" means those items of work specified by the Apparatus manufacturer as maintenance, preventative maintenance, or scheduled replacement or repairs at the frequencies specified by the manufacturer and as indicated in the scope of work established in **Exhibit B** "Scope of Work."

#### **3. Governing Structure of the Fire Garage**

### 3.1. Administrative Board.

- (a) The Administrative Board shall be composed of the Fire Chief of each Agency to this Agreement. The Administrative Board shall be responsible for:
  - **(i)** Overseeing administration of the fiscal arrangements as set forth in this Agreement.
  - (ii) Review and provide guidance on policies, organizational goals and strategic planning for the Fire Garage, including the admission/withdrawal of member agencies.
  - (iii) Review the performance of the Fire Garage Chief and provide feedback to the Puget Sound Fire Fire Chief on an annual basis.
  - Communicating with the governing bodies of the Agencies to this Agreement.
- **(b)** The Administrative Board shall meet a minimum of once a year. Members of the Administrative Board shall elect by majority vote, after nominations at the first board meeting, a Chief to serve as presiding officer of the Administrative Board. The Chair shall serve a two-year term. The Chair shall serve as presiding officer at board meetings, and work with the Fire Garage Chief to schedule the meetings of the Administrative Board and to prepare the agenda for board meetings. In the event a Chair is unable or unwilling to complete his or her term, nominations shall be accepted by the Administrative Board for a replacement Chair, who shall be elected by majority vote of the board and who shall complete the term of the resigning Chair. Each Chief shall have an equal vote on matters that come before the Administrative Board. Any decisions of the Administrative Board that involve the expenditure or obligation of an Agency's funds shall constitute a recommendation to the governing bodies of the Agencies and shall not be effective until the governing bodies of each Agency have approved such recommendation.
- Exclusion of Hiring and Firing Powers (c)
  - **(i)** While the Administrative Board retains oversight responsibilities, it shall not have the authority to directly hire, terminate, or discipline any employees of the Fire Garage, including but not limited to the Fire Garage Chief.
  - (ii) The Administrative Board may, in the course of its oversight duties, make recommendations to the Puget Sound Fire Fire Chief regarding personnel matters, including hiring, firing, or restructuring. Such recommendations are advisory only and not binding upon the Puget Sound Fire Fire Chief.
- In the event of a disagreement between the Administrative Board and the Puget Sound (**d**) Fire Fire Chief regarding personnel decisions or other matters, the Board may request a formal review process in a form as agreed upon by both parties.

### 3.2. Joint Decision Making

(a) Joint decision-making shall be exercised through the Administrative Board and shall apply only to those areas specifically identified by this Agreement. The Administrative Board shall make joint decisions using the following procedure. Joint decisions shall only be made at a meeting of the Administrative Board attended by a quorum of Agency representatives. A majority of the currently appointed Agency representatives shall constitute a quorum. Joint decisions shall be made by a majority vote. A Chief unable to attend a meeting may vote by proxy by either sending a designated representative or by notifying the Administrative Board of the Chief's vote via email or fax prior to the meeting or by providing a written proxy to another Chief attending the meeting.

### **3.3.** Fire Garage Chief

- (a) The Fire Garage Chief shall be a Puget Sound Fire Deputy Chief, and be responsible for the following:
  - (i) Recommending annual goals and objectives to the Administrative Board.
  - (ii) Recommend staffing requirements, job descriptions. and organizational structure of the fire garage.
  - (iii) Assist Agencies in developing an annual Preventative Maintenance and Repair and Fire Garage staffing budgets.
  - (iv) Develop, recommend and assist with the procurement of Apparatus as needed to meet the needs of individual Agencies.
  - (v) Performing such other tasks as directed by the Administrative Board.
- **4. Fire Garage Employees.** The Administrative Board, by majority vote, shall approve the total number of employees necessary for the operation of the Fire Garage based on the recommendations of the Fire Garage Chief. The Administrative Board may approve filling needed positions by contracting with Agencies for the use of Agency personnel under the terms established in **Exhibit A**.
- 5. Central Garage Facilities. Puget Sound Regional Fire Authority currently owns a repair facility in a centralized location that the Agencies may use for the Preventative Maintenance and Repair services provided by the Fire Garage. Additional sites may also be used and will be identified in Exhibit C as modified from time to time by the Administrative Board.

### 6. FIRE GARAGE RESPONSIBILITIES.

**6.1.** The Fire Garage shall be responsible for performing Preventative Maintenance and Repair of Apparatus covered under the terms of this Agreement. On request of an Agency, and provided the Fire Garage has qualified personnel available, the Fire Garage may pick up or deliver Apparatus from or to the requesting agency. Pickup and delivery services shall be billed to the Agency as an Extra Charge at the Fire Garage personnel's regular rates for the time incurred.

- **6.2.** If an Agency does not make the Apparatus available at the frequency required by the equipment manufacturer, the Fire Garage is not responsible or liable for any adverse condition related to Preventative Maintenance or Repair.
- **6.3.** If the parties agree that it is warranted, the Fire Garage staff may place Apparatus out of service for safety reasons and is authorized to keep the Apparatus out of service until safety repairs are properly completed.
- **6.4.** Routine maintenance and repair work will be scheduled during the Fire Garage normal work period, which is 6:30 a.m. to 4:00 p.m., Monday through Friday except for holidays.
- **6.5.** With authorization by the Agency, the Fire Garage may provide emergency services, and services, maintenance, repairs and modifications beyond Preventative Maintenance and Repair, if the Fire Garage determines that it has adequate time and resources.

### 7. AGENCY RESPONSIBILITIES.

- **7.1.** The Agency is responsible to ensure that its Apparatus meet safety requirements based on manufacturer's recommendations, and all applicable local, state, and federal laws, rules, and regulations.
- **7.2.** The Agency may coordinate with the fire garage to perform minor maintenance and upkeep on its Apparatus
- **7.3.** The Agency is responsible for delivering its Apparatus to the appropriate Fire Garage work site.
- **7.4.** The Agency will not permit work on its Apparatus by other maintenance personnel that are not authorized to perform the work by the manufacturer and Fire Garage maintenance staff.
- **7.5.** The Agency is responsible for all outside services not covered by this Agreement, including, without limitation, towing, flat tire repairs, purchase and installation of tires, emission testing and adjustments, and any other outside service not covered by the Fire Garage.
- **7.6.** The Agency is responsible for paying the Fire Garage for all services rendered under this Agreement pursuant to the terms of this Agreement.
- **7.7.** Agencies to this Agreement may contract with other municipal entities that are not parties to this Agreement with approval of the Fire Garage Chief.

### 8. Fiscal Arrangements

**8.1. Fire Garage Budget Process.** On or before August 15 of each year, the Administrative Board shall review and establish the hourly rate to be charged Agencies and third parties for the Fire Garage Preventative Maintenance and Repair services in the following calendar year. The hourly rate shall be based on the Total Cost of Compensation of all Employees assigned to the Fire Garage including the Fire Garage Chief plus Administrative and Facility Costs as defined below.

- **Administrative Costs.** Administrative Costs shall be determined by the Administrative (a) Board but may include costs for IT services, finance services, legal services, human resource services and other administrative services necessary to operate the Fire Garage Consortium:
- **(b) Facility Costs.** Facility Costs shall be determined by the Administrative Board but may include costs of maintaining and operating the Central Garage facility and other sites identified in **Exhibit C** including but not limited to fair market value rent, utilities, tools and equipment necessary to provide the Fire Garage services.

### 8.2. Agency Financial Responsibility.

- (a) **Fiscal Agent.** Puget Sound Fire shall serve as the Fiscal Agent, and shall be responsible for administering the financial operations of the Fire Garage including but not limited to bill paying, receipt and investment of funds, purchasing decisions, etc.
- **(b)** CHARGES FOR PREVENTATIVE MAINTENANCE AND REPAIR. The Agency will pay the Fire Garage the established hourly rate multiplied by the projected labor hours, plus all applicable Washington State Tax. The annual base charge shall be adjusted January 1 of each year by 100% of the Seattle/Tacoma/Bellevue CPI-W percentage increase for the period of June to June. The 2025 charge will be paid in twelve monthly installments beginning January 1, 2025. Future annual charges will be paid in twelve equal monthly payments. In addition, the Agency will reimburse the Fire Garage the entire cost of all parts, fluids, and materials used to perform maintenance and repairs on the Apparatus plus all applicable taxes. No surcharges will be added to the parts, fluids, and materials costs. If approved by the Administrative Board, Agencies may also pay on an actual time basis under which the Agency will be billed on a monthly basis at the established hourly rate plus any other charges or costs incurred.
- **EMERGENCY AND EXTRA CHARGES.** Labor for any repairs that are performed (c) at any time other than during the Fire Garage normal work period, as defined in Paragraph 5, shall be billed at the hourly rate plus one-half. The Agency will designate a person to authorize the order of such work. The Agency may designate other persons from time to time if it delivers prior written notice of that designation to the Fire Garage. The Fire Garage will provide a statement of the hours worked and parts used for the apparatus requiring service. Emergency call-out will be charged at the mechanic's overtime rate, for a minimum of 4 hours, portal to portal.
- (d) **Unbudgeted Costs.** In the event the Administrative Board determines during the course of the year that additional expenditures or contributions from one or more participating Administrative Agencies necessary, the **Board** shall make recommendation/request to the appropriate Agency.
- **8.3.** No Jointly Owned Property. This Agreement is not intended to and shall not create jointly owned property or inventory. In the event an Agency withdraws from this Agreement, the Agency will remain the owner of its own inventory and property.

### 9. Insurance

- **9.1.** The Agencies shall each provide and maintain-suitable commercial general liability and auto liability insurance policies to protect it from casualty losses by reason of the activities contemplated by this Agreement. The limits of liability for each coverage shall be at least \$2,000,000 each occurrence. Each Agency shall provide the Group with a Certificate of Liability Insurance or Evidence of Coverage, which the Fire Garage shall maintain on file, provided that any Agency that is self-insured will provide a letter of self-insurance as evidence of coverage.
- **9.2.** Any Agency that is operating a repair facility on its premises shall also be required to maintain a Garagekeepers Legal Liability policy with limits not less than \$1,000,000 or, in the alternative, acceptable proof from its insurer confirmation that the Agency is fully covered for any damage to apparatus being serviced, maintained and repaired in that Agency's repair facility.

### 10. Indemnification

- **10.1.** Each Agency shall be responsible for the wrongful or negligent actions of its Employees while participating in this Agreement as their respective liability shall appear under the laws of the State of Washington and/or Federal Law and this Agreement is not intended to diminish or expand such liability.
- **10.2.** To that end, each Agency promises to indemnify, defend and hold harmless all the other Agencies from any loss, claim or liability arising from or out of the negligent or otherwise tortious actions or omissions of its Employees, officers and officials. Such liability shall be apportioned among the Agencies or other at fault persons or entities in accordance with the laws of the State of Washington. Each agency shall be solely responsible for its own attorney fees and any litigation related costs.

### **10.3.** Nothing herein shall be interpreted to:

- (a) Waive any defense arising out of RCW Title 51, provided; however, each Agency 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 Agency's immunity under Washington's Industrial Insurance Act, RCW Title 51, with respect to the other Agencies only, and only to the extent necessary to provide each Agency with a full and complete indemnity of claims made by the other Agency's Employees. The Agencies acknowledge that these provisions were specifically negotiated and agreed upon by them.
- (b) Limit the ability of a participant to exercise any right, defense, or remedy which an Agency may have with respect to third party Agencies or the officer(s) whose action or omission give rise to loss, claim or liability, including but not limited to an assertion that the employee was acting beyond the scope of his or her employment.

(c) Cover or require indemnification or payment of any judgment against any individual or Agency for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or Agency. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment, fine or sanction is rendered and/or his or her employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

### 11. Dispute Resolution.

- **11.1.** Prior to any other action, the Administrative Board shall meet and attempt to negotiate a resolution to any dispute arising under this agreement.
- 11.2. If the parties are unable to resolve the dispute through negotiation, any party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.
- 11.3. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute, then within 30 calendar days any party may submit the matter to binding arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the King County Superior Court, King County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. Each party shall be responsible for its own costs in preparing for and participating in the arbitration, including expert witness fees and reasonable attorney's fees.
- 11.4. Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for any party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

### 12. Term/Termination of Agreement

- 12.1. This agreement shall be effective on January 1, 2025, and shall continue for a term of two (2) years. The Administrative Board may, extend the term of this Agreement for an additional three (3) years on or before June 1, 2026, without further approval of the legislative bodies of the Agencies. Additional renewals shall require reauthorization by the legislative bodies of the Agencies.
- **12.2.** In the event any Agency shall desire to withdraw or renegotiate any of the provisions of this agreement, such Agency shall give written notice to the other agencies no later than January 1 of the year prior to the year of the termination. A written notice to renegotiate shall specify

- the provision to be negotiated, the requested change and the reasons therefore and shall not be considered a notice of termination. In the event an Agency withdraws under this paragraph the remaining Agencies shall continue the Agreement.
- **12.3.** If an Agency consolidates with another municipal or local government entity through merger, annexation, or through the creation of a Regional Fire Protection Authority, the consolidated entity shall become an Agency to this Agreement and a successor in interest to the Agency's interest on the effective date of the consolidation without any action by the remaining Agencies, unless otherwise required.

#### **13. Additional Agencies.**

**13.1.** Additional Agencies may join the Fire Garage when approved by a majority vote of the Administrative Board and upon approval and execution of this Interlocal Agreement.

#### 14. **Miscellaneous**

- **14.1. Limited Warranty.** The Fire Garage will repair or replace any new parts (except parts not covered by a manufacturer warranty such as electrical parts) or redo any labor which fails in normal service due to defects in parts or labor if notified within 90 days. This warranty does not cover loss of time, use, inconvenience, normal wear, abuse, used parts or other matters not specified and the Fire Garage shall not be liable for any consequential, incidental or commercial damages related to the Preventative Maintenance and Repair work in excess of the costs of the specific repairs. The Fire Garage disclaims any implied warranty of merchantability and fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the Preventative Maintenance and Repair work. No warranty, whether expressed or implied, extends beyond 90 days.
- **14.2.** Audit. The Fire Garage shall permit any Agency, from time to time as they deem necessary (including after the expiration or termination of this Agreement), to inspect and audit at all reasonable times at the Fire Garage's offices, all of the pertinent books and records to verify the accuracy of records pertaining to the work contemplated by this Agreement. The Fire Garage shall permit the Agency to copy any of these books and records upon the Agency's request, subject to payment of the Fire Garage's reasonable costs incurred in making those copies.
- **14.3.** No Waiver. No waiver of full performance by either party shall be construed, or operate, as a waiver of any subsequent default or breach of any of the terms, covenants, or conditions of this Agreement.
- **14.4.** Notices. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail via the United States Postal Service and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

- 14.5. Entire Agreement. The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the Fire Garage or of the Agency, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.
- **14.6. Amendments.** This Agreement represents the entire agreement of the Agencies regarding the subjects addressed herein. Amendments to this Agreement may be proposed by the Administrative Board or by any Agency to the Agreement. To become binding, Amendments must be made in writing and must be recommended for approval by the Administrative Board and approved by the unanimous consent of the Agencies to the Agreement. In the event that changes in federal or state law or changes in the boundaries of any or all Agencies significantly affect the performance of any Agency, the Agencies agree to enter into good faith negotiations so that continuation of the operations of the Fire Garage are not impaired.
- **14.7. Benefits.** This Agreement is entered into for the benefit of the Agencies to this agreement only and shall confer no benefits, direct or implied, on any third persons.
- **14.8. Severability.** If any provision of this agreement or its application is held invalid, the remainder of this Agreement shall not be affected.
- **15. Execution.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

IN WITNESS WHEREOF, the Agencies by the signatures of their authorized representatives have executed this Agreement effective upon the date of signatures.

SIGNATURE PAGES FOLLOW

### PUGET SOUND REGIONAL FIRE **AUTHORITY**

### **RENTON REGIONAL FIRE AUTHORITY**

By:	By:
DATE:	DATE:
NOTICES TO BE SENT TO:	NOTICES TO BE SENT TO:
Fire Chief 20811 84 <sup>th</sup> Ave S, Suite 106 Kent, WA 98032	
KING COUNTY FIRE PROTECTION DISTRICT NO. 2	VALLEY REGIONAL FIRE AUTHORITY
By:	Ву:
DATE:	DATE:
NOTICES TO BE SENT TO:	NOTICES TO BE SENT TO:

### KING COUNTY FIRE PROTECTION **DISTRICT NO. 20**

### **ENUMCLAW FIRE**

By:	By:
DATE:	DATE:
NOTICES TO BE SENT TO:	NOTICES TO BE SENT TO:
MOUNTAIN VIEW FIRE AND RESCUE	CITY OF SNOQUALMIE FIRE DEPARTMENT
By:	By:
DATE: NOTICES TO BE SENT TO:	DATE:
NOTICES TO BE SENT TO.	NOTICES TO BE SENT TO:

### **EXHIBIT A Fire Garage EMPLOYEES**

- 1. **Employees.** Each Agency that provides Employees to the Fire Garage, agrees that such Employees shall be provided consistent with the following terms and provisions.
  - **1.1.** The Agency shall remain as the employer of each Agency employee assigned as Employees and shall be responsible for establishing and paying its Employees compensation and benefits.
  - **1.2.** It is understood by the Agencies that the services provided by Fire Garage Employees pursuant to this Agreement will mutually benefit each Agency in proportion to the benefits received by that Agency.
  - **1.3.** The responsibility for hiring, evaluating, firing and disciplining Assigned Employees shall remain with the employing Agency. An employing Agency may seek input from the Administrative Board in hiring, evaluating, firing or disciplining Employees, but such guidance shall be optional and nonbinding on the Agency seeking guidance.

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- Kitchen facility
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- Vehicle lifts
- Oil and lubricant delivery
- Oil and coolant disposal
- Funding for tools required by the Agency specific equipment

Item 3.



## BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

AB24-120 January 13, 2025 Committee Report

### **AGENDA BILL INFORMATION**

TITLE:	AB24-120: Interlocal Agreement Renewal with King County Jail.				<ul><li>☐ Discussion Only</li><li>☑ Action Needed:</li></ul>	
PROPOSED ACTION:	Move to approve the Interlocal Agreement (ILA) renewal with King County for jail services.					
					☐ Resolution	
REVIEW:	Department Director	Brian Lynd	h	10/25	/2022	
	Finance	Janna Walker		10/30	10/30/2024	
	Legal	David Linehan		10/28	10/28/2024	
	City Administrator	Mike Chambless		10/30/2024		
DEPARTMENT:	Police					
STAFF:	Chief Brian Lynch					
COMMITTEE:	Public Safety COMMITTEE DATE: Jan			uary 6, 2025		
EXHIBITS:	<ol> <li>Proposed ILA renewal document +with King County Jail</li> <li>Rate Letter</li> </ol>					
AMOUNT OF EXPENDITURE \$ n/a						

### SUMMARY

### **INTRODUCTION**

The Snoqualmie Police Department has used the King County Jail in Seattle as a "last resort" misdemeanor booking facility for decades. The KC Jail ILA is one of four current City inmate housing contracts (the others being with the City of Issaquah for housing at the Issaquah Jail and with SCORE Jail in SeaTac, as well as long term male inmate housing with the City of Sunnyside).

\$ n/a

\$ n/a

**AMOUNT BUDGETED** 

**APPROPRIATION REQUESTED** 

In September, King County provided notice to the city that new rate increases will go into effect in 2025. A new ILA will need to be executed prior to the start of the year (see attached) due to the new rates and the term of the King County Jail ILA. The new proposed ILA reflects the following new fee schedule effective January 1, 2025:

### 2025 Rates:

•	Booking fee:	\$293.28	(2024 rate = \$277.99)
•	Daily Maintenance:	\$273.39	(2024 rate = \$259.14)

### Daily rate surcharges:

Acute Psych \$478.34 (2024 rate = \$450.98)
 Medical (Acute Beds) \$447.43 (2024 rate = \$418.16)

King County Jail is the City's third alternative for housing inmates, with the Issaquah Jail is the City's primary alternative, followed by SCORE. Due to cost efficiency, the King County Jail is the City's last alternative.

Below is a breakdown of the City's current contracts for jail services as a comparison.

Jail Provider	Booking Fee	Daily Fee	Mental Health
City of Issaquah	No Fee	\$147.00	No
King County	\$277.99	\$259.14	Yes
SCORE	\$80.00	\$213.17	Yes

### **LEGISLATIVE HISTORY**

This item was originally discussed at the November 4, 2024, Public Safety Committee meeting.

### **BACKGROUND**

There has been a consistent increase of prices at King County Jail since 2022. This increase is in-line with those prior years. The increase for booking fees, daily maintenance, and acute psych is 5.5%, with the infirmary (medical housing) fee increasing by 7%.

### **ANALYSIS**

### **BUDGET IMPACTS**

Administration recommends approving the King County Jail ILA. King County Jail services were budgeted for within the 2025-2026 Biennial Budget as part of the Snoqualmie Police Department budget (#001), shown below. On average, the city spends less than \$20,000 annually for expenditures related to this ILA.

Snoqualmie Police Department (#001)

2025-261	Biennial Budget
\$	10,024,361
<del>_</del>	10,024,301
<del>9</del> \$	
<u> </u>	(5,829,742)
\$	4,194,619
	\$ \$ \$ \$ \$ \$

Value of the ILA		Variable	
Available Budget after AB24-120	\$	4,194,619	

### **PROPOSED ACTION**

Move to approve the Interlocal Agreement (ILA) renewal with King County for jail services.

#### Attachment A

#### Interlocal Agreement Between King County and The City of XXX for Jail Services

THIS AGREEMENT is effective as of January 1, 2025 ("Effective Date"). The Parties to this Agreement are King County, a Washington municipal corporation and legal subdivision of the State of Washington (the "County") and The City of XXX, a Washington municipal corporation (the "City").

WHEREAS, this Agreement is made in accordance with the Interlocal Cooperation Act (RCW Chapter 39.34) and the City and County Jails Act (RCW Chapter 70.48);

NOW THEREFORE, in consideration of the promises, payments, covenants and agreements contained in this Agreement, the parties agree as follows:

- 1. <u>Definitions</u>: Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this Agreement:
  - 1.1 "Agreement" means this Interlocal Agreement by and between King County and the City for Jail Services and any amendments to this Agreement.
  - "Booking" means registering, screening and examining persons for confinement in the Jail or assignment to a King County Community Corrections Division (CCD) program; inventorying and safekeeping personal property of such persons; maintaining all computerized records of arrest; performing warrant checks; Jail Health Services (JHS) health screening; and all other activities associated with processing a person for confinement in Jail or assignment to a CCD program.
  - 1.3 "Booking Fee" means the fee incurred for booking City Jail Residents, as further described in Section 4 and Exhibit III, Section 2.
  - 1.4 "Business Day" means Monday through Friday, 8:00 a.m. until 5:00 p.m., except holidays and County-designated furlough days.
  - 1.5 "City Detainee" means a person booked into or housed in a Secure Detention facility such as the Jail but also including any other Secure Detention facility not operated by or on behalf of the County, which individual would, if housed in the Jail, qualify as a City Jail Resident.
  - 1.6 "City Jail Resident" means a person booked into or housed in the Jail when a City charge is the principal basis for booking or confining that person.
    - A. A City charge is the principal basis for booking or confining a person where one or more of the following applies, whether pre-trial or post-trial. (See Exhibit I for further billable charge rules.):

- 1.6.1 The person is booked or confined by reason of committing or allegedly committing a misdemeanor or gross misdemeanor offense within the City's jurisdiction, and:
  - 1.6.1.1 The case is referred to the City, through its City Attorney or contracted attorney, for a filing decision; or
  - 1.6.1.2 The case is referred to the City, through its City Attorney or contracted attorney, who then refers the case to the County Prosecutor for a filing decision per section 1.6.2; or
  - 1.6.1.3 The case is filed by the City, through its City Attorney or contracted attorney, whether filed under state law or city ordinance.
- 1.6.2 The person is booked or confined by reason of committing or allegedly committing a misdemeanor or gross misdemeanor offense, whether filed under state law or city ordinance, within the City's jurisdiction and the case is referred by the City, through its City attorney or contracted attorney, to the County prosecutor and filed by the County prosecutor as a misdemeanor in district court due to a conflict or other reason but excluding a case filed in a regionally-funded mental health court as described in Section 1.6.10.
- 1.6.3 The person is booked or confined by reason of a Court warrant issued either by the City's Municipal Court or other court when acting as the City's Municipal Court;
- 1.6.4 The person is booked or confined by reason of a Court order issued either by the City's Municipal Court or other court when acting as the City's Municipal Court; or,
- 1.6.5 The person is booked or confined by reason of subsections 1.6.1 through 1.6.4 above in combination with charges, investigation of charges, and/or warrants of other governments, and the booking or confinement by reason of subsections 1.6.1 through 1.6.4 above is determined to be the most serious charge in accordance with Exhibit I.
- 1.6.6 The person has been booked or confined for reasons other than subsections 1.6.1 through 1.6.5 and would be released or transferred but for the City having requested that the County continue to confine the person.
- B. A City charge is not the principal basis for confining a person where:
- 1.6.7 The person is booked or confined exclusively or in combination with other charges by reason of a felony charge or felony investigation.
- 1.6.8 The person is confined exclusively or in combination with other charges by reason of a felony charge or felony investigation that has been reduced to a State misdemeanor or gross misdemeanor.
- 1.6.9 The City has requested the transfer of the person to another jail facility not operated by King County and the County denies the request, unless one or more of the transfer exception criteria listed in Attachment I-2 are met, in which case the person remains a City Jail Resident. The billing status of the person will change to no longer be the City's responsibility effective the calendar day following the day that the County denies the transfer request. If the County thereafter determines that it no longer needs to detain the person and the person would as a result become a City Jail Resident, then the County will provide notice to the City that it will become billable for the Jail Resident. For details on notice and billing, see Attachment I-2.

- 1.6.10 The person is booked or confined by reason of committing a misdemeanor or gross misdemeanor offense, whether filed under state law or city ordinance, within the City's jurisdiction and the case is referred by the City attorney or contracted attorney to the County prosecutor and filed by the County prosecutor as a misdemeanor in the mental health court (or successor) for so long as the operations of such court are substantially funded by special regional funds (for example, Mental Illness and Drug Dependency sales tax levy) or other regional funding as the County may determine. The County shall provide the City thirty (30) days Notification before changing the status of a regionally-funded mental health court to local funding status. The City is not billed for cases filed by the County prosecutor into mental health court prior to changing to local funding status.
- "Community Corrections Programs" means programs designed as alternatives to, or as rehabilitation or treatment in lieu of, Secure Detention, operated by or on behalf of the King County Department of Adult and Juvenile Detention (DAJD) Community Corrections Division, or its successor. Upon the date of the execution of this Agreement, Community Corrections Programs include Electronic Home Detention and Community Center for Alternative Programs (CCAP).
- 1.8 "Continuity of Care Records" means a Jail Resident's diagnosis, list of current medications, treatments, PPD (tuberculosis screening test) results and scheduled appointments or follow-ups.
- 1.9 "Contract Cities" mean cities that are signatory to an agreement in substantially similar form to this Agreement. Contract Cities do not include cities who are a party to the 2012-2030 Agreement.
- 1.10 "Contract Cities Jail Residents" means all Contract Cities' City Jail Residents.
- 1.11 "County Jail Resident" means any Jail Resident that is not a City Jail Resident.
- 1.12 "DAJD" means the King County Department of Adult and Juvenile Detention or its successor agency.
- 1.13 "Fees and Charges" are the Fees and Charges imposed as described in Section 4 and Exhibit III.
- 1.14 "Force Majeure" means war, civil unrest, and any natural event outside of the party's reasonable control, including pandemic, fire, storm, flood, earthquake, or other act of nature.
- 1.15 "Jail Resident" means a person booked into or housed in the Jail.
- 1.16 The first "Jail Resident Day" means confinement for more than six (6) hours measured from the time such Jail Resident is first presented to and accepted by the Jail for housing in the Jail until the person is released, provided that an arrival on or after six (6) o'clock p.m. and continuing into the succeeding day shall be considered one day. The second and each subsequent Jail Resident Day means confinement for any portion of a calendar day after the first Jail Resident Day. For persons confined to the Jail for the purpose of mandatory Driving Under the Influence (DUI) sentences, "Jail Resident Day" means confinement in accordance with Exhibit II.

- "Jail" means a place owned or operated by or under contract to the County primarily designed, staffed, and used for the housing, in full confinement, of adults charged or convicted of a criminal offense; for the punishment, correction, and rehabilitation of offenders charged or convicted of a criminal offense; for confinement during a criminal investigation or for civil detention to enforce a court order, all where such place is structured and operated to ensure such individuals remain on the premises 24-hours a day (excluding time for court appearances, court approved off-premises trips, or medical treatment). Jail Residents housed in the Jail are considered to be in Secure Detention as defined in Section 1.26. Upon the date of the execution of the Agreement, Jail includes the King County Correctional Facility and the detention facility at the Maleng Regional Justice Center.
- 1.18 "Maintenance Charge" is the daily housing charge incurred for City Jail Residents housed in Jail as further described in Section 4 and Exhibit III, Section 1.
- 1.19 "Medical Jail Resident" means a Jail Resident clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing the level of services provided in the Jail's infirmary. If a Jail Resident is moved to the general population, then the Jail Resident is no longer considered a Medical Jail Resident.
- 1.20 "Notification" means provision of written alert, confirmation of information or request meeting the requirements of Section 11.11. In contrast, a "notice" means providing alert or confirmation of information or request in writing to the individuals identified in Section 11.11, or their designee (as may be specified through a formal Notification) through means less formal than required by Section 11.11, including but not limited to electronic mail or facsimile.
- 1.21 "Official Daily Population Count" is an official count of Jail Residents in the custody of the Jail made at a point in time in a 24-hour period for, among other purposes, security and population management. It is not used for billing purposes.
- 1.22 "Offsite Medical Care Charges" means those pass-through charges for treatment of a City Jail Resident where that Jail Resident is clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing services provided from offsite medical institutions, as further defined in Exhibit III Section 4. A Jail Resident may receive Offsite Medical Care that triggers an Offsite Medical Care Charge without being otherwise classified as a Medical Jail Resident or Psychiatric Jail Resident (e.g., some Jail Residents held in the general population receive offsite medical care that will result in Offsite Medical Care Charges being incurred).
- 1.23 "Psychiatric Jail Resident" means either an Acute Psychiatric Jail Resident or a Non-Acute Psychiatric Jail Resident, as defined below.
  - 1.23.1 A "Non-Acute Psychiatric Jail Resident" is a Jail Resident clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing Psychiatric Care Services (as further described in Exhibit III and Attachment III-1) and housed outside the Jail's acute psychiatric housing units.

- 1.23.2 An "Acute Psychiatric Jail Resident" is a Jail Resident clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing the level of services provided in the Jail's acute psychiatric housing units (as further described in Exhibit III and Attachment III-1). If a Jail Resident is moved to housing outside the Jail's acute psychiatric housing units, then the Jail Resident is no longer considered an Acute Psychiatric Jail Resident.
- 1.24 "Parties" mean the City and County, as parties to this Agreement.
- 1.25 "Secure Bed Cap for Contract Cities" means the maximum total number of beds in Secure Detention in the Jail available on a daily basis to house Contract Cities Jail Residents in the aggregate. The Secure Bed Cap for Contract Cities is based on the Official Daily Population Count and is established in Section 6.
- 1.26 "Secure Detention" refers to a facility structured and operated for the full confinement of City Detainees to ensure such individuals remain on the premises 24-hours a day (excluding time for court appearances, court approved off-premises trips, or medical treatment), such as the Jail but also including other similar facilities that the City may elect to house City Detainees. Secure Detention excludes City Jail Residents enrolled in Community Corrections Programs.
- 1.27 "Surcharge" means any of the following special charges, defined in Exhibit III, Section 3 and further described in Attachment III-1: Infirmary Care Surcharge; Psychiatric Care Surcharge; Acute Psychiatric Care Surcharge; and 1:1 Guarding Surcharge.
- 1.28 "2012-2030 Agreement" means the agreement executed by the County and the City of Seattle effective on January 1, 2012 together with any other interlocal agreement in substantially the same form of said agreement executed by the County and another city.
- 1.29 "Base Year" refers to the year in which the base fees, charges and surcharges are set.
- 2. Term. This Agreement shall commence on the Effective Date and shall extend through December 31, 2029. This Agreement shall supersede all previous contracts and agreements among the Parties relating to the Jail and any other jail services, except that any obligations contained in these previous contracts or agreements which expressly survived termination or expiration of these previous contracts or agreements shall remain in effect.
- 3. <u>Jail and Health Services.</u> The County shall accept City Jail Residents for confinement in the Jail, except as provided in Sections 5.4, and 6 of this Agreement. Additionally, the County is not obligated to accept a City Jail Resident for confinement in the Jail if the County has booking restrictions in place on the charge for which the City Jail Resident is proposed to be held. The County shall also furnish the City with Jail facilities; booking; transportation among facilities, as determined necessary in the County's sole discretion, including the various Jail facilities, Harborview Medical Center and Western State Hospital; custodial services; and personnel for the confinement of City Jail Residents at least equal to those the County provides for confinement of County Jail Residents. However, the County reserves the right to operate specific programs and/or facilities exclusively for County Jail Residents or persons sentenced or assigned to Community Corrections Programs. The County shall furnish to City Jail Residents in Secure Detention all medical, dental, and other health care services required to be provided pursuant to federal or state law. Also, the County shall make every reasonable effort to release a City Jail Resident as expeditiously as possible after the County has received notice of a court order to

release. Nothing in this section shall be deemed to limit the County's right to refuse to accept City Detainees for confinement in Jail when they are deemed by the County to be in need of urgent medical or psychological care, nor to return custody of such Jail Residents back to the City if the City Detainee is admitted to the hospital or psychiatric facility.

- 4. <u>City Compensation</u>. The City will pay the County a Booking Fee, Maintenance Charge, Surcharges, and Offsite Medical Charges as follows (together with such other charges as may be applicable in accordance with this Agreement):
  - 4.1 <u>Booking Fee.</u> The Booking Fee shall be assessed for the booking of City Jail Residents by or on behalf of the City into the Jail as further described in Exhibit III, Section 2. The Booking Fee will be inflated annually effective January 1, 2026 and each January 1 thereafter through the term of the agreement.
  - 4.2 <u>Maintenance Charge</u>. The Maintenance Charge shall be assessed for a City Jail Resident for each Jail Resident Day as provided in Exhibit III, Subsection 1. The Maintenance Charge will be inflated effective January 1, 2026 and each January 1 thereafter through the term of the agreement.
    - 4.2.1 The County will provide notice to the City after booking a City Jail Resident in order to give notice that the City Jail Resident has been booked and to provide the opportunity for release to the City if the City so desires. Such action will take place as soon as reasonably possible but no later than the next business day after booking. A City Jail Resident released within six hours of booking will result in no Maintenance Charges.
    - 4.2.2 The County will provide notice to the City of the billing status of its Jail Residents for the prior calendar day in cases where confinement is the result of multiple warrants or sentences from two or more jurisdictions. As of the date of this Agreement, this notice is provided to the City once each business day when applicable. The intent of this program is to allow the City to take custody of a City Jail Resident if they so desire after the other jurisdictional warrants are resolved and thereby prevent unnecessary Maintenance Charges.
    - 4.2.3 The Parties may amend the notice requirements of Sections 4.2.1 and 4.2.2 by administrative agreement signed by both the Chief Executive Officer of the City and the King County Executive.
  - 4.3 Access to and Charges for City Jail Resident Use of Community Corrections Programs.

    The Parties agree to discuss in good faith the ability for the City to access Community

    Corrections Programs, and to negotiate charges for such access. Any agreement between
    the Parties with respect to access and charges for Community Corrections Programs shall
    be enacted through an amendment to this Agreement.
  - 4.4 <u>Surcharges and Offsite Medical Charges</u>. In addition to the Booking Fee, Maintenance Charge, and any other charges agreed to per Section 4.3, the City will be charged for Offsite Medical Charges and Surcharges as detailed in Exhibit III, Section 3 and 4.

Proposed Notice of Certain Surcharges. The County intends to provide or make available to the City timely notice of occurrences when a City Jail Resident is admitted to Harborview Medical Center or other offsite medical institution or is receiving infirmary care or psychiatric care that will subject a City to Surcharges. Notice provided or made available will be based on information known to DAJD at the time (since billing status of a Jail

Interlocal Agreement: Jail Services - City of XXX

Resident may be changed retroactively based on new information or other factors). The County intends to provide or make available this notice within two (2) business days following the day in which the chargeable event occurs and will make good faith efforts to provide notice sooner if practicable. The County will make good faith efforts to try to institute a means to provide notice to the City within twenty-four (24) hours of the admittance of a City Jail Resident to Harborview Medical Center or other offsite medical institution. The County's failure to provide or make available notice or develop quicker means to provide notice to the City as detailed above shall not excuse the City from financial responsibility for related Offsite Medical Charges or Surcharges and shall not be a basis for imposing financial responsibility for related Offsite Medical Charges or Surcharges on the County.

- 5. Billing and Billing Dispute Resolution Procedures.
  - 5.1 The County shall transmit billings to the City monthly. Within forty-five (45) days after receipt, the City shall pay the full amount billed or withhold a portion thereof and provide the County written notice meeting the requirements of Section 5.2.1, specifying the total amount withheld and the grounds for withholding such amount, together with payment of the remainder of the amount billed (if any amount remains). Notwithstanding the foregoing, the County shall bill the City for Offsite Medical Charges as such charges are periodically received by the County from third party medical institutions or other offsite medical providers. Offsite Medical Charges shall be due within such time and subject to such withholding and dispute resolution procedures as otherwise provided in this Section 5.
  - 5.2 Withholding of any amount billed or alleging a violation related to billing provisions of this Agreement shall constitute a dispute, which shall be resolved as follows:
    - 5.2.1 The County shall respond in writing to billing disputes within sixty (60) days of receipt of such disputes by the DAJD billing offices. To ensure the soonest start to the sixty (60)-day timeline, the City should electronically mail scanned billing disputes directly to the DAJD billing office, or by fax, or U.S. mail rather than to any other County office or officer. The DAJD billing office contact information as of the date of this Amendment is:

KC DAJD

DBISINFO.DAJD@kingcounty.gov

Attn: Finance – Jail Resident Billing
500 Fifth Avenue

Seattle, WA 98104

- 5.2.2 In the event the parties are unable to resolve the dispute, either Party may pursue the dispute resolution mechanisms outlined in Section 9.
- Any amount withheld from a billing, which is determined to be owed to the County pursuant to the dispute resolution procedure described herein, shall be paid by the City within thirty (30) days of the date of the resolution.
- 5.4 If the City fails to pay a billing within forty-five (45) days of receipt, the County will provide the City with a notice of its failure to pay and the City shall have ten (10) days from receipt of such notice to cure nonpayment. Any undisputed billing amount not paid by the City within sixty (60) days of receipt of the billing, and any amounts found to be owing to the County as a result of the billing dispute resolution procedure that are not paid

Interlocal Agreement: Jail Services - City of XXX

within thirty (30) days of resolution, shall be conclusively established as a lawful debt owed to the County by the City, shall be binding on the Parties, and shall not be subject to legal question either directly or collaterally. In the event the City fails to cure its nonpayment, the City shall be deemed to have voluntarily waived its right to house City Jail Residents in the Jail and, at the County's request, will remove City Jail Residents already housed in the Jail within thirty (30) days. Thereafter, the County, at its sole discretion, may accept no further City Jail Residents until all outstanding bills are paid. This provision shall not limit the City's ability to challenge or dispute any billings that have been paid by the City.

- 5.5 The County may charge an interest rate equal to the interest rate on the monthly County investment earnings on any undisputed billing amount not paid by the City within forty-five (45) days of receipt of the billing, and any amounts found to be owing to the County as a result of the billing dispute resolution procedure. Interest on amounts owed begin accruing on the forty-sixth (46) day after payment was due.
- 5.6 Each Party may examine the other's financial records to verify charges. If an examination reveals an improper charge, the next billing statement will be adjusted appropriately. Disputes on matters related to this Agreement which are revealed by an audit shall be resolved pursuant to Section 5.2.

#### Jail Capacity.

- 6.1 The Contract Cities may house Contract Cities Jail Residents in the Jail at an aggregate number, calculated based on the Jail's Official Daily Population Count, equal to or less than the Secure Bed Cap for Contract Cities established in Sections 6.1.1.
  - 6.1.1 The Secure Bed Cap for Contract Cities in the aggregate is fifty (50) beds. These fifty (50) beds shall be available on a first-come, first-served basis measured at the time of the Jail's Official Daily Population Count.
- 6.2 In the event the number of Contract Cities Jail Residents exceeds the Secure Bed Cap for Contract Cities described in Section 6.1, the County will notify the Contract Cities by phone or electronic mail. The County may then decide to continue to house Contract Cities Jail Residents in excess of the Secure Bed Cap for Contract Cities. Alternatively, the County may refuse to accept bookings from the City until such time as the aggregate number of Contract Cities Jail Residents is reduced below the Secure Bed Cap for Contract Cities. If the aggregate number of Contract Cities Jail Residents is reduced below the Secure Bed Cap for Contract Cities through removal of Contract Cities Jail Residents from the Jail, then the County will be obligated to accept new City bookings. The notice required by the first sentence of this Section 6.2, will be made to the person designated in Section 11.11 of this Agreement, and will inform the City whether the County intends to continue to house Contract Cities Jail Residents in excess of the Secure Bed Cap for Contract Cities described in Section 6.1, or whether the County will refuse to accept bookings from the City until such time as the aggregate number of Contract Cities Jail Residents is reduced below the Secure Bed Cap for Contract Cities described in Section 6.1.
- 6.3 At the end of the last day of this Agreement, the Contract City agrees to reduce the number of Contract City Jail Residents in the Jail to zero (0), with the exception that Jail Residents whose status has changed to Contract City Jail Resident, will not be included in the

calculation of the number of Contract City Jail Residents, if such individuals are removed from the Jail within seventy-two (72) hours of such change in status.

For the purpose of determining the number of Contract Cities Jail Residents only, and not for billing purposes, Jail Residents held on multiple warrants or sentences by the County which include one or more city warrants or sentences in addition to a County and/or state warrant or sentence, and Contract Cities Jail Residents that have been booked into the Jail and the Contract City has not been notified of such booking shall not be considered a Contract Cities Jail Resident. Also, Contract Cities Jail Residents housed in the Jail will not be considered Contract Cities Jail Residents for the purpose of determining the number of City Jail Residents.

- 6.4 The Jail's capacity limit for Medical Jail Residents is thirty (30). The Jail's capacity limit for Psychiatric Jail Residents is one-hundred-fifty-one (151). For the purpose of this Section the Medical and Psychiatric Jail Resident population will be determined following the definitions in Sections 1.21 and 1.25 at the time of the Jail's Official Daily Population Count.
- When the Jail has reached its capacity limit for either Medical or Psychiatric Jail Residents as set forth in Section 6.4, the County will provide notice to the City by phone or electronic mail. Such notification will be made to the person designated in Section 11.11 of this Agreement. At the time this notification is made the County may request that the City take custody of a sufficient number of its Medical or Psychiatric Jail Residents to reduce the number of Medical or Psychiatric Jail Residents to the capacity limits detailed in Section 6.4, or the County may inform the City that the County is willing to continue to house these Jail Residents.
- 6.6 County requests under Section 6.5 will be made as follows. The billable city (under this Agreement or other jail service agreements between the County and cities that have identical provisions as this Section) with the Jail Resident most recently admitted as Medical or Psychiatric Jail Resident will be asked to take custody of that Jail Resident. This process will be repeated until such time as the Medical and Psychiatric populations are reduced below capacity limits, or the Jail is willing to house these Jail Residents.
- 6.7 If the County, pursuant to Sections 6.5 and 6.6, requests that the City take custody of Medical or Psychiatric Jail Residents, the City shall comply with the County's request. The City shall take custody of its<sup>1</sup> Medical or Psychiatric Jail Residents by picking them up no later than twenty-four (24) hours after the County's request. If the City has not picked-up the Medical or Psychiatric Jail Resident within twenty-four (24) hours of the County's request, the County shall deliver the Medical or Psychiatric Jail Resident to the City's designated drop-off location or backup location. In either case, the City's designee

Within eight (8)-hours of the County's request notification, the City may provide the County with the names of other Medical Jail Residents to substitute for the Medical Jail Residents identified by the County for pick-up. In the event the City identifies substitute Medical Jail Residents that are City Jail Residents, the provisions of Section 6 will continue to apply. In the event the City identifies substitute Medical Jail Residents that are the responsibility of a different city (Substitute City) that is party to this Agreement or a jail services agreement with the King County containing these same provisions, and the Substitute City agrees to remove its Medical Jail Residents, then the Substitute City will be responsible for picking-up the substitute Medical Jail Residents within 24-hours of the County's initial request notification to the City fails to pick-up its Medical Jail Residents within 24-hours of the County's initial request notification to the City, the County may deliver the Medical Jail Residents named in the original request notification to the City's designated drop-off location or backup location. The procedures outlined in this footnote will also apply to Psychiatric Jail Residents.

must accept the Medical or Psychiatric Jail Resident from the County and must be available to do so seven (7) days a week, twenty-four (24) hours a day. In all cases, the County shall provide the receiving entity with Continuity of Care Records, in a sealed envelope, at the time custody is transferred. The City will ensure that the City and the receiving entity comply with all applicable confidentiality laws and rules. Similarly, the City will ensure that Continuity of Care Records are provided to the County at the time custody of a City Jail Resident receiving the level of care consistent with a Medical or Psychiatric Jail Resident is transferred to the County.

6.8 If the County, in its sole discretion, decides to transport Medical or Psychiatric Jail Residents to the City's designated drop-off location or backup location within King County, Washington, the County will do so without charge. Should the County agree to a drop-off location or backup location outside of King County, Washington, the City will pay all transportation costs for Medical or Psychiatric Jail Residents taken to the designated drop off location or backup location. In no case will the County be obligated to transport a Medical or Psychiatric Jail Resident out-of-state.

#### 7. Jail Planning.

Jail Planning. The County and the City recognize the value of sharing information about their respective Jail Resident populations and anticipated use of Secure Detention and alternative means of detention. The Parties agree to make good-faith efforts to share this information regularly. Furthermore, should the County begin planning for potential changes in jail space or models, the County will make good-faith efforts to provide notice to the City that such planning is underway, so that the City has an opportunity to participate in planning efforts.

#### 8. Indemnification.

- 8.1 The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from any, and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that, the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
- 8.2 The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from any, and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.
- 8.3 In executing this agreement, the County does not assume liability or responsibility for or Interlocal Agreement: Jail Services City of XXX

46

in any way release the City from any liability or responsibility, which arises in whole or in part from the existence or effect of City ordinances, rules, or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

- 8.4 The terms of this Section 8 "Indemnification" shall survive the termination or expiration of this Agreement.
- 9. <u>Dispute Resolution</u>. In the event the Parties are unable to resolve a dispute, then either Party may pursue the dispute resolution provisions of this Section 9.
  - 9.1 Either Party may give Notification to the other in writing of a dispute involving the interpretation or execution of the Agreement. Within thirty (30) days of this Notification, the King County Executive and the Chief Executive Officer of the City, or their designees, shall meet to resolve the dispute. If the dispute is not resolved, then at the request of either Party it shall be referred to non-binding mediation. The mediator will be selected in the following manner: The City shall propose a mediator and the County shall propose a mediator; in the event the mediators are not the same person, the two proposed mediators shall select a third mediator who shall mediate the dispute. Alternately, the Parties may agree to select a mediator through a mediation service mutually acceptable to both Parties. The Parties shall share equally in the costs charged by the mediator or mediation service.
  - 9.2 Each party reserves the right to litigate any disputed issue in court, de novo.
- 10. <u>Termination</u>. Either Party may initiate a process to terminate this Agreement as follows:
  - 10.1 Ten (10)-Day Notification of Intent to Terminate. Any Party wishing to terminate this Agreement shall issue a written Notification of intent to terminate, not less than ten (10) days prior to issuing a ninety (90) day termination Notification under Section 10.2 of this Agreement. Upon receipt of the written Notification of intent to terminate, the parties will meet to confer on whether there are steps that the non-terminating party can take, in order to, avoid a ninety (90) day termination Notification notice under Section 10.2 of this Agreement.
  - Ninety (90)-Day Termination Notification. After the ten (10) day period has run under Section 10.1 of this Agreement, the party desiring to terminate this Agreement may provide the other party ninety (90) days written termination Notification, as provided in RCW 70.48.090.

#### 11. General Provisions.

11.1 Other Facilities. This Agreement reserves in each party the power to establish a temporary holding facility during a pandemic, riot, civil disobedience or natural disaster, to establish group homes or other care or rehabilitation facilities in furtherance of a social service program, to temporarily transfer Jail Residents to alternative detention facilities in order to respond to Jail overcrowding, a public health directive, or to comply with a final order of a federal court or a state court of record for the care and treatment of Jail Residents.

- 11.2 <u>Grants.</u> Both Parties shall cooperate and assist each other toward procuring grants or financial assistance from the United States, the State of Washington, and private benefactors for the Jail, the care and rehabilitation of Jail Residents, and the reduction of costs of operating and maintaining Jail facilities.
- 11.3 Law Enforcement Intake Portal. The County offers the use of a web-based Subject Intake Portal via its LEA Jail Management System Portal. The tool allows law enforcement officers to log onto the system and enter all arrest, case/charge, victim, probable cause, and drug crime certificate information. This method is the County's preferred method of intake and booking. LEO User Access to the JMS Portal is managed by the LEA who must designate one, or more, Group Administrator(s) who will be responsible for creating, managing, and deleting its users via the County's Login.KC system.
- 11.4 <u>Severability.</u> If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby.
- 11.5 Remedies. No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any one or several occasions does not constitute consent to or waiver of any later non-performance nor does payment of a billing or continued performance after Notification of a deficiency in performance constitute an acquiescence thereto. The Parties are entitled to all remedies in law or equity.
- 11.6 <u>Exhibits.</u> This Agreement consists of several pages plus the following attached exhibits, which are incorporated herein by reference as fully set forth:

Exhibit I Method of Determining Billable Charge and Agency

Exhibit II Exception to Billing Procedure

Exhibit III Calculation of Fees, Charges and Surcharges

- 11.7 <u>Not Binding on Future Agreements.</u> This Agreement does not bind the Parties as to the terms, fees, or rate formulas to be included in any future jail services agreements.
- 11.8 <u>Entire Agreement.</u> This Agreement, including all exhibits and attachments hereto, represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.
- 11.9 Modifications. The provisions of this Agreement may only be modified and amended with the mutual written consent of the King County Executive and the Chief Executive Officer of the City and the approval of their respective legislative bodies, excepting that, certain modifications to the notice requirements in Sections 4.2.1 and 4.2.2 as reflected in 4.2.3, and Attachment I-2 may be approved administratively by signature of both the Chief Executive Officer of the City and King County Executive as specified herein.
- 11.10 Force Majeure. In the event either party's performance of any of the provisions of this Agreement become impossible due to Force Majeure, that party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

11.11	Notifications. Except as otherwise provided in this Agreement, any Notification required to be provided under the terms of this Agreement, shall be delivered by certified mail, return receipt requested or by personal service to the following person:
	For the City of XXX:
	Or his/her successor, as may be designated by written Notification from the City to the County.
	For the County:
	Chief of Administration Dept. of Adult and Juvenile Detention 500 Fifth Avenue Seattle, WA 98104
	Or their successor, as may be designated by written Notification from the County to the City.
11.12	<u>Council Approval.</u> The Parties' obligations under this Agreement are subject to official City and County Council approval.
11.13	Filing. As provided by RCW 39.34.040, this Agreement shall be filed with the King County Department of Records and Elections.
11.14	Assignment/Subcontracting. The City may not assign or subcontract any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement.
11.15	No-Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

11.16 Execution in Counterparts. This Agreement and any amendments thereto, shall be executed on behalf of each party by its duly authorized representative and pursuant to an appropriate motion, resolution, or ordinance. The Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument.

King County:	The City of XXX:
Director of Department of Adult and Juvenile Detention	Deputy City Manager
Date	Date
Approved as to Form:	Approved as to Form:
King County	City Official
Date	Date

# **EXHIBIT I Method of Determining Billable Charge and Agency**

#### **Process Overview**

The application of all billing rules in conjunction with Section 1.6 of this Agreement comprises the method for determining the principal basis for booking or confining a person. The County's billing system examines all open and active charges and holds for each calendar day and applies the billing priority rules and tie breaker rules as set forth below. Then the billable agency is determined from the billable charge(s) or hold(s) and the application of exception rules, for example, the special DUI sentencing rule or the special six-hour rule.

#### **Billing Priority Rules**

The Billing Priority Group is determined in the following order:

1. Local felony charge(s)	A local felony charge is filed by the King County Prosecuting Attorney into a King County court.
2. Investigation holds from King County agencies or pursuant to a contract	An investigation hold is one that has been referred to the King County Prosecutor and includes King County investigation holds.
3. Department of Corrections (DOC) charge(s) pursuant to contract with DOC	Felony and misdemeanor charges adjudicated by DOC hearing examiner. Cases heard by a local court are considered local misdemeanors even if DOC is the originating agency.
4. Local misdemeanor charge(s) and city court appearance orders	Includes King County misdemeanors.
5. Other holds (contract and non- contract)	

#### **Tie Breaker Rules**

Tie breaker rules are applied in the following order to the Local Misdemeanor Priority Group (Number 4 above) when there are charges with multiple billable agencies. The first rule that applies determines the billable charge(s). The billable agency for the selected charge(s) is the billable agency.

1. Longest or only sentenced charge rule	This rule selects the charge(s) with an active sentenced charge or, if there is more than one active sentenced charge, the rule selects the charge with the longest imposed sentence length.
2. Earliest sentence rule	This rule selects the charge(s) with the earliest sentence start date.
3. Lowest sentence charge number rule	This rule selects the sentenced charge(s) with the lowest charge number as given in the DAJD booking system.
4. Arresting agency rule	This rule selects the charge(s) or hold(s) with a charge billable agency that matches the arresting agency for the booking.
5. Accumulated bail rule	This rule selects the agency with the highest total bail summed for all of the charge(s) and hold(s) for which the agency is the billable agency.
6. Lowest charge number rule	This rule selects the charge or hold with the lowest charge number as given in the DAJD booking system.

#### Attachment I-1: City and County Jail Charges Clarification

This document contains several examples consistent with Section 1.6 of this Agreement.

#	Situation	Jail Costs associated with these cases are:
1	Jail Resident booked by a city on a felony investigation, whose case is filed by the Prosecutor initially as a felony in Superior Court but subsequently amended to a misdemeanor charge (for evidentiary reasons, or entry into mental health court, or for other reasons)	County responsibility
2	Jail Resident booked by a city on a felony investigation and whose case is initially filed by the Prosecutor as a felony in District Court as part of a plea bargain effort (so called "expedited cases")	County responsibility (including the expedited cases to be filed under the new Prosecutor Filing Standards).
3	Jail Resident booked by a city on a felony investigation, whose case is initially filed by the County Prosecutor as a misdemeanor in district court (i.e., mental health, domestic violence or in regular district court)	County responsibility
4	Jail Resident booked by a city on a felony investigation. The County prosecutor declines to file the case and refers it to a city prosecutor or law enforcement for any further action.	County responsibility prior to release of felony investigation by the County prosecutor; City responsibility from and after release of felony investigation
5	Misdemeanor or felony cases originated by state agencies (i.e., WSP)	County responsibility
6	Jail Residents booked by a city on a juvenile charge who are held in adult detention or become adults during the pendency of their charge or sentence.	County responsibility

#### Attachment I-2

## Jail Resident Transfers: Transfer Request Exemption Criteria, Notice and Billing (Relating to Section 1.6.9)

- A. In the event of one or more of the following transfer exception criteria are met, a transfer may be denied by the County, in which case the person for whom the City has sought a transfer remains a City Jail Resident:
  - (1) Jail Resident has medical/health conditions/treatments preventing transfer.
  - (2) Transfer location refuses Jail Resident.
  - (3) Jail Resident refuses to be transported and poses a security risk.
  - (4) Jail Resident misses transport due to being at court or other location.
  - (5) City refuses to sign transfer paperwork requiring the City to arrange transportation for Jail Resident back to King County, if needed, when City sentence ends.
- B. If the County has refused a transfer request and thereafter determines that it no longer needs to detain the person and the person would as a result become a City Jail Resident, then the County will provide notice to the City that it will become billable for the Jail Resident. The City will not incur a Maintenance Charge on the day of notice. If the City transfers the Jail Resident during the six calendar days immediately following the day of notice, it will not incur a Maintenance Charge for the first calendar day following notice but will incur a Maintenance Charge for each subsequent calendar day until the Jail Resident is transferred. If the City does not transfer the Jail Resident from the Jail during this six-day period, the City is billable beginning the calendar day following the day of notice from the County.
- C. The terms of this Attachment I-2 may be amended by administrative agreement evidenced by execution in writing by the Chief Executive Officer of the City and King County Executive.

# **EXHIBIT II Exception to Billing Procedure**

For persons serving the one- and two-day commitments pursuant to the mandatory DUI sentence grid who report directly from the community to the Jail for incarceration, Jail Resident Day shall not be defined according to Section 1.16 of the Agreement. Instead, Jail Resident Day shall be defined as a twenty-four-hour period beginning at the time of booking. Any portion of a twenty-four-hour period shall be counted as a full Jail Resident Day. The number of days billed for each sentence shall not exceed the sentence lengths specified on the court commitment.

Two examples are provided for illustration:

Two-day sentence served on consecutive days:

John Doe	Booked 7/1/23 0700	Released 7/3/23 0700
	Number of Jail Resident days = 2	

Two-day sentence served on non-consecutive days:

John Doe	Booked 7/1/23 0700	Temporary Release 7/2/23 0700
	Return to Jail 7/8/23 0700 Number of Jail Resident days = 2	Released 7/9/23 0700

The Department of Adult and Juvenile Detention will apply this definition of Jail Resident Day to the City's direct DUI one and two-day Jail Residents by adjusting the City's monthly bill before it is sent to the City. If the changes are not made for some reason, the City will notify the Department of Adult and Juvenile Detention, which will make the necessary adjustments.

# EXHIBIT III Calculation of Fees, Charges and Surcharges

Starting on the Effective Date of this Agreement, the City shall pay the fees, charges, and surcharges with such annual adjustments for inflation as described below. Starting on the Effective Date of this Agreement, the City shall also pay offsite medical care charges as detailed below

2025 is the Base Year for fees, charges, and surcharges and is the basis from which the fees, charges, and surcharges are to be annually adjusted by applying the inflators set forth in Subsection 5.a. of this Exhibit III.

#### 1. MAINTENANCE CHARGE AND CAPITAL EXPENDITURE CHARGE

The Maintenance Charge shall be calculated as described below.

- a. The Maintenance Charge starting January 1, 2025, and for the remainder of the calendar year 2025, excluding any adjustments for Capital Expenditure Charges, will be \$XXX. When combined with the Capital Expenditure Charges, the Maintenance Charge for calendar year 2025 is \$XXX. The Maintenance Charge shall be inflated in 2026 as described in Section 5, and annually thereafter throughout the term of the agreement. The City will not be charged a Maintenance Charge for a City Jail Resident where the Jail Resident has been offsite (e.g. housed outside of the Jail) for all twenty-four (24) hours of a Surcharge Day and subject to 1:1 Guarding Surcharge for the entirety of such twenty-four (24)-hour period.
- b. In addition to the annual adjustment to the Maintenance Charge described above, King County will increase the Maintenance Charge to capture the cost of Capital Expenditures. Capital Expenditures are defined as the cost of repairing and renovating current jail capacity and facilities and support and administrative facilities that benefit Jail operations. Additional Capital Expenditures will be included in the Maintenance Charge if such expenditures benefit City Jail Residents. Any Capital Expenditure that solely benefits County Jail Residents will not be charged to the City. Capital Expenditures do not include Jail Bed Expansion Projects. Capital Expenditures do not include Major Maintenance.
  - i. Capital Expenditures will be calculated in proportion to the square footage that benefits adult detention. Cities will be billed their proportionate share based on the total number of Jail Resident Days (as defined in Section 1.16). By August 15 of 2025, and each August 15 through 2028, DAJD will estimate the total number of Jail Resident Days for the following year and will provide notice to the City of the Capital Expenditure Charge to be included in the Maintenance Charge for the following year.
  - ii. Upon request of the City, the County shall provide its six (6)-year CIP and its six (6)-year major maintenance plan to the City. The County will provide a detailed line-item budget of each Capital Expenditure. If the City disputes that the Capital Expenditure benefits City Jail Residents or otherwise disputes the inclusion of the Capital Expenditure or any portion of the Capital Expenditures' budget in the maintenance fee, the matter will be resolved under the dispute resolution processes described herein. Capital Expenditures will not be charged to the City to the extent such Capital Expenditures are covered by federal grants, state grants, insurance proceeds, capital maintenance reserves or voter approved capital funding for jail related improvements.
  - iii. Capital Expenditures, if debt financed, shall begin being charged when debt service payments begin for the permanent financing of the Capital Expenditure and shall

Interlocal Agreement: Jail Services – City of XXX

continue until the end of the debt amortization unless the debt amortization is less than fifteen (15) years, in which case the charges to the City will be amortized over fifteen (15) years. If the Capital Expenditure is not debt financed, Capital Expenditure charges shall be based on actual expenditures. The County will make available documentation evidencing such expenditures.

iv. Beginning January 1, 2025, and continuing through calendar year 2025, the Capital Expenditure Charge for ISP for the City is \$XXX and the Capital Expenditure Charge for the CSSP is \$XXX, for a combined total Capital Expenditure Charge of \$XXX to be added to the Maintenance Charge set forth in subparagraphs a and b above.

#### 2. BOOKING FEE

- a. The booking fee shall be based on whether or not the City is using the County's Personal Recognizance (PR) screeners for individuals it brings to a County jail facility to be booked. The two booking fees starting January 1, 2025, and for the remainder of the calendar year 2025 will be initially set as follows:
  - i. The Base Booking Fee shall be \$XXX. This is the booking fee payable by Contract Cities that are not using the County's PR screeners. This Booking Fee shall include XXX% of the total Budgeted Jail Costs associated with booking (including Jail Health Intake Services); this percentage of booking costs to be included in the Booking Fee shall remain fixed through the term of this Agreement.
  - ii. The **Standard Booking Fee** shall be **\$XXX**. This is the booking fee payable by Contract Cities using the County's PR screeners. This booking fee is composed of the Base Booking Fee plus the fee associated with the County's PR screeners.
- b. If the City has a court order on file as of the Effective Date, confirming that the City and not the County will have authorization to provide PR screening for City Jail Residents, then the City will be qualified for the Base Booking Fee as of the Effective Date. To qualify for the Base Booking Fee in subsequent years, the City must either provide a court order no later than July 1 of the prior year, confirming that the City and not the County will have authorization to provide PR screening for City Jail Residents, or a previously issued court order must remain in effect. If an authorizing court order is revoked or expires and is not renewed, the City will no longer qualify for the Base Booking Fee.

The Booking Fee shall be inflated in 2026 and annually thereafter as described in Section 5 below.

#### 3. SURCHARGES

In addition to payment of the Maintenance Charge and the Booking Fees, the City shall pay Surcharges associated with services provided to City Jail Residents as described below. The types of services provided to a Jail Resident associated with each Surcharge, and a general description of each Surcharge, is set forth in Attachment III-1.

The initial Surcharge amounts described in paragraphs (a) - (d) below shall apply from January 1, 2025, through December 31, 2025, and shall be inflated for 2026 as described in Section 5 below, and annually each year thereafter.

a. Infirmary Care. For Medical Jail Residents, the City shall pay an Infirmary Care Surcharge of \$XXX for each Surcharge Day.

Interlocal Agreement: Jail Services – City of XXX

- b. **Psychiatric Care**. For Non-Acute Psychiatric Jail Residents, the City shall pay a Psychiatric Care Surcharge of **\$XXX** for each Surcharge Day.
- c. Acute Psychiatric Housing. For Acute Psychiatric Jail Residents, the City shall pay an Acute Psychiatric Care Surcharge of \$XXX for each Surcharge Day.
  - i. The Acute Psychiatric Surcharge for each Surcharge Day shall be \$XXX
  - ii. The **Psychiatric Care Surcharge** for each Surcharge Day of **\$XXX** is added to the Acute Psychiatric Housing surcharge for a total Acute Psychiatric Care Surcharge of **\$XXX**.
- d. 1:1 Guarding Surcharge. The 1:1 Guarding Surcharge is the charge imposed when the County dedicates an individual officer to guard a City Jail Resident. The Surcharge shall be \$XXX per guard for each hour or portion thereof, and as further described in Attachment III-1.
- e. A Surcharge Day is defined as a 24-hour period from midnight to midnight, or any portion thereof, in which a Jail Resident receives any of the services within the Surcharges listed in subparagraphs (a) (c) above; provided that with respect to the Infirmary Care Surcharge, Psychiatric Care Surcharge and Acute Psychiatric Surcharge, a maximum of one (1) charge may be imposed within the twenty-four (24)-hour period for a single Jail Resident, and the charge imposed shall be the highest applicable charge. For example, if a Jail Resident is placed in Acute Psychiatric Care, released to the general population, and then again placed in Acute Psychiatric Care all within the same twenty-four (24)-hour period (midnight to midnight), a single Acute Psychiatric Care Surcharge will be imposed. Similarly, if a Jail Resident is placed in Acute Psychiatric Care and then in Non-Acute Psychiatric Care within the twenty-four (24)-hour midnight to midnight period, then a single Acute Psychiatric Care charge will be imposed.

#### 4. OFFSITE MEDICAL CARE CHARGES

In addition to the Maintenance Charge, the Booking Fee, and the Surcharges detailed above, the City shall be responsible for payment of all Offsite Medical Care Charges incurred by a City Jail Resident.

#### 5. INFLATORS AND RE-SETS OF FEES CHARGES, AND SURCHARGES

a. <u>Inflators</u>. Beginning January 1, 2026, and effective every January 1 through the term of the agreement, all fees, charges, and surcharges, excluding: (1) Offsite Medical Care Charges and, (2) the Capital Expenditure Charge components of the Maintenance Charge, shall be inflated by the percentage rates described below.

**Non-Medical Charges**: The following fees and charges are subject to an annual inflator of the Seattle-Tacoma-Bremerton CPI-W (covering the twelve (12)-month period ending in June) plus 1.5% but shall in no event be lower than 1.5%.:

- Maintenance Charge
- ii. Booking Fee
- iii. Acute Psychiatric Housing Surcharge
- iv. 1:1 Guarding

Medical Charges: The following fees and charges are subject to an annual inflator of the Seattle-Tacoma-Bremerton CPI-W (covering the twelve (12)-month period ending in June) plus three (3) percent, but shall in no event be lower than three (3) percent:

- i. Infirmary Care Surcharge
- ii. Psychiatric Care Surcharge
- b. <u>Final Fee, Charge and Surcharge Notice for Following Calendar Year</u>. No later than August 15, the County will provide notice to the City of the final fees, charges and surcharges listed in this Subsection 5.a. reflecting the application of the June-June CPI index in the manner prescribed in Subsection 5.a above.
- c. <u>Inflation Re-sets</u>. Notwithstanding the terms of Subsections 5.a and 5.b to the contrary, in the event the Seattle-Tacoma-Bremerton CPI-W (June-June) exceeds eight (8) percent then, as part of the August 15, final fee and charge notice, the County will include information demonstrating whether, based on factors affecting the DAJD Budgeted Jail Costs including but not limited to personnel costs, food, utilities and pharmaceuticals, the County's reasonably expected inflation experience for the DAJD Budgeted Jail Costs in the next calendar year (the "Expected Inflation Rate") is *less than or greater than* said CPI-W (June-June) rate. If the Expected Inflation Rate is lower than the CPI-W (June-June) rate, the County will apply the lower of the two rates to the fees and charges listed in this Subsection 5.c for the following calendar year.

# Attachment III-1 Summary Description of Medical Cost Model Surcharges and Pass-Through Charges

	Surcharge	Description
1.	1:1 Guarding	Cost to guard a Jail Resident in a 1:1 situation. Most common occurrence is at hospital or at off-site medical appointments. If more than one guard is required, then the rate would be the multiple of guards.
2.	Acute Psychiatric Care (two components) – billed by location	
	a. Psychiatric Care Surcharge	Costs for Jail Health Services (JHS) treatment team for services listed below for Psychiatric Care.
	b. Acute Psychiatric Housing Surcharge	Costs for additional officer staffing for: 15-minute checks, assistance with feeding, emergency responses, escorts, and other necessary services to provide for a Jail Resident who poses a potential danger to him or herself.
3.	Psychiatric Care (one component)	
	a. Psychiatric Care Surcharge	Costs for JHS Psychiatric treatment team for services listed below for Psychiatric Care.
4.	Infirmary Care	Costs for JHS Infirmary care, services listed on reverse.

	Pass-Through Charge Description				
5.	Off-Site Medical Charges	Costs for Jail Residents to receive services from outside medical providers (services not available from JHS). Examples include:			
		<ul> <li>Hospital care</li> <li>Dialysis</li> <li>Cancer treatment (chemotherapy, radiation)</li> <li>Specialized transport to medical appointments (wheelchair bound Jail Residents)</li> </ul>			

#### JHS Psychiatric Care

Services Provided:	Criteria:		
❖ Psychiatric Treatment &	Jail Residents with severe or unstable mental health		
Management	conditions are placed in psychiatric housing units and		
❖ Psychiatric Treatment Team	receive a level of monitoring and care based on the acuity		
Monitoring	of their mental illness. Jail Residents in psychiatric		
Medication Administration	housing are evaluated upon admission and then re-		
Mental Health Crisis Counseling	evaluated on a regular basis by a multi-disciplinary		
❖ Psychiatric Therapy Groups	treatment team.		

#### JHS Infirmary Care

Services Provided:	Criteria:
<ul> <li>24-hour Skilled Nursing Care</li> <li>Daily Provider Rounds</li> <li>Treatment and Management of Complex Disease States</li> <li>Medication Administration</li> <li>Activities of Daily Living Assistance</li> <li>Alcohol Detoxification</li> </ul>	Jail Residents who meet diagnostic criteria that require 24-hour skilled nursing care are housed in the KCCF Infirmary. Examples include but are not limited to:  * Patients requiring medical detoxification/withdrawal management;  * Individuals with non-stable medical conditions such as: need for kidney dialysis, wired jaws, newly started on blood thinning medication;  * Individuals who are mobility impaired and/or not independent in activities of daily living;  * Individuals requiring IV therapy or with central lines in place;  * Individuals who are acutely ill, post-surgical, who require convalescent care, and those with conditions requiring extensive treatment and frequent monitoring; and  * Individuals with severe respiratory problems requiring nebulizer treatments, oxygen and close observation.  Jail Residents are formally admitted to infirmary care following assessment by a physician or nurse practitioner and then monitored daily by provider and nursing staff. Discharge from the infirmary occurs either at the time of release from jail or as the patient's condition improves and can be safely managed in general population housing. Some individuals remain in infirmary care for the duration of their incarceration.



#### **Department of Adult and Juvenile Detention Directors Office** 500 Fifth Avenue Seattle, WA 98104

September 30, 2024

On December 31, the term of the Interlocal Agreement for Jail Services between King County and your city will end. Our Department of Adult and Juvenile Detention (DAJD) has created a new Jail Services Agreement (JSA) template, which the County Executive has approved and transmitted for approval by the King County Council.

The proposed new JSA is substantially similar to the agreement that expires this year. DAJD is proposing a five-year term. While the King County Council has final authority on the proposed template, we have collaborated with Council staff on preliminary reviews and are not anticipating significant changes to the draft version attached to this letter. DAJD will reach out to you directly for signature on a new JSA once approved.

Should the proposed JSA be approved by Council, DAJD will apply the same annual inflator used in the current contract to create the 2025 rates. The following are the proposed rates effective January 1, 2025, through December 31, 2025.

Other Cities	2024 Base Rate <sup>1</sup>	Annuai Increase <sup>2</sup>	Est. CPI W <sup>2</sup>	Base Rate Before Debt Svc.	ISP <sup>3</sup>	2025 Final Rate
Daily Maintenance	\$259.14	1.50%	4.00%	\$273.39	\$5.21	\$278.60
Booking - Standard	\$277.99	1.50%	4.00%	\$293.28	\$-	\$293.28
Booking - Reduced	\$189.39	1.50%	4.00%	\$199.81	\$-	\$199.81
Psych Unit (Acute + Psych Other)	\$450.98	1.50%	4.00%	\$478.34	\$-	\$478.34
Acute Psych Housing	\$322.78	1.50%	4.00%	\$340.53	\$-	\$340.53
Psych Other <sup>4</sup>	\$128.20	3.00%	4.00%	\$137.81	<b>\$-</b>	\$137.81
Infirmary	\$418.16	3.00%	4.00%	\$447.43	\$-	\$447.43
1 on 1 Guarding Hrly	\$92.52	1.50%	4.00%	\$97.60	\$-	\$97.60

<sup>&</sup>lt;sup>1</sup>Prior years base rate, before the inclusion of the Courthouse Seismic Stabilization Project (CSSP) and Integrated Security Project (ISP) fees. <sup>2</sup>Exhibit III Section 5 Inflators and Re-Sets of Fees and Charges.

<sup>&</sup>lt;sup>3</sup>Exhibit III Section 1, Maintenance Charge and Capital Expenditure Charge.

Acute Psychiatric Care (Psych Unit) is comprised of the Acute Psychiatric Housing Surcharge and the Psych Other Surcharge.

The Exhibit III Calculation of Fees, Charges and Surcharges, in the JSA specifies the fees, charges and surcharges as well as the Offsite Medical Charges, that the City shall pay. In 2025, the debt service for the Integrated Security Project (ISP) is \$5.21.

Please call me at 206-263-2769 if you have any questions.

Sincerely,

Diana Joy

Diana Joy

Chief of Administration

King County Department of Adult and Juvenile Detention

Attachment: Proposed 2025 Jail Services Agreement

cc:

Tami Schackman, DAJD Chief Financial Officer Ladna Farah, DAJD Budget and Finance Manager

Kayleen Keating, DAJD Fiscal Specialist



# BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

AB25-002 January 13, 2025 Committee Report

#### **AGENDA BILL INFORMATION**

TITLE:					☐ Discussion Only		
	Agreement for Police Services				Action Needed:		
PROPOSED	Appı	rove the amendment inc	reasing the	compensation			
ACTION:	amo	unt by 12.9% retroactive	e to 1/1/25	until April 1, 202	25 or	☐ Ordinance	
	the successful renewal of the ILA whichever is easier.				☐ Resolution		
REVIEW:	Dep	artment Director			12/20	0/2024	
	Fina	nce			Click	or tap to enter a date.	
	Lega	al	n/a Cl		Click	k or tap to enter a date.	
	City	Administrator	Mike Chambless 12/		12/20	0/2024	
DEPARTMENT:	Administration						
STAFF:	Chambless						
COMMITTEE:	Public Safety COMMITTEE DATE:			ATE: Jan	uary 6, 2025		
EXHIBITS:	1. Enter Exhibits Here						
		AMOUNT OF EXPENDI	TURE	\$ n/a			
		AMOUNT BUDGETED		\$ n/a			
		APPROPRIATION REQU	JESTED	\$ n/a			

#### **SUMMARY**

#### **INTRODUCTION**

North Bend has proposed to increase the level of compensation for the first quarter of 2025 by 12.9% while both cities continue to work on a new interlocal agreement.

#### **LEGISLATIVE HISTORY**

Original Agreement approved in 2012 Amended Agreement approved in 2019

#### **BACKGROUND**

North Bend and Snoqualmie have been meeting to amend the existing 2019 ILA compensation levels. Due to recent staffing changes in North Bend, the work is continuing into 2025. North Bend has proposed to increase the compensation level to 12.9% for the first quarter of 2025. Staff feels this is a positive development in the negotiation process and requests the City Council to approve the amendment.

#### **BUDGET IMPACTS**

Administration recommends approving an amendment to the 2019 Police Services ILA with the City of North Bend. The amendment would increase police services fee revenue approximately 12.9% above the 2024 fee and would be applicable during ongoing contract negotiations. The adjusted fee, payable to the City of Snoqualmie, would be \$2,835,674.

The 2025-2026 Biennial Budget included an estimated \$4,079,000 Police Services fee within the North Bend Police Fund (#014). Receiving the lower fee would result in the following temporary loss of revenue:

Date of New Police Services Agreement	3/31/2025	6/30/2025	9/30/2025	12/31/2025
Budgeted North Bend Police Services Fee	\$1,019,750	\$2,039,500	\$3,059,250	\$4,079,000
Amended North Bend Police Services Fee	\$708,919	\$1,417,837	\$2,126,756	\$2,835,674
Difference	\$310,832	\$621,663	\$932,495	\$1,243,326
Difference as a % of Budgeted General Fund Expenditures	1.4%	2.8%	4.2%	5.6%

If the loss becomes permanent, it would ultimately be borne by the General Fund (#001). However, Administration anticipates that the new agreement will be retroactive to January 1, 2025, meaning that after the signing of the new agreement, the temporary loss of revenue would be reversed, depending on the amount of the newly negotiated fee.

#### **NEXT STEPS**

Continue work on a new ILA with NB, concluding prior to April 1st, 2025.

#### **PROPOSED ACTION**

Approve AB25-001 by motion increasing the compensation level for the North Bend Police Services ILA by 12.9% for a total annual amount of \$2,835,674.



# BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

AB25-005 January 13, 2025 Committee Report

#### **AGENDA BILL INFORMATION**

TITLE:	<b>AB25-005</b> : Snoqualmie Fire Department 2025-2030 Strategic Plan				☐ Discussion Only	
					□ Action Needed:	
PROPOSED	Move to approve Resolution XXX adopting the City of				☐ Motion	
ACTION:					☐ Ordinance	
	0.10 quamme 1.110 2 open unioni 2020 201 unio 9.0 1 iuni			□ Resolution		
REVIEW:	Department Director	Mike Bailey 1		12/18	18/2024	
	Finance	Janna Wa	lker	12/18	/2024	
	Legal	n/a	n/a		ick or tap to enter a date.	
	City Administrator	Mike Chambless		Click or tap to enter a date.		
DEPARTMENT:	Fire					
STAFF:	Mike Bailey, Fire Chief					
COMMITTEE:	Public Safety COMMITTEE DATE: January 6, 2025			uary 6, 2025		
EXHIBITS:	1. Strategic Plan					
2. Implementation Guide						
	AMOUNT OF EXPENDITURE \$ n/a  AMOUNT BUDGETED \$ n/a  APPROPRIATION REQUESTED \$ n/a					

#### **SUMMARY**

#### **INTRODUCTION**

As part of the Snoqualmie Fire Department's Accreditation process, the department must have an adopted Strategic Plan. The Center for Public Safety Technical Advisor Program (TAP) was contracted in 2024 to facilitate and construct the City of Snoqualmie Fire Department 2025-2030 Strategic Plan.

#### **BACKGROUND**

In order to be an accredited agency, the Snoqualmie Fire Department must have an adopted Strategic Plan spanning no more than five years. The last Strategic Plan was adopted in 2018. In 2023, the City Council voted to extend the Strategic Plan for an additional year to 2024. In 2024, the Fire Department contracted with the Center for Public Safety TAP group to facilitate and construct a new community-driven strategic plan. In July, a dedicated team of community members met and completed a survey to provide feedback and input regarding the services the department provides, and that the community prioritizes. Utilizing the data gathered from community members, department members then participated in a Center for Public Safety TAP facilitated three-day workshop to create the new Strategic Plan that is presented for approval.

#### **ANALYSIS**

A Strategic Plan is a plan that is often referred to as an organizational work plan. It addresses contemporary issues facing the organization, focusing the agency and its members on the essential activities which must occur during that five-year period. The 2025-2030 Strategic Plan will help provide direction for the next five years concurrent with the Fire Department's next Accreditation cycle.

#### **BUDGET IMPACTS**

No budget impacts anticipated.

**NEXT STEPS** 

#### **PROPOSED ACTION**

Move to approve Resolution xxxx adopting the City of Snoqualmie Fire Department 2025-2030 Strategic Plan and authorize the Mayor to sign.



# SNOQUALMIE STRATEGIC PLAN



Facilitated by

2025-2030



The Center for Public Safety Excellence® (CPSE®) acknowledges and thanks the community and the City of Snoqualmie Fire Department (SFD) stakeholders for their participation and input into this community-driven strategic planning process. The CPSE also recognizes Fire Chief Michael Bailey and all who participated for their commitment to this process.

This plan was developed in July 2024, beginning with a meeting facilitated by representatives from the CPSE for community members, as named below. The community stakeholders' feedback considered by agency stakeholders in developing this strategic plan can be found in <u>Appendix A</u>.

#### **Community Stakeholders**

Adrienne Brady	Heather Dean	Jen Kirk	Diana Reul
Cara Christensen	Alice Friedel	Sherwood Korssjoen	Dorie Ross
Julie Chung	Joelle Gibson	Danna McCall	Marta Rothnie
Ellen Clark	Melissa Grant	Nichole Pas	Elizabeth Scott
Catherine Cotton	Shilpa Hastu	Katie Podschwit	Chris Stephen
Kelly Coughlin			

The agency stakeholder work sessions, conducted over three days, involved a group representing a broad cross-section of the SFD, as named below.

#### **Agency Stakeholders**

Robert Angrisano	Kristen Favro	Nick Lathrop	Jessica Rellamas
Mike Bailey	Jake Fouts	Anna Meehan	Zach Schumann
Chris Brown	Quentin Heath	Peter O'Donnell	Bert Wolfe
Tyler Byrd	Robert Lasswell	Ben Parker	

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# Message from the Fire Chief

It is with great pride that I present to you the 2025-2030 Strategic Plan for the Snoqualmie Fire Department. While this is the 3<sup>rd</sup> strategic plan the department has produced, the second since being accredited, it is an important planning tool for the department that is worthy of update and refresh every five years. Having a community-driven strategic plan is an important piece of our department's success in providing services to our community. Understanding the needs of the community, coupled with the input from our department personnel, helps provide the vision and guidance needed to plan for the department's future and continued improvement.

Thank you to the team from the Center for Public Safety Excellence Technical Advisory Group for facilitating the creation of the plan and to the dedicated members of the community and this fire department for the time and effort they put into its completion.

This document will provide a roadmap for what we want to accomplish in the next five years. As I finish my first year at the helm of the department, I am looking forward to what is to come and the direction this strategic plan will give us for the future. The Snoqualmie Valley, and more importantly, the City of Snoqualmie is a truly wonderful place to live and work, and I am proud to be representing the amazing men and women of this department.

Michael Bailey

Mill+B-G

Fire Chief

# **Table of Contents**

Introd	oduction	
	ess	
	ncy Background	
	ion	
	es	
	n	
Goals	S	8
Concl	clusion	g
Appe	endices	10
A.	Community Stakeholder Findings	10
B.	Agency Stakeholder Work	18



## Introduction

The community serviced by the City of Snoqualmie Fire Department (SFD) receives high levels of professionalism and efficiency from the agency's proactive approach to risk reduction and emergency mitigation. As such, the SFD contracted with the Center for Public Safety Excellence® (CPSE®) to facilitate a community-driven strategic plan. The process utilized by CPSE aligns with the Commission on Fire Accreditation International® (CFAI®) fire and emergency services accreditation model but also considers all parameters prescribed by the authority having jurisdiction.

CPSE's approach to community-driven strategic planning gathers feedback and input from community and agency stakeholders while focusing on future change beyond the status quo. Beliefs, concepts, current processes, and values were among the many pieces considered and questioned to bring this planning document to reality. The SFD exhibited a commitment to the implementation and execution of this plan to become more efficient and effective in alignment with its community.

### **Process**

Understanding what the customer desires is vital to the success of any organization. In this case, the customer is the community that the SFD serves. This applies even if the service organization is a governmental entity. Community-driven strategic planning ensures the community remains a focus of the organization's direction, and community feedback is at the heart of all deliberations and development of this strategic plan.

The process of strategic planning and the plan itself represents the embrace of transition away from how an organization has always done things, seeking to find efficacies and outcomes based on change. The community-driven strategic plan provides a management roadmap built on a shared vision and structured for measurable results. With the involvement of a diverse group of agency stakeholders, the SFD's strategic plan encompasses various experiences, perceptions, and perspectives that can also work to build more internal organizational symbiosis. For the desired, measurable results to be realized, the process and the strategic plan must focus on substance, not form. Only then can the SFD truly benefit from the process and realize its ultimate vision.



#### Community Stakeholder Findings

- ✓ Identify, from the community perspective, things the agency should and should not change.
- ✓ Identify the community's expectations for the agency, concerns about or for the agency, and aspects the community views as strengths or positives.
- ✓ Define the programs provided to the community.
- ✓ Establish the community's prioritized view of the programs and services provided by the agency.

#### Agency Stakeholder Work

- ✓ Identify the agency's strengths, opportunities, aspirations, and results.
- ✓ Revisit the mission statement, giving careful attention to the services and programs currently provided and which logically can be provided in the future.
- ✓ Revisit the values of the agency's membership.
- ✓ Revisit the agency's current vision, considering the consensus built from the strengths, opportunities, aspirations, and desired results.
- ✓ Identify the agency's challenges, service gaps, and causal effects through a thematic sifting process.
- ✓ Determine, by consensus, strategic initiatives for outcome-based organizational improvement.
- ✓ Develop strategic goals, SMART objectives with relative timelines, and comprehensive critical task concepts focusing on outcomes.



**Agency Stakeholder Work Session** 

# **Agency Background**



The City of Snoqualmie Fire Department was first organized in 1939 and was initially formed as a volunteer fire department. The department remained an all-volunteer organization until 1992 when they started the transition to a combination volunteer and career department. The long-standing tradition of volunteerism has remained in the department, with volunteer firefighters and EMS responders utilized to increase staffing to meet minimum established levels of service. SFD personnel have been highly effective in providing services and community involvement and have achieved a Washington Survey of Rating Bureau (WSRB) rating of 4. In addition, the agency is an internationally accredited fire department through the Center for Public Safety Excellence.

The SFD serves an approximate population of 14,000 residents. In addition, the local area has thousands of visitors and many others employed within the community. Growth and increase in population have and will provide for specific risks for which The City of SFD considers, prepares, and deploys its resources and personnel.



Today, SFD reflects on its history and remains committed to providing all-hazards emergency services and education to its community, embracing excellence in all they do. The SFD continues to honor its community by providing quality services through its proactive focus on risks and deployment from one station that provides service to the 7.42-square-mile coverage area. Staffed with 12 career firefighters, 4 administrative personnel, and 13 EMS volunteers to support the community, SFD embraces its future vision and continued excellence in service delivery.

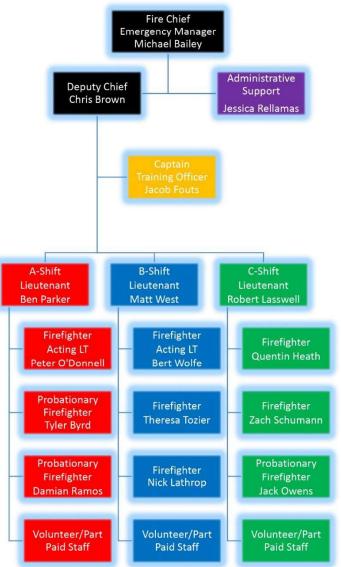
Looking ahead to 2025, the SFD anticipates the addition of three career firefighters and the delivery of a new engine in January, along with a new aid car in 2026. The SFD is also working to add seven new EMS volunteers by the end of 2025.





# **Snoqualmie Fire Department**

**Organizational Chart** 





**Agency Stakeholder Work Session Participants** 

# Mission

The mission provides an internal aspect of the existence of an organization and, to a degree, an empowering consideration for all SFD members. The purpose of the mission is to answer the questions:

Who are we? Why do we exist? What do we do? Why do we do it? For whom?

A workgroup met to revisit the existing mission and after ensuring it answered the questions, the following mission statement was created, discussed, and accepted by the entire group:

The City of Snoqualmie Fire Department is committed to providing superior community-based preparedness and emergency services in a timely and professional manner.





# **Values**

Values embraced by all members of an organization are extremely important, as they recognize the features that make up the personality and culture of the organization. A workgroup met to revisit the existing values agreed upon by the entire group.

#### Service Excellence

Snoqualmie Fire Department personnel provide exceptional levels of service to those we serve.

#### Collaboration

Snoqualmie Fire Department collaborates with the community and partner agencies, enhancing the services we provide.

### Responsive

Snoqualmie Fire Department personnel respond to the needs of the community safely, quickly, and with utmost professionalism and integrity.

### Inclusive

Snoqualmie Fire Department promotes inclusiveness by empowering members, fostering partnerships, and enhancing public education to create an informed community.

The mission and values are the foundation of this agency. Thus, every effort will be made to keep these current and meaningful to guide the individuals who make up the SFD to accomplish their goals, objectives, and day-to-day tasks.

# Vision

An organizational vision exists to keep all agency members focused on the successful futurity of the SFD and to guide quality change and improvement in alignment with the community. In support of the futurity created within the community-driven strategic planning process, CPSE facilitated the revision of the SFD's vision for the future. The agency will support the reality of this vision through successful plan implementation and goal achievement.

The City of Snoqualmie Fire Department and its members are committed to excellence by delivering equitable and compassionate services to our diverse community. We will embrace innovation in training and leverage response efforts with mutual aid partners to provide an all-hazards response for our city and surrounding communities.

The City of Snoqualmie Fire Department will:

- Commit to professional development and member growth.
- Anticipate and exceed community expectations through innovation in training and service delivery.
- Provide excellent customer service through positive interactions with those we serve.



# Goals

Community feedback and the Strengths, Opportunities, Aspirations, Results (SOAR) process led to the determination of strategic initiatives representing the high-level issues the agency stakeholders developed into goals. The SFD will now make these goals a focus of efforts that will direct the agency to its desired future. Goals with complete objectives, tasks, timelines, and assignments are included in a separate **Management and Implementation Guide**.



Attract and retain qualified staff throughout the agency that provides for internal development and reduces attrition.



Train, prepare, and equip to enhance the current wildland program based on demands and needs to match the growth of the city and region while meeting or exceeding established department standards and performance benchmarks.



Acquire, maintain, and improve physical resources based on demands and needs to match the growth of the city and region while meeting or exceeding national standards.



Improve relationships with external stakeholders, including council, city departments, community groups, and regional partners, through enhanced communication and interaction, incorporating feedback into operations.

# Conclusion

Working with community and department members from all levels, this strategic plan was developed, but the work is truly just beginning. Agency stakeholders must now execute and institutionalize the plan to ensure the community's expectations and the SFD's vision remain congruent. The accompanying **Management and Implementation Guide** will assist the SFD in the mechanics of implementation. The guide is not intended to be all-inclusive; rather, it provides flexibility to ensure future success.

It must be remembered that during this journey of regeneration through change and improvement, recalculation may need to occur to find the success desired. This strategic plan is a roadmap to help the SFD navigate that change and futurity. The ability to pivot to meet the current environment as institutionalization and implementation occur provides a greater likelihood that the desired outcomes and efficacies will be realized as envisioned.



"...we will chase perfection, and we will chase it relentlessly, knowing all the while we can never attain it. But along the way, we shall catch excellence."

Vince Lombardi

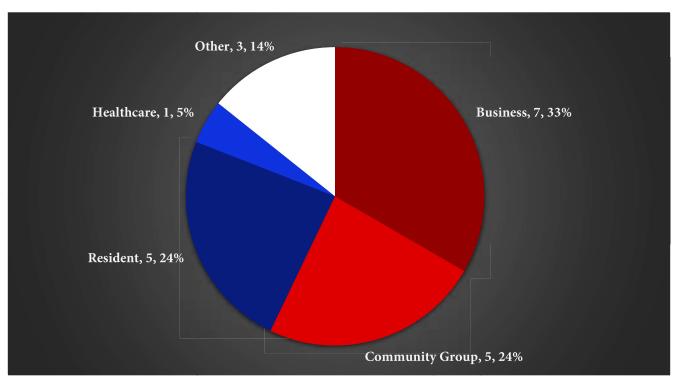


# **Appendices**

### A. Community Stakeholder Findings

The SFD demonstrates a commitment to its community via a focus on community input and satisfaction. A community stakeholder session was held to gather feedback from the respondents on the agency and its various services delivered. The information gathered from the community stakeholder feedback provided understanding to the agency stakeholders of any misalignment with its organizational foundation and performance or values-based expectations or concerns from which new improvement strategies and processes may be created.

**Community stakeholders** were identified by the agency to ensure broad representation. The breakdown of groups represented is presented here:



Respondents were asked to list, in priority order, up to three subjects relative to expectations, concerns, and strengths or positives for the SFD. Expectations and concerns were then analyzed for themes and weighted. The numbers in the parentheses are the cumulative weighted value that correlate with the themes identified. While the themes are listed in prioritized, weighted order, all responses were important in the planning process. Strengths or positives are listed verbatim and may be repeated based on different respondents.

The specific data and findings from the community stakeholder respondents are provided to follow.

#### Community Expectations of the City of Snoqualmie Fire Department (in priority order)

- 1. Fast response. Respond quickly to emergencies with our regional partners. Quick response time for our community. To respond to any fire or medical emergency in a rapid, efficient manner. Prompt response when called. Speed of response to emergencies. Timely response to emergencies. Timely service. Fast response. (43)
- Employee education. Training standards within the department are held to the highest levels, and both leaders and FF/EMTs are held accountable to those standards. Train for new likely scenarios. To stay proficient in skills and level of training to be able to mitigate any emergency crew is assigned to. Updated and ongoing training. Be knowledgeable about the community you serve - addresses, people who live in certain areas. High level of training and expertise, awareness to manage incidents correctly. Well-trained employees. (27)
- Should have more than "1 way" at the I90 x 18. Being available for the community, what if have multiple emergencies are not prepared. Be available to answer emergency calls when needed. No barriers to emergency situations - also create access to hospital. Excellent service. Provide a good response times and serve the community. (26)
- 4. Community education best practices for prevention and involvement. Educate the public (including schools and businesses) so they can assist in preventing dangerous circumstances that could lead to the loss of life and destruction of property/reduced risk to our first responders. Education. I expect some programs to help youth have an idea of the services. More educational programs for house fire safety. Keeping up to date on training externally. Public education. (19)
- Available in fire and inspection. Public communication. Work with local businesses on ways they can make our community safe-code enforcement. Community involvement/engagement. Open communications with the community. Involvement in the community from all levels. Other counties have junior sheriff - can we in Snoqualmie have a Junior Firefighter Program? Community engagement. Community involvement-community training (CPR/first aid). (15)
- Emergency Medical Services. Take patients to the closest hospital, very rarely a need to bypass and go to Swedish. (11)
- 7. Fire prevention. Routinely monitor businesses and other areas in the city. Be a partner for local businesses who want to improve the safety of their facilities. Participate in drills with the hospital, make sure all staff are familiar with the facility. Forward-thinking on fire prevention and emergency management. (11)
- Treat all employees and community members with respect. Stay dedicated and committed to the profession and community. Respect from FF/EMT on calls. Expect that every call be taken seriously and checked out. Professionalism emergencies taken care of first and foremost. (11)
- Emergency Management. Emergency management for community and tourist. (9)
- 10. Need to have an area that you can have a fire truck and ambulance. (5)
- 11. As a smallish department, I expect strong partnerships with the neighboring agencies, so all EMS/fire calls are responded to within industry standard service timelines. (5)
- 12. Maintaining equipment, resources, staffing recruitment. (3)
- 13. Wildland Urban Interface Fire Services. (1)
- 14. Work with community/businesses on disaster plan, having people (public) in place to assist if needed. (1)
- 15. As the community changes, that the department is looking ahead of those changes to beat the need before it happens. Example-do we have the equipment to deal with a fire at the multi-story hotel at the casino? (1)



# Areas of Community Concern about the City of Snoqualmie Fire Department (verbatim, in priority order)

- 1. Enough personnel. Making sure they are fully staffed. Staffing to demand as the community population and freeway traffic at the I90/SR18 interchange increases. Being fully staffed to have quick response times, community is growing, is number of staff growing? Staffing levels and retention. Enough firefighters at any given time to respond to calls. Just like the police department, I feel we both are understaffed. Maintaining staff levels-budgetary staff cuts. (36)
- 2. Maintaining levels of service, even with increased call volumes, without burning out our staff. Being able to handle a large disaster (this is without doing any research on the subject). Ability to assist other departments when a large fire occurs. Lack of access to emergencies due to Hwy 18 construction and blocking traffic. Traffic-WSDOT closures from 90 causing backups in Snoqualmie-not allowing for emergency vehicles to get out. Everyday traffic and events that impact traffic patterns. (18)
- 3. More wildfire education. May be good to share what all services you offer; it is more than people are aware of. More public education and training on emergencies and disasters. (11)
- 4. Fully funded for competitive markets for staff. Priority of funding for equipment and staffing. Working within the budget of the city. Proper funding to maintain equipment, training, and staff. (10)
- 5. Emergency Management. FIFA World Cup in the Snoqualmie Valley emergency plan. Prepare businesses and residents in case of natural disasters and fire. FIFA/traffic control. (10)
- 6. Concern about code for historic downtown district not requiring sprinklers-may we request an analysis of downtown code-businesses lacking fire water, etc. How to protect houses close to woods from the wildfires and housefires from EVs. (10)
- 7. I worry that staff are overworked, especially leadership staff. Ensuring our first responders have access to peer support and mental health professionals to lessen the mental/emotional load on our volunteer and career firefighters/EMTs. Physical fitness and being able to perform all that the job requires. (9)
- 8. Fast communication during emergencies. Working proactively with the city & business owners in historic Snoqualmie downtown to address fire risks through education, audits, and consultation. Can we get a list of things that all residents should have in case of fire or any emergencies. (9)
- 9. Making sure they have proper equipment, up to date. Aging apparatus that are past service life and constantly needing repairs (out of service). Keeping engines too long. (9)
- 10. Wildfires getting closer every year. Ability to manage wildfires-is there enough support? (8)
- 11. I would love to see a strong initiative to ensure the hiring of black, Indigenous people of color (BIPOC), and female first responders to better represent our community. (5)
- 12. Location, location, location. (5)
- 13. New risks due to changing climate and technologies including climate change and lithium-ion batteries. (5)
- 14. Ability of the city and department to retain fire staff for periods of time (longer than probation) and maintain longevity with Snoqualmie Fire Department (incentives, pay, benefits, etc.) competitive with neighboring departments. (5)
- 15. Size of team and equipment in relation to population served. (5)

- 16. Rumors about discussions of merger/annexation and how that would impact or could impact the current department. Community education-major events, earthquakes, natural disasters, etc. (4)
- 17. Maintaining training, skills, and motivation in both career and volunteer staff. Proper and complete training of all fire personnel to avoid accidents to self on property. (2)

#### Positive Community Comments about the City of Snoqualmie Fire Department (verbatim, in no order)

- As the director of a low-barrier shelter agency, I have always felt so grateful for your training-informed team, who has always treated each of our clients with respect and dignity.
- Grateful for the opportunity to train our staff to call on you less during non-emergency medical situations; thank you for your patience with us!
- Professional they fit the community "10".
- Available and informed when asked.
- Supportive.
- Good communication w/public.
- Education for the public.
- Community outreach.
- Community forward.
- Fast response times.
- Professionalism on scenes, very personable and caring.
- Community outreach, transparency, and trust.
- Strong joint operations during an MCO.
- Open to community feedback to continually improve operations.
- Great community engagement and professionalism.
- Very well respected.
- Responsive and incredibly well trained to respond across many types of emergencies.
- Clear and caring communications during/after our building fire.
- Positive community engagement.
- Fast response times.
- Coordination w./other departments.
- From our recent fire at Snoqualmie Ice Cream staff was great in keeping us informed.
- Members of the department are very nice at community events.
- Community involvement of both career and volunteer staff with events, public safety education, and community classes (schools, community groups, etc.).
- Commitment to community, service, and involvement.
- Snoqualmie Fire is a municipal department committed to the Snoqualmie Valley and not a merged fire organization such as some surrounding agencies.



- Ongoing volunteer program.
- Extremely respectful and professional staff at emergencies and in public.
- Constantly working to improve through training, accreditation, and allowing the public to have visibility into the fire department.
- Always friendly when you meet them in the grocery store, on the street, or anywhere else.
- Ready and willing to help out in any situation when approached.
- They held a community meeting on the safety of lithium batteries after on house had three fires. Appreciated the knowledge they gave to us.
- Quick response times for emergencies.
- Availability to speak with staff about concerns/questions at any time.
- Continue communication/updates via the city website and social media.
- Very involved in community events.
- Very approachable.
- For fire department, community feedback matters.
- Friendly, compassionate.
- Always working to improve.
- Using volunteers to help create a community.
- Active in the community, love to see the FD out at events w/ the old fire truck, engagement with youth is great.
- Community education NARCAN classes/Stop the Bleed classes are fabulous.
- Great transparency with community (social media).
- A skilled, kind, and compassionate team.
- Great follow-up responsiveness.
- A team that has members who have served the valley for a long time.
- Friendly, kind, and great with the community.
- Aware of community priorities.
- Timely responses to all needs-emergency or not.
- Quick to respond.
- Put homeowner at ease while taking care of issues.
- Always friendly and helpful.
- Serving the community.
- Community engagement.
- Always planning for the future.
- Great strong volunteer program.

#### Other Community Comments about the City of Snoqualmie Fire Department (verbatim, in no order)

- You all are amazing and appreciated!
- Site at I90/18 for "stand by"-Northwest site to connect hospital.
- More classes for community first aid, CPR, and wildfire prevention.
- You guys ROCKED our MCO event at Snoqualmie Ice Cream.
- Bless you all for saving our building and the downtown core.
- Deeply grateful for all you do.
- Thank you for all of the hard work that you do.
- I had a concern about carbon monoxide in my house, and when I went to the station to talk to them, they immediately went to my home to check it out. I was very thankful nothing was wrong!
- Please start a program for middle and high school kids.
- We really need more information to help our community be ready for a disaster-fire, earthquake, and heat.
- SVH would be happy to give tours.
- We are lucky to have you in our community!



**Community Stakeholder Work Session** 



#### Things the Community Feels the City of Snoqualmie Fire Department Should Change

(verbatim, in priority order)

- 1. Add welcome wagon for new businesses/residences aimed at safety/prevention. More community engagement. More community events to meet residents. More youth-involved programs. More community involvement. Being seen in the community more, community presence. (6)
- 2. More wildfire education. More education and engagement with downtown businesses about commercial fire safety issues. More public education. (3)
- 3. Work on better staff retention. FF/EMT retention. (2)
- 4. Staff that is more representative of community served (BIPOC, gender, etc.). (1)
- 5. Central point based on density. (1)
- 6. Continue aggressive work with Highway 18 construction to make sure public safety is maintained. (1)

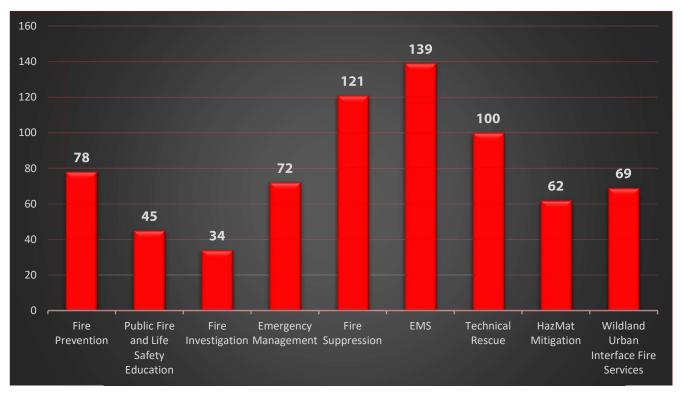
# Things the Community Feels the City of Snoqualmie Fire Department Should NOT Change

(verbatim, in priority order)

- 1. How accessible they are to the community. Opportunities for public engagement and education prevention. Community involvement. Community partnerships both business and resident involvement. Continue breakfast with firefighter event. Love the community involvement. The community focus. (8)
- 2. Personnel levels. Do not reduce staffing levels. (2)
- 3. No call too small. No call too small. (2)
- 4. Department's training and informed approach is fantastic. (1)
- 5. Good teamwork in fire and in inspection, they get a "10". (1)
- 6. Communications with residents. (1)
- 7. Wonderful firefighters you hire. (1)
- 8. Quick service. (1)

#### **Community-Prioritized Programs**

Understanding how the community prioritizes the agency's programs and services allows the SFD to ensure its focus on resource allocation aligns. With that, prioritization feedback was garnered with an instrument that compared the prioritization of the programs and services offered by the SFD. The results were as follows:





# B. Agency Stakeholder Work

A group of agency stakeholders representing the various segments of the SFD attended a three-day work session to review the community feedback, develop or revise the agency's mission and values, and establish a quality focus on the way forward in developing this community-driven strategic plan. Additionally, the process included an environmental scan in the form of a strengths, opportunities, aspirations, and results (SOAR) analysis to better understand the current situational aspects impacting the agency.

#### **SOAR**

The agency's internal stakeholders utilized a strategic environmental analytic method known as SOAR, where members consider the organization's current strengths, opportunities, future aspirations, and strategic results to formulate a path for continuous improvement. The SOAR process was conducted for reflection, focus, and alignment with the organization's set of values, its vision, and its mission. This appreciative inquiry process provided environmental scanning for strategic direction, associated plans through the application of innovative ideas, and a positive strategic framework that brings clarity to the agency's vision for leadership in day-to-day functions.

#### Strengths

Appropriate and proactive training to do the job.	We currently have the equipment to do the job.
Good span of experience and mentorship in the department.	Well-loved by the community.
Family atmosphere of inclusiveness and good working environment.	Lieutenants can perform battalion work, and engineers can perform officer work.
Progressive, open-minded, and adaptable to evolving needs.	Solid policies, procedures, and ground rules.
Strong relationships with surrounding agencies.	Good people and strong internal relationships.
We "wear a lot of hats" well.	Adaptability/all-hazards response team ready.
Comradery and good energy.	Hold each other to high standards.
Currently meeting the department's emergency response needs to mitigate events in the community.	Volunteers feel integrated, supported, and valued on calls in the department.
Maximize usability of ground current staff and resources.	Department's flexibility to take on extra duties.
Volunteers round out the department, community events, etc.	Communication during morning huddles/transparency.
Diversity in thinking and approach among lieutenants and leadership.	We hire good people who are the right fit for the department.
A balance of harmony internally.	Good care for aging equipment and apparatus.
Supported by the community.	Safety mindedness.
Limited bureaucracy in place that allows access with city administration.	Individuals have a large voice in department changes and decisions than a larger department.
Quality of EMS care and training.	Ability to handle a large variety of calls for service.
Stabilize and mitigate all incidents independently.	Flexibility and adaptability of career staff overtime, etc.
We successfully run calls without the exact right equipment- i.e., brush fires without a brush truck.	Providing non-traditional services; paramedic services, opiate education, etc.

### **Opportunities**

Create a hiring process for targeted skill sets for department needs.	Buy equipment and apparatus that aligns with the needs of the department over the five-year period.
Explore internal restructuring to improve efficiency and meet the community's needs.	Public education outreach and social media for emergency preparedness to the community.
Expand staffing support and day shifts with opportunities in prevention and public education.	Create ongoing communication with city leadership on the goals and needs of the department.
Leverage technology to streamline information sharing and storage.	Improved tracking system for apparatus, equipment, and station assets.
Utilize personnel interests and strengths to benefit the department and its programs.	Create a formalized mentorship program for operational growth.
Expand the opportunity for professional and personal growth.	Hold each other accountable for timelines and deadlines.
Develop a wildland firefighting program.	Address retention issues, work hours, pay, and benefits.

Utilize training and resources to create additional revenue streams; wildland deployment, first aid/CPR classes, etc.

### **Aspirations**

In five years, have a dedicated and fully funded capital improvement plan.	Money generated by the fire department is used to benefit the fire department's operations and needs.
In five years, staffing levels are proportional to call volume and service requirements.	In five years have a system in place that ensures a high level of technical response team training.
Be a department that is not a stepping stone to other departments.	Internal growth, no "broken you're out" policy to create career growth opportunities.
Ability to respond to two emergencies at the same time without a drop in quality or time, dual staffing.	Organizational planning culture that is not just reactive actions.
Make retirement/separation from the department internally controlled.	Re-establish the fire marshal position to alleviate additional work for operations.
In preparation for department growth, ensure station space and equipment is sufficient for all on-duty personnel.	Differentiate training requirements for lateral vs. entry- level firefighters and revamp the probation time.



#### Results

	Group 1	Group 2		Group 3
-	Citizens have high approval	- A fully staffed depart		Adding non-24-hour FTE's.
	rating of the department.	high level of retention	on.	Reduction in unit utilization by
-	Members of the department	- New internal position	ons.	hour.
	enjoy working here.	- Creation of enterpri	se funds.	Improvement in unit reliability.
-	Training is sufficient for all calls.	- Purchasing equipme		A strategic plan for action.
-	Meeting response time	with forecasted need	ls	Budget reflects department
	benchmarks.	- Contracts in line wit	th	revenue.
-	Sno Valley benefits from our	comparable.	-	Reduction in maintenance requests
	high level of training and good	- Reduction in manda	itory	and increase in apparatus
	working relationships with partner agencies.	overtime.	_	availability.
	Extended shelf life of equipment	- A contract that mee		Improved outcomes on tech rescue
-	and apparatus due to good	exceeds regional par		calls.
	upkeep and care.	agencies.	-	Positive community surveys.
_	A more informed public from	- Five- or six-person is staffing.		Bond and levy funding success.
	enhanced use of social media.	- Increased tenure to	five years or	Continued successful recruitment of new volunteers.
-	Accrue additional funds from a	greater.	•	
	wildland firefighting program.	- Set admin ride-alon	g for a day	Involvement in the training consortium.
-	Lesson carbon footprint and	every month.		Continuity in emergency response
	improve access/efficiency by	<ul> <li>Utilize consortium/j</li> </ul>		with neighboring agencies.
	utilizing more digital tracking.	training.	_	Ability to perform as a single
-	Increased BIPOC/female	- A formal study for a		resource unit for all hazards.
	representation would increase	stations.	-	New budget line items to utilize
	community trust.	- Volunteers have ten	ure in the	revenue streams that were fire
-	Less burnout and increased	department.		department needs.
	morale from adequate staffing.	- Pancake breakfast sı	iccess.	Larger budget for training and
-	Improved retirement and separation with a smoother	- Strong support from	city	increased class attendance.
	transition from work to personal	administration.	-	Increased social media interactions.
	life.	- Seamless and coord		Increased number of subject matter
_	Funded fire marshal position	response from partr	_	experts involved with teaching at
	creates less burden on other staff.	- Appropriate training	-	the consortium.
-	Adequate space and supplies for	use of time for latera firefighters.	al vs. entry	Better training and equipment to be
	increased staffing.	mengmers.		able to respond to wildland both locally and regionally.
				locally and regionally.

#### **Programs and Services**

It is imperative that agency stakeholders distinguish between the core deliverables (programs and services) provided by the SFD and those supporting services that help the agency provide the core programs and services. With this understanding, the agency stakeholders can further define where the issues and gaps exist within the organization and provide more basis for the environmental scan that is conducted. To bring this understanding to fruition, CPSE provided guidance and gained consensus understanding with the entire group so that the difference between the deliverables and the supporting functions were understood.

#### **Challenges and Service Gaps**

After sifting through data and feedback provided by the community stakeholders, and the internal environmental scan conducted, the agency stakeholders, by consensus and group effort, determined that the following challenges and service gaps exist within the SFD. Each challenge or gap listed is accompanied by the causal effects determined by the two groups. They are then linked to the strategic initiative identified by the agency stakeholders.

	Group 1		Group 2	Initiative Link
Retention		Staf	fing	
0	Competition with comparable agencies	0	Recruitment and retention	
0	City policies	0	Right people/right position	
0	Workload	0	Workload	
0	Mental health	0	Morale	Retention
0	Opportunity for growth	0	Training	Retention
0	Scheduling			
0	Good vs. poor leadership			
0	Mandatory overtime			
0	Equipment			
Wil	dland Program	Serv	vice Levels	
0	Looming threat	0	New programs-wildland program	
0	Public education	0	Re-evaluate current programs	Wildland
0	Resources, tools, brush truck	0	Staffing levels and the needed number of	
0	Climate change and global warming		personnel	Program
0	Training	0	Community preparedness and education	
0	Source of income from deployments			
		Equ	ipment	
		0	Appropriate equipment for the task	Physical
	N/A	<ul> <li>Reliable equipment</li> </ul>		·
		<ul> <li>Replacements and future needs</li> </ul>		Resources
		0	Innovation and selection of items	
		Cor	nmunication	
		0	City and council education	
N/A		0	Content and frequency of a united	
			message	External
		0	Alignment of goals between the city and	Relations
			department	
		0	Chain of command	
		0	Funding allocation	



The following information is raw data from the deliberation of the two workgroups that are *not* linked directly to a strategic initiative but remain important. The department is best served to understand and embrace this other information as it moves forward for deliberative purposes and consideration of support of the strategic initiatives.

	Group 1	Group 2	Topic
Staf	fing	Staffing	
0	Stepping stone	<ul> <li>Recruitment and retention</li> </ul>	
0	Good vs. poor leadership	<ul> <li>Right people/right position</li> </ul>	
0	Pay	<ul> <li>Workload</li> </ul>	
0	Benefits and Incentives	o Morale	
0	Opportunity for growth	<ul> <li>Training</li> </ul>	Staffing
0	Lowered candidate pool		
0	Comradery and vibes		
0	Recognition		
0	BIPOC/gender equity		
0	Tough probation period		
		Industry Standards	
	NT/A	<ul> <li>Community involvement</li> </ul>	Industry
	N/A	<ul> <li>Training standards</li> </ul>	Standards
		<ul> <li>Roles and responsibilities</li> </ul>	



**Agency Stakeholders Work Session** 

#### **Strategic Initiatives**

Based on all previously captured information and determining critical issues and service gaps, the following strategic initiatives were identified as the foundation for developing goals and objectives.

Retention Wildland Program Physical Resources External Relations

Complete goals with objectives, tasks, and outcomes can be found in the accompanying **Management and Implementation Guide**.

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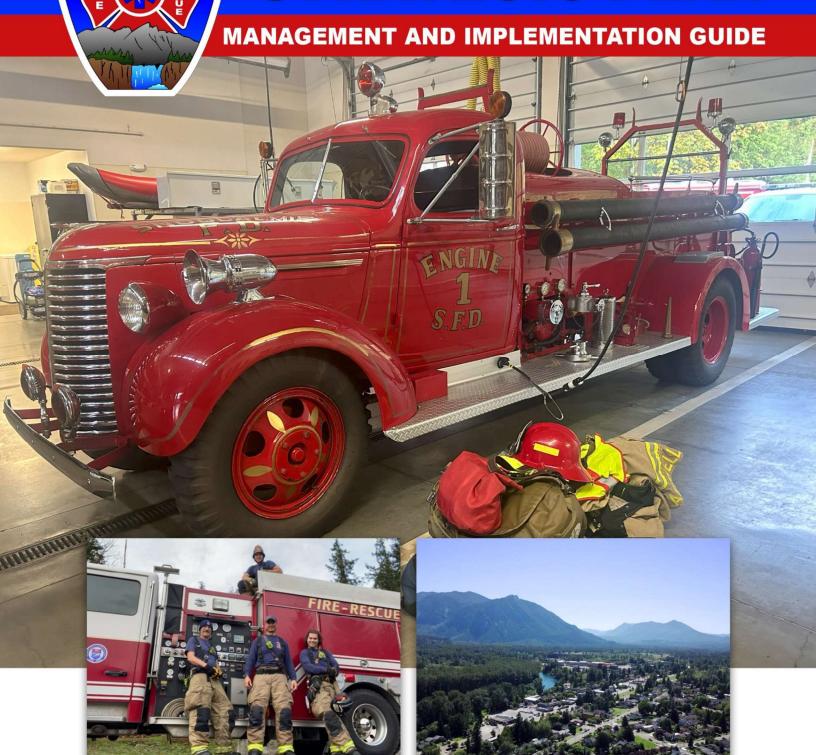


# 2025-2030 STRATEGIC PLAN



2025-2030

# STRATEGIC PLAN



Facilitated by



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# **Foreword**

As part of the community-driven strategic planning process, this management and implementation guide was developed to assist the City of Snoqualmie Fire Department (SFD) in managing its future success through institutionalization, implementation, monitoring of progress, and results feedback. The SFD must remember that a plan without managed implementation will never result in change and greater success. This is a living document that the agency should use throughout the duration of its community-driven strategic plan. It provides for further revision, accountability, ways to measure and celebrate success, and desired outcomes. Additionally, information is provided to ensure alignment with the strategic vision of the authority having jurisdiction or other sources as determined by the SFD.

# The Success of the Strategic Plan

The SFD approached its desire for organizational change and continuous improvement by developing a community-driven strategic plan focused on input and participation from the community and agency stakeholders. The success of this community-driven strategic plan will be rooted in a quality implementation and institutionalization plan, and support from all who hold a stake in the SFD.

Without a true focus on implementing and institutionalizing this plan, the SFD may fall short of the change it desires. The CPSE recognizes the agency's commitment to its community and supports the continuous improvement identified in this community-driven strategic plan.

# Communication

Developing communication processes to disseminate the strategic plan's goals, objectives, and tasking concepts will be key to the agency's success in institutionalizing strategic planning processes. Even the best strategic plans are undermined by the inability to effectively communicate plan goals and objectives that align member actions, and this is a central reason why agencies lose control during the implementation. Creating a comprehensive communication plan with clear accountability, ensuring the information needs of various stakeholders are met, and allowing relevant information to go to the right person at the right time to avoid information overload and confusion, will support implementation efforts.

There are various ways an agency may utilize its current communication systems to distribute the plan's elements and agency successes as implementation activities progress. Recognition of the importance of reporting progress to all levels of the agency and its stakeholders will assist in determining which of those systems should be included in disseminated information.

# Institutionalization and Implementation

A contributing factor to the success of the community-driven strategic plan is its institutionalization across all levels of the organization. Without it, the plan will remain siloed, and implementation may be hindered. Institutionalization provides an excellent opportunity to communicate to all stakeholders about the intended changes, applicable outcomes, and the direction the department is heading.

Many avenues of institutionalization and implementation are used by agencies that sincerely understand the power of the community-driven strategic plan. Just as the plan's

#### **Tips for Institutionalization**

- 1. Communicate to all levels, even during onboarding.
- 2. Get all levels involved in the implementation and tap their creativity.
- 3. Empower all leaders and give them the autonomy to lead effectively.
- 4. Maintain accountability.
- 5. Report progress regularly for all to see.

development included agency stakeholders representing a broad spectrum internally, the implementation phase must also ensure that the same representation model is utilized. All agency stakeholders who contributed to the plan's development should be empowered to ensure that members throughout the organization can be part of the implementation phase. This will further institutionalize the plan processes and add value toward implementation successes.

Whether or not they participated in the development of the community-driven strategic plan, all agency stakeholders must recognize that this plan is for the entire agency and is not just representative of the SFD's leadership. Perceived and actual ownership across the SFD increases the probability of success and the realization of the desired outcomes.

For further information on implementation and institutionalization, the SFD may distribute this article as provided by the CPSE: <u>Strategic Planning + Institutionalization = Implementation Success.</u>

# Performance Measurement

By incorporating performance measures into this community-driven strategic plan, the SFD has ensured greater success through implementation and institutionalization. However, the agency must continue to measure its successes and challenges during plan execution to stay on course for positive change and delivery to its community. Greater focus should remain on the plan's intended outcomes, not just agency inputs and outputs. Outcomes are those results that genuinely deliver for all stakeholders.

# Goals, Objectives, Tasks, and Measures



GOAL 1: Attract and retain qualified staff throughout the agency that provides for internal development and reduces attrition.

### **OBJECTIVE 1.1**

Evaluate all positions to determine the need for realignment or reorganization within the department with deliverable reports to city administration.

TASKS	;	TIMEFRAME	ASSIGNMENT
	Evaluate current position descriptions against actual duties.	1 month	
	Identify additional responsibilities not captured in current positions and those that may be anticipated in the future.	1 month	
	Research comparable agencies' position descriptions to determine similar responsibilities and functions.	3 months	
	Develop proposed realignment of the organization, which may include new positions to be incorporated into a report.	45 days	
	Deliver the report to city administration for consideration in the next budget cycle.	2 weeks	
	Based upon approvals, create an implementation plan to incorporate new FTEs in support of identified tasks.	3 months	
	In conjunction with human resources, update job descriptions to include new FTEs.	6 months	
	Develop a timeline with human resources and labor-management to determine the frequency of review and update of position descriptions.	2 weeks-ongoing	

- □ Completed report shared with city administration to explain the need for potential new FTEs.
- ☐ Achieve a more balanced workload with positions that match the agency's size and scope of duties.

Incentivize the acting officer program to encourage additional participation, reducing the use of overtime.

TASKS	TIMEFRAME ASSIGNMENT
<ul> <li>Evaluate current roles and responsibilities for acting officers.</li> </ul>	1 month
<ul> <li>Recommend changes to include the addition or removal of requirements for acting officers.</li> </ul>	1 month
<ul> <li>Evaluate comparable agencies' incentives for encouraging program participation and provide recommendations.</li> </ul>	1 month
☐ Engage the group through survey or dialogue to determine hesitations or apprehension to becoming an acting officer.	2 months
☐ Evaluate the need to incorporate annual promotional exams to build confidence in necessary knowledge, skills, and abilities.	6 months
☐ Evaluate the need to develop an on-call staff officer program to support on-duty crews with out-of-thenorm needs.	6 months
☐ Work with the labor-management group to develop a plan for implementation to include timelines and benchmarks.	4 months
☐ Evaluate program performance against instances of officer overtime requirements.	1 month-ongoing

Decrease the amount of overtime within the department to be consistent with the budgeted
amount.

Increase the number of acting officers to a minimum of one per shift, with a goal of two per shift
identified and trained

Develop and adopt a professional development plan that includes all staff which leads to an organizational succession plan.

TASKS	3	TIMEFRAME	ASSIGNMENT
	Review current policy to identify areas requiring updates to include new pathways.	2 months	
	Review surrounding agencies' programs to adapt to agency-specific needs.	3 months	
	Identify collective bargaining impacts and work with labor-management committee to overcome challenges.	6 months	
	Draft a new professional development plan to be incorporated into policy.	1 month	
	Determine specific benchmarks for implementation.	1 month	
	Develop a timeline for implementation to include established benchmarks.	1 month	
	Post-implementation, evaluate the plan through the use of personnel appraisals and focus groups.	1 month-ongoing	

#### **MEASURED OUTCOMES**

☐ Complete update to current Professional Development Plan.

Work with city administration to conduct a comprehensive compensation study for all positions to include wages, benefits, and working conditions in relation to other agencies within the same region to improve year-over-year retention.

TASKS	TIMEFRAME	ASSIGNMENT
<ul> <li>Meet with the labor-management group to determine the scope and specific needs.</li> </ul>	4 months	
<ul> <li>Meet with city administration to review the need and garner support for the process.</li> </ul>	1 month	
☐ Host a joint meeting with city administration and labor management committee to draft a formal outline, including the choice of a third-party vendor to complete and present the findings to the city council.	3 months	
Work with city administration to adopt the results of the study to be included in future collective bargaining sessions.	6 months	
<ul> <li>Evaluate the effectiveness of the compensation study's usage during the collective bargaining process to determine validity for future processes.</li> </ul>	2 months	

Creation of a published compensation study to be utilized during contract negotiations with the
IAFF.

Develop a process for recognition of major milestones of staff members; to include end of probation, promotions, educational achievements, and other significant events.

TASKS	TIMEFRAME	ASSIGNMENT
<ul> <li>Review the current recognition policy and achievements to determine validity and identify updates.</li> </ul>	1 month	
Determine the need for in-house ceremonies for major milestones, such as probation, promotion, or educational benchmarks.	1 month	
<ul> <li>Make draft changes to the adopted recognition policy for approval.</li> </ul>	1 month	
☐ Establish a work group to review the annual banquet to include purpose, function, and design for the future.	6 months	
☐ Review updated recognition procedures on a periodic basis through surveys or other evaluative instruments to determine effectiveness.	1 month-ongoing	

Survey developed that determines the effectiveness of changes to the recognition program and
policy for the department.

☐ Increased attendance at the annual banquet to 75% of the departmen
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GOAL 2: Train, prepare, and equip to enhance the current wildland program based on demands and needs to match the growth of the city and region while meeting or exceeding established department standards and performance benchmarks.

### **OBJECTIVE 2.1**

Analyze the current wildland program to determine if, in its current state, the program meets the needs of the city and region.

TASKS	TIMEFRAME ASSIGNMENT
<ul> <li>Establish a committee with a committee lead and define needed roles.</li> </ul>	1 month
<ul> <li>Identify members and assign roles within committees based on the defined roles.</li> </ul>	1 week
☐ Review the baseline and determine the current state of the wildland program.	2-3 months
☐ Examine the appropriate elements of the Community Risk Assessment and Standards of Cover and determine where gaps are in the program.	1-2 months
<ul> <li>Consult with external agencies and joint partners concerning wildland firefighting in the region.</li> </ul>	1-2 months
<ul> <li>Compile and analyze data from internal and external sources.</li> </ul>	1 month

Completion of a report that identifies the current status and identified needs of a wildland
program.

Utilize findings from the analysis to determine what future needs and budget requirements are and execute an acquisition plan to meet city and regional expectations.

TASKS	TIMEFRAME	ASSIGNMENT
From previously analyzed data, determine current and or future needs.	1-2 months	
☐ Generate a list and prioritize needs.	3-4 weeks	
☐ Build out a budget and a material acquisition timeline based on previous priorities.	1 month	
☐ Present budget and material acquisition timeline to the fire chief and city council.	1 month	
<ul> <li>Once approved, execute budget and material acquisition plan or adjust based on fire chief and city council recommendations.</li> </ul>	1-2 months	

#### **MEASURED OUTCOMES**

☐ Procurement of resources needed to begin the wildland program.

Build out city and regional response plans based on new equipment obtained to mitigate wildland risk in the community.

TASKS	TIMEFRAME	ASSIGNMENT
☐ Committee leads will consult with regional subject matter experts to obtain best practices.	2-3 weeks	
Prepare recommended updates to the policy and procedural guidelines.	1-2 weeks	
☐ Present recommended updates to administration.	2-3 weeks	
☐ Staff will enhance current policy and procedural guidelines and standards of response based on new equipment and regional best practices.	1-2 months	
☐ Review and approve the final draft of the policy and procedural guidelines.	1 week	

#### **MEASURED OUTCOMES**

☐ Create new policies and procedures that encompass the new wildland program.

### Provide appropriate training and knowledge on new wildland resources and programs.

TASKS	TIMEFRAME ASSIGNMENT
☐ Ensure costs determined in previous cost analysis align with training program needs.	1-2 weeks
☐ Create department training plans for future employees.	2-3 months
Have the plan reviewed and approved by the fire chief.	1 week
Make the approved training plan accessible to all employees.	1-2 days
<ul> <li>Determine subject matter experts needed and deliver training.</li> </ul>	1 month
☐ Collect and document feedback.	1-2 months
<ul> <li>Evaluate and edit training programs based on feedback.</li> </ul>	2-3 weeks

Specific to their job requirements, all personnel trained to meet the needs of the new wildland
program.

Establish a wildland/urban interface public education program.		
TASKS	TIMEFRAME	ASSIGNMENT
☐ Determine program costs and align with training program needs.	2-3 weeks	
☐ Develop fliers and info packets.	1 month	
☐ Work with city PIO to push out fliers and info packets to citizens via social media and the city newsletter.	1 week-ongoing	
☐ Utilize the city's annual survey to determine if wildfire public education efforts are effective.	1 month-ongoing	
Utilize and apply feedback to refine the wildfire awareness program.	1 month-ongoing	

#### **MEASURED OUTCOMES**

□ Public education material distributed to the community to increase wildland preparedness.

Evaluate if the expansion of the wildland program, resources, and public education met the original needs identified.

TASKS		TIMEFRAME	ASSIGNMENT
	Form a committee to evaluate the effectiveness of wildland program, resources, and public education.	3-6 months	
	Compile and analyze data gathered from internal and external sources.	1 month-ongoing	
	Create a lesson-learned document.	1-2 months	
	Reevaluate the wildland program, resources, and public education based on lessons learned on an annual basis.	1 month-ongoing	
	Make lessons learned documentation available to the department and revise as needed.	1 week	

#### **MEASURED OUTCOMES**

☐ Creation of a lesson-learned document to be shared with the department and community leaders



GOAL 3: Acquire, maintain, and improve physical resources based on demands and needs to match the growth of the city and region while meeting or exceeding national standards.

### **OBJECTIVE 3.1**

#### Implement a system to determine and define the resource needs of the department.

TASKS	TIMEFRAME	ASSIGNMENT
☐ Determine the department's current physical resources.	1 month	
☐ Send out a survey to the department members to determine needs based on projected growth requirements.	2-3 weeks	
<ul> <li>Analyze survey outcomes to determine what targeted acquisitions are needed.</li> </ul>	2-3 weeks	
☐ Define and prioritize targeted acquisitions.	1-3 months	
☐ Present findings and obtain approval for funding from the fire chief and city council to procure targeted acquisitions through the use of the city capital improvement plan.	1-2 months	

#### **MEASURED OUTCOMES**

☐ Create a prioritized list of department physical resources and acquisitions needed to be included in the upcoming city capital improvement plan.

### Form committees to research, develop ideas, and design targeted acquisitions.

TASKS	TIMEFRAME	ASSIGNMENT
☐ Establish committees with a committee lead and define needed roles based on needed equipment.	2 weeks	
☐ Identify members and assign roles within committees based on the defined roles.	1 week	
☐ Collect input on specifications and design in draft form.	3-4 months	
☐ Finalize draft form.	1 month	
☐ Final specifications and design presented to the fire chief and city council.	1 week	
☐ Upon approval from the city council, the committee leads will move forward with design and specifications.	2 months	

#### **MEASURED OUTCOMES**

☐ A new process created to utilize committees to determine major purchases or acquisitions.

Provi	Provide appropriate training and knowledge on new resources.					
TASKS	3	TIMEFRAME	ASSIGNMENT			
	Once assets arrive, conduct training with the vendor and develop go/no-go criteria for putting equipment in service with the expected date of completion.	1 month				
	Document training provided by the vendor.	1-2 weeks				
	Create department-specific training plans for future employees.	3 months				
	Conduct cost analysis of required training delivery.	1 week				
	Have the plan reviewed and approved by the fire chief.	1 week				
	Make the approved training plan accessible to all employees.	1 week				
	Collect and document feedback.	1 month				
	Evaluate and edit the training program based on feedback.	1 month-ongoing				

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$\Box$	Creation	or a d	locumented	process	for butting	newiv ac	cauirea	eauibmen	t into	service.

Creation of a library of training plans for equipment to be utilized by new employees, and as
review for current employees.

Evaluate the physical resource process and if resources met original needs identified through needs assessment.

TASKS	TIMEFRAME	ASSIGNMENT
☐ Form a committee to evaluate resources and determine metrics for evaluation.	1-2 months	
☐ Create a lesson-learned document.	6 months	
☐ Reevaluate resources based on lessons learned utilizing annual program reviews.	3 months	
☐ Share the annual evaluation and lessons learned with the department and revise as needed.	1 week-ongoing	

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GOAL 4: Improve relationships with external stakeholders, including council, city departments, community groups, and regional partners, through enhanced communication and interaction, incorporating feedback into operations.

### **OBJECTIVE 4.1**

Enhance communication with the community to improve public education and interactions.

TASKS	TIMEFRAME ASSIGNMENT
<ul> <li>Develop a survey to determine community needs or interests for fire department education offerings.</li> </ul>	2 months
<ul> <li>Evaluate community feedback against current offerings to determine the validity or change needed.</li> </ul>	1 month
Set goals to determine the frequency and scope of the offerings.	1 month
<ul> <li>Develop and implement a plan for community education programs.</li> </ul>	3 months
<ul> <li>Evaluate course offerings periodically against community feedback as part of the annual program appraisal process.</li> </ul>	6 months-ongoing
☐ Inventory and evaluate the current digital presence.	1 month
☐ Work with the city communications coordinator to identify metrics to track performance and interactions with platforms.	1 month
☐ Set goals for overall performance with benchmarks to increase or decrease interactions.	2 months
<ul> <li>Evaluate performance against established goals and implement changes as appropriate.</li> </ul>	2 months-ongoing

#### **MEASURED OUTCOMES**

☐ Increased interactions with the public measured against the previous year.

Educate the city council on fire department operations and create buy-in to critical future needs and goals.

TASKS	TIMEFRAME ASSIGNMENT
☐ In cooperation with city administration, survey council members on knowledge of the fire department operations and associated needs.	45 days
<ul> <li>Analyze results against current identified fire department goals and objectives.</li> </ul>	1 month
<ul> <li>Review current council reporting and communications procedures against preferred methods.</li> </ul>	2 months
☐ Incorporate ongoing feedback from council and administration into reporting and communication of fire department performance as well as immediate and future needs.	6 months
<ul> <li>Evaluate communication performance with council members and adjust as necessary.</li> </ul>	2 months-ongoing

#### **MEASURED OUTCOMES**

☐ Update of current council reporting tools to include any identified deficiencies.

Strengthen connections with City of Snoqualmie departments through ongoing communications and joint operations.

TASKS	TIMEFRAME ASSIGNMENT
☐ Establish meetings between department heads to determine the benefits of strengthening communication and joint operations.	3 months
<ul> <li>Develop a list of activities and set goals to increase interdepartmental cooperation during joint operations.</li> </ul>	e 1 month
☐ Hold joint activities as determined by established goals.	12 months- ongoing
☐ Evaluate the performance of increased joint operations against defined goals.	2 months-ongoing

#### **MEASURED OUTCOMES**

☐ Creation of one joint operations training event with each city department.

Work with partner fire departments to leverage economies of scale, reducing duplication of effort and improving interagency cooperation.

TASKS	TIMEFRAME ASSIGNMENT
☐ Identify key external stakeholder groups supporting fire department operations, including mutual aid partners.	1 month
<ul> <li>Develop subject matter workgroups to identify opportunities to align economy of scale and cooperation.</li> </ul>	6 months
Prioritize opportunities developed within the workgroups to determine the direction for the agency.	1 month
<ul> <li>Draft a report to be delivered to the city administration to gain support for inter-local cooperation.</li> </ul>	3 months
☐ Formalize and execute inter-local agreements to achieve identified actions.	9 months
☐ Evaluate the effectiveness of identified actions that were implemented against the desired outcome.	6 months-ongoing

#### **MEASURED OUTCOMES**

☐ Creation of new inter-local agreements with neighboring organizations to help take advantage of economies of scale that can reduce duplication of efforts and improve interagency cooperation.