



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

Monday, December 05, 2022, at 5:00 PM

Snoqualmie City Hall, 38624 SE River Street & Zoom

### COUNCILMEMBERS

Cara Christensen, Chair

Councilmembers: Ethan Benson and

Rob Wotton

*This meeting will be conducted in person and remotely using teleconferencing technology provided by Zoom.*

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### CALL TO ORDER & ROLL CALL

### PUBLIC COMMENTS

### MINUTES

1. Approval of the minutes dated November 21, 2022

### AGENDA BILLS

2. **AB22-161:** Interlocal Agreement Between King County and The City of Snoqualmie for Jail Services

**Proposed Action:** Move to approve the rate increase.

3. **AB22-164:** Approving the Purchase of (1) KME Fire Truck (Pumper)

**Proposed Action:** Move to approve the purchase of (1) KME Fire Truck (Pumper).

4. **AB22-165:** First Amendment to Interlocal Agreement Between North Bend and Snoqualmie for Police Services

**Proposed Action:** Move to approve amendment.

### DISCUSSION

### NEW BUSINESS

### ITEMS FOR FUTURE DISCUSSION

### ADJOURNMENT



## PUBLIC SAFETY COMMITTEE REGULAR HYBRID MEETING MINUTES NOVEMBER 21, 2022

*This meeting was conducted in person and remotely using teleconferencing technology provided by Zoom*

### CALL TO ORDER & ROLL CALL

Chair Christensen called the meeting to order at 5:00 PM

### Committee Members:

Chair Cara Christensen was present.

Commissioners Rob Wotton and Ethan Benson were present.

Mayor Ross was also present.

### City Staff:

Mike Sauerwein, City Administrator

Mark Correia, Fire Chief

Mike Bailey, Deputy Fire Chief

Brian Lynch, Police Captain

Drew Bouta, Budget Manager

Dylan Gamble, Assistant Planner

Danna McCall, Communications Coordinator

Deanna Mihelich, Administrative Coordinator

### PUBLIC COMMENTS - None

### MINUTES

1. Approval of the minutes dated October 17, 2022

### AGENDA BILLS

2. AB22-076: 2023-2024 Biennial Budget – Review of Final Proposed Budget

Updated budget document will be sent out by Wednesday, November 23rd. Hope to adopt by 11/28.

**Action:** AB to remain on full council agenda

3. AB 22-159 Section 10.08.010 of the Snoqualmie Municipal Code. Parking for a continuous period longer than 24 hours.

Captain Lynch provided summary of history of parking issue. Brought forth the idea of a pilot program that would utilize a resident only parking sticker. Committee recommended the development of the pilot program, with the assistance of the City Administrator, to designate limited restricted parking in the area(s) of concern.

**Action:** AB moved to full council

## DISCUSSION

### 5. Presentation: Introduction to Re-designed City Website

Danna McCall presented the new website that is scheduled to go live on December 9<sup>th</sup>. Provided a brief overview of what some new features are.

### 6. Fire Training Consortium Update

Snoqualmie Fire, along with several surrounding fire departments will be joining the South King County Fire Consortium. Snoqualmie fire will be training with neighboring departments on January 1st. There is a cost to the City but that will be reduced by assigning training officer to the consortium for the training drills which reduces the hours owed. The City is already a signatory on the South King County Fire Consortium agreement so no action is needed by Council. .

### 7. Annual CRS Report Update

Dylan Gamble provided update to the Community Rating System (CRS). Reduces insurance rates for citizens who are required to have insurance related to living in a flood area. Quality of score determines the reduction of the insurance. Letter sent a month ago to those living in the higher flood prone residences which outlined some strategies for at risk properties to join. Will go out and contact those at the highest risk and provide resources.

## NEW BUSINESS

## ITEMS FOR FUTURE DISCUSSION

### 7. Police License Plate Readers

## ADJOURNMENT

Chair Christensen completed the meeting at 6:00 PM

*Minutes taken by Deanna Mihelich, Administrative Coordinator  
Recorded meeting audio is available on the City website after the meeting.  
Minutes approved at the \_\_\_\_\_ Public Safety Committee Meeting*



# BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

AB22-161  
December 5, 2022  
Consent Agenda

Item 2.

## AGENDA BILL INFORMATION

<b>TITLE:</b>	Interlocal Agreement Between King County and The City of Snoqualmie for Jail Services	<input type="checkbox"/> Discussion Only
<b>PROPOSED ACTION:</b>	Approve and authorize Mayor to sign.	<input type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution

<b>REVIEW:</b>	Department Director/Peer	Perry Phipps	11/15/2022
	Finance	Drew Bouta	Click or tap to enter a date.
	Legal	Bob Sterbank	11/30/2022
	City Administrator	Mike Sauerwein	Click or tap to enter a date.

<b>DEPARTMENT:</b>	Police		
<b>STAFF:</b>	Perry Phipps, Chief of Police		
<b>COMMITTEE:</b>	Public Safety	<b>COMMITTEE DATE:</b> December 5, 2022	
<b>MEMBERS:</b>	Cara Christensen	Ethan Benson	Rob Wotton
<b>EXHIBITS:</b>	1. Proposed Interlocal Agreement (ILA)		

<b>AMOUNT OF EXPENDITURE</b>	\$ n/a
<b>AMOUNT BUDGETED</b>	\$ n/a
<b>APPROPRIATION REQUESTED</b>	\$ n/a

## SUMMARY

### INTRODUCTION

The purpose of this agenda bill is to authorize approval of a new, 2023-2024 Interlocal Agreement (ILA) with King County for Jail Services. The ILA provides for fee increases for booking and medical care for inmates housed at the King County Jail.

### BACKGROUND

The City entered into an Interlocal Agreement with the King County Jail in 2002 for housing of inmates at the King County Jail. The ILA was amended from time to time, and/or replaced with a new ILA periodically (every 2-3 years) since that time.

More recently, the City received a notice from the King County Jail that there would be an increase in their daily inmate bed rate, and related rates for medical care, and that the increases would be reflected in a new ILA for 2023-2024. The new ILA proposed by King County is attached to this agenda bill. Except for the proposed fee increases, the proposed 2023-2024 ILA is substantively the same as the current, 2021-2022 ILA.

## BUDGET IMPACTS

The proposed 2023-24 ILA includes a number of booking and medical fee increases, as follows:

Base Booking Fee increases from \$149.31 to \$ 178.67  
 Standard Booking Fee increases from \$219.16 to \$262.25  
 Infirmary Care increases from \$316.35 to \$388.99  
 Non-Acute Psychiatric Care increases from \$96.99 to \$119.26  
 Acute Psychiatric Care increases from \$ 254.48 to \$304.51  
 Guarding Surcharge increases from \$72.94 to \$87.28

In 2021-2022, the City had \_\_\_ inmates housed in the King County Jail for \_\_\_ days, for a total cost of \$ \_\_\_\_\_ over the 2021-2022 biennium. Assuming similar inmates/days for the 2023-2024 term, with a similar amount of medical care needs, the fee increases summarized above would result in a cost increase of \$ \_\_\_\_\_ to the City over the 2023-2024 biennium.

Jail costs are paid for from [the Police Department] budget, Fund \_\_\_\_\_. The recently-adopted 2023-2024 biennial budget includes \$ \_\_\_\_\_ for this fund, and there is a sufficient appropriation to accommodate the King County Jail fee increases provided for in the proposed new ILA.

## NEXT STEPS

N/A.

## PROPOSED ACTION

MOVE to approve the Interlocal Agreement Between King County and the City of Snoqualmie for Jail Services, and authorize the Mayor to sign.

## Attachment A

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

THIS AGREEMENT is effective as of January 1, 2023 ("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 Snoqualmie, 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. **Definitions:** 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.
  - 1.2 "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 Inmates, as further described in Exhibit III, Section 2.
  - 1.4 "Business Day" means Monday through Friday, 8:00 a.m. until 5:00 p.m., except emergency facility closures, 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 Inmate.
  - 1.6 "City Inmate" 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.):

## Interlocal Agreement: Jail Services – City of Snoqualmie

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- 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 Inmate. 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 Inmate, then the County will provide notice to the City that it will become billable for the Inmate. For details on notice and billing, see Attachment I-2.

## Interlocal Agreement: Jail Services – City of Snoqualmie

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- 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.
- 1.7 "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 an Inmate'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 Inmates" means all Contract Cities' City Inmates.
- 1.11 "County Inmate" means any Inmate that is not a City Inmate.
- 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 "Inmate" means a person booked into or housed in the Jail.
- 1.16 The first "Inmate Day" means confinement for more than six (6) hours measured from the time such Inmate 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 Inmate Day means confinement for any portion of a calendar day after the first Inmate Day. For persons confined to the Jail for the purpose of mandatory Driving Under the Influence (DUI) sentences, "Inmate Day" means confinement in accordance with Exhibit II.



## Interlocal Agreement: Jail Services – City of Snoqualmie

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- 1.17 “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). Inmates housed in the Jail are considered to be in Secure Detention as defined in Section 1.37. 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 Inmates housed in Jail as further described in Exhibit III, Section 1.
- 1.19 “Medical Inmate” means an Inmate 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 an Inmate is moved to the general population, then the Inmate is no longer considered a Medical Inmate.
- 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 Inmates 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 Inmate where that Inmate 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. An Inmate may receive Offsite Medical Care that triggers an Offsite Medical Care Charge without being otherwise classified as a Medical Inmate or Psychiatric Inmate (e.g., some Inmates held in the general population receive offsite medical care that will result in Offsite Medical Care Charges being incurred).
- 1.23 “Psychiatric Inmate” means either an Acute Psychiatric Inmate or a Non-Acute Psychiatric Inmate, as defined below.
- 1.23.1 A “Non-Acute Psychiatric Inmate” is an Inmate 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.

## Interlocal Agreement: Jail Services – City of Snoqualmie

- 1.23.2 An “Acute Psychiatric Inmate” is an inmate 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 an Inmate is moved to housing outside the Jail’s acute psychiatric housing units then the Inmate is no longer considered an Acute Psychiatric Inmate.
- 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 Inmates 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 Inmates 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; Non-Acute 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, 2024. 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. Jail and Health Services. The County shall accept City Inmates for confinement in the Jail, except as provided in Sections 5.4, and 6 of this Agreement. 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 Inmates at least equal to those the County provides for confinement of County Inmates. However, the County reserves the right to operate specific programs and/or facilities exclusively for County Inmates or persons sentenced or assigned to Community Corrections Programs. The County shall furnish to City Inmates 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 Inmate 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

## Interlocal Agreement: Jail Services – City of Snoqualmie

of urgent medical or psychological care, nor to return custody of such inmates back to the City if the City Detainee is admitted to the hospital or psychiatric facility.

4. City Compensation. 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 Booking Fee. The Booking Fee shall be assessed for the booking of City Inmates by or on behalf of the City into the Jail as further described in Exhibit III, Section 2. The Booking Fee will be inflated effective January 1, 2023.
  - 4.2 Maintenance Charge. The Maintenance Charge shall be assessed for a City Inmate for each Inmate Day as provided in Exhibit III, Subsection 1. The Maintenance Charge will be inflated effective January 1, 2023.
    - 4.2.1 The County will provide notice to the City after booking a City Inmate in order to give notice that the City Inmate 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 Inmate 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 Inmates 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 Inmate 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 Inmate 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 Surcharges and Offsite Medical Charges. 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.
    - 4.4.1 Proposed Notice of Certain Surcharges. The County intends to provide or make available to the City timely notice of occurrences when a City Inmate is transported 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 an Inmate 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

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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 Inmate 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  
DAJD-AP@kingcounty.gov  
Attn: Finance – Inmate 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.

5.3 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 Snoqualmie

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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 Inmates in the Jail and, at the County's request, will remove City Inmates already housed in the Jail within thirty (30) days. Thereafter, the County, at its sole discretion, may accept no further City Inmates 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.

6. Jail Capacity.

6.1 The Contract Cities may house Contract Cities Inmates 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 Through December 31, 2024, 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 Inmates 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 Inmates 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 Inmates is reduced below the Secure Bed Cap for Contract Cities. If the aggregate number of Contract Cities Inmates is reduced below the Secure Bed Cap for Contract Cities through removal of Contract Cities Inmates 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 13.10 of this Agreement, and will inform the City whether the County intends to continue to house Contract Cities Inmates 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 Inmates 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 Inmates in the Jail to zero (0), with the exception that Inmates whose status has changed to Contract City Inmate, will not be included in the calculation of the number

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of Contract City Inmates, 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 Inmates only, and not for billing purposes, Inmates 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 Inmates 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 Inmate . Also, Contract Cities Inmates housed in the Jail will not be considered Contract Cities Inmates for the purpose of determining the number of City Inmates.

- 6.4 The Jail's capacity limit for Contract City Medical Inmates is thirty (30). The Jail's capacity limit for Contract City Psychiatric Inmates is one-hundred-fifty-one (151). For the purpose of this Section the Medical and Psychiatric Inmate 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.
- 6.5 When the Jail has reached its capacity limit for either Medical or Psychiatric Inmates as set forth in Section 6.5, 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 Inmates to reduce the number of Medical or Psychiatric Inmates to the capacity limits detailed in Section 6.5, or the County may inform the City that the County is willing to continue to house these Inmates.
- 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 Inmate most recently admitted as Medical or Psychiatric Inmate will be asked to take custody of that inmate. 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 Inmates.
- 6.7 If the County, pursuant to Sections 6.5 and 6.6, requests that the City take custody of Medical or Psychiatric Inmates, the City shall comply with the County's request. The City shall take custody of its<sup>1</sup> Medical or Psychiatric Inmates 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 Inmate within twenty-four (24) hours of the County's request, the County shall deliver the Medical or Psychiatric Inmate to the City's designated drop-off location or backup location. In either case, the City's designee must accept the Medical or Psychiatric Inmate 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

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<sup>1</sup> Within eight (8)-hours of the County's request, the City may provide the County with the names of other Medical Inmates to substitute for the Medical Inmates identified for pick-up by the County. In the event the City identifies substitute Medical Inmates that are City Inmates, the provisions of Section 6 will continue to apply. In the event the City identifies substitute Medical Inmates 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, the Substitute City will be responsible for picking-up the substitute Medical Inmates within 24-hours of the initial request for pick-up. In the event the Substitute City fails to pick-up its Medical Inmates within 24-hours of initial notification to the City, the County may deliver the Medical Inmates named in the original notification to the City's designated drop-off location or backup location. The procedures outlined in this footnote will also apply to Psychiatric Inmates.

## Interlocal Agreement: Jail Services – City of Snoqualmie

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 Inmate receiving the level of care consistent with a Medical or Psychiatric Inmate is transferred to the County.

- 6.8 If the County, in its sole discretion, decides to transport Medical or Psychiatric Inmates 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 Inmates taken to the designated drop off location or backup location. In no case will the County be obligated to transport a Medical or Psychiatric Inmate out-of-state.

7. Jail Planning.

- 7.1 Jail Planning. The County and the City recognize the value of sharing information about their respective inmate 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 in any way release the City from any liability or responsibility, which arises in whole or in

## Interlocal Agreement: Jail Services – City of Snoqualmie

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. Dispute Resolution. 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. Termination. 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.

10.2. 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 Inmates 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 Inmates.



## Interlocal Agreement: Jail Services – City of Snoqualmie

- 11.2. Grants. 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 Inmates, and the reduction of costs of operating and maintaining Jail facilities.
- 11.3. Law Enforcement Intake Portal. The County will offer the use of a web-based Subject Intake Portal when its Jail Management System goes live in 2021. The tool will allow 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. Cities that take advantage of this intake method will be able to print out or receive an electronic version of the intake information, including the ability to integrate with the JMS via web services or API integration if desired.
- 11.4. Severability. 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. Exhibits. 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. Not Binding on Future Agreements. 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. Entire Agreement. 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 4.2.2, 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.

## Interlocal Agreement: Jail Services – City of Snoqualmie

- 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 Snoqualmie:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 his/her successor, as may be designated by written Notification from the County to the City.

- 11.12. Council Approval. 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. Except as expressly provided herein, 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.

Interlocal Agreement: Jail Services – City of Snoqualmie

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King County

The City of Snoqualmie

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King County Executive

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*Title of City Official*

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Date

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Date

Approved as to Form:

Approved as to Form:

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King County  
Deputy Prosecuting Attorney

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*Title of City Official*

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Date

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Date

## Interlocal Agreement: Jail Services – City of Snoqualmie

## 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:

<b>1. Local felony charge(s)</b>	A local felony charge is filed by the King County Prosecuting Attorney into a King County court.
<b>2. Investigation holds from King County agencies or pursuant to a contract</b>	An investigation hold is one that has been referred to the King County Prosecutor and includes King County investigation holds.
<b>3. Department of Corrections (DOC) charge(s) pursuant to contract with DOC</b>	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.
<b>4. Local misdemeanor charge(s) and city court appearance orders</b>	Includes King County misdemeanors.
<b>5. Other holds (contract and non-contract)</b>	

**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.

<b>1. Longest or only sentenced charge rule</b>	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.
<b>2. Earliest sentence rule</b>	This rule selects the charge(s) with the earliest sentence start date.
<b>3. Lowest sentence charge number rule</b>	This rule selects the sentenced charge(s) with the lowest charge number as given in the DAJD booking system.
<b>4. Arresting agency rule</b>	This rule selects the charge(s) or hold(s) with a charge billable agency that matches the arresting agency for the booking.
<b>5. Accumulated bail rule</b>	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.
<b>6. Lowest charge number rule</b>	This rule selects the charge or hold with the lowest charge number as given in the DAJD booking system.

## Interlocal Agreement: Jail Services – City of Snoqualmie

**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	<b>Inmate 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)</b>	County responsibility
2	<b>Inmate 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”)</b>	County responsibility (including the expedited cases to be filed under the new Prosecutor Filing Standards).
3	<b>Inmate 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 <u>or</u> in regular district court)</b>	County responsibility
4	<b>Inmate 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.</b>	County responsibility prior to release of felony investigation by the County prosecutor; City responsibility from and after release of felony investigation
5	<b>Misdemeanor or felony cases originated by state agencies ( i.e., WSP )</b>	County responsibility
6	<b>Inmates 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.</b>	County responsibility

Interlocal Agreement: Jail Services – City of Snoqualmie

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**Attachment I-2**

**Inmate 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 Inmate:
- (1) Inmate has medical/health conditions/ treatments preventing transfer.
  - (2) Transfer location refuses Inmate.
  - (3) Inmate refuses to be transported and poses a security risk.
  - (4) Inmate misses transport due to being at court or other location.
  - (5) City refuses to sign transfer paperwork requiring the City to arrange transportation for Inmate 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 Inmate, then the County will provide notice to the City that it will become billable for the Inmate. The City will not incur a Maintenance Charge on the day of notice. If the City transfers the Inmate 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 Inmate is transferred. If the City does not transfer the Inmate 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.

## Interlocal Agreement: Jail Services – City of Snoqualmie

**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, Inmate day shall not be defined according to Section 1.16 of the Agreement. Instead, Inmate 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 Inmate 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 Inmate 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 Inmate days = 2	Released 7/9/23 0700

The Department of Adult and Juvenile Detention will apply this definition of Inmate day to the City's direct DUI one and two-day Inmates 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.

## Interlocal Agreement: Jail Services – City of Snoqualmie

### 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

2023 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, 2023**, and for the remainder of the calendar year 2023, **excluding** any adjustments for Capital Expenditure Charges, will be **\$250.64**. When combined with the Capital Expenditure Charges, the Maintenance Charge for calendar year 2023 is **\$256.90**. The Maintenance Charge shall be inflated in 2024 as described in Section 5. The City will not be charged a Maintenance Charge for a City Inmate where the Inmate 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 Inmates. Any Capital Expenditure that solely benefits County Inmates 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 Inmate Days (as defined in Section 1.17). By August 15 of 2023, DAJD will estimate the total number of Inmate Days for 2024 and provide notice to the City of the Capital Expenditure Charge to be included in the Maintenance Charge for 2024.
  - 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 Inmates 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 Snoqualmie

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, 2023, and continuing through calendar year 2023, the Capital Expenditure Charge for ISP for the City is \$5.21 and the Capital Expenditure Charge for the CSSP is \$1.05, for a combined total Capital Expenditure Charge of \$6.26 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, 2023, and for the remainder of the calendar year 2023 will be initially set as follows:
  - i. The **Base Booking Fee** shall be **\$178.67**. This is the booking fee payable by Contract Cities that are **not** using the County's PR screeners. This Booking Fee shall include **40.86%** 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 **\$262.25**. 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 Inmates, then the City will be qualified for the Base Booking Fee as of the Effective Date. To qualify for the Base Booking Fee in 2024, the City must either provide a court order not later than July 1, 2023, confirming that the City and not the County will have authorization to provide PR screening for City Inmates, 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 2023 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 Inmates as described below. The types of services provided to an Inmate 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 the January 1, 2023, through December 31, 2023, and shall be inflated for 2024 as described in Section 5 below.

- a. **Infirmity Care.** For Medical Inmates, the City shall pay an Infirmity Care Surcharge of **\$388.99** for each Surcharge Day.

## Interlocal Agreement: Jail Services – City of Snoqualmie

- b. **Non-Acute Psychiatric Care.** For Non-Acute Psychiatric Inmates, the City shall pay a Psychiatric Care Surcharge of **\$119.26** for each Surcharge Day.
- c. **Acute Psychiatric Care.** For Acute Psychiatric Inmates, the City shall pay an Acute Psychiatric Care Surcharge of **\$304.51.** for each Surcharge Day.
  - i. The **Acute Psychiatric Surcharge** for each Surcharge Day shall be **\$304.51.**
  - ii. The **Psychiatric Care Surcharge** for each Surcharge Day of **\$119.26** is added to the Acute Psychiatric Housing surcharge for a total Acute Psychiatric Care Surcharge of **\$423.77.**
- 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 Inmate. The Surcharge shall be **\$87.28** 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 an Inmate 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 inmate, and the charge imposed shall be the highest applicable charge. For example, if an inmate 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 an Inmate 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 Inmate.

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

- a. **Inflators.** Effective January 1, 2023, 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 12-month period ending in June) plus 1.5% but shall in no event be lower than 1.5%:

- i. 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:

## Interlocal Agreement: Jail Services – City of Snoqualmie

- 
- i. Infirmity Care Surcharge
  - ii. Psychiatric Care Surcharge
- b. Final Fee, Charge and Surcharge Notice for Following Calendar Year. 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. Inflation Re-sets. 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.

## Interlocal Agreement: Jail Services – City of Snoqualmie

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

	<b>Surcharge</b>	<b>Description</b>
1.	<b>1:1 Guarding</b>	Cost to guard an inmate 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.	<b>Acute Psychiatric Care</b> (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 Surcharge	Costs for additional officer staffing for: 15-minute checks, assistance with feeding, emergency responses, escorts, and other necessary services to provide for an inmate who poses a potential danger to him or herself.
3.	<b>Non-Acute Psychiatric Care</b> (one component)	
	a. Psychiatric Care Surcharge	Costs for JHS Psychiatric treatment team for services listed below for Psychiatric Care.
4.	<b>Infirmity Care</b>	Costs for JHS Infirmity care, services listed on reverse.

	<b>Pass-Through Charge</b>	<b>Description</b>
5.	<b>Off-Site Medical Charges</b>	Costs for inmates to receive services from outside medical providers (services not available from JHS). Examples include: <ul style="list-style-type: none"> <li>❖ Hospital care</li> <li>❖ Dialysis</li> <li>❖ Cancer treatment (chemotherapy, radiation)</li> <li>❖ Specialized transport to medical appointments (wheelchair bound inmates)</li> </ul>

**JHS Psychiatric Care**

<b>Services Provided:</b>	<b>Criteria:</b>
<ul style="list-style-type: none"> <li>❖ Psychiatric Treatment &amp; Management</li> <li>❖ Psychiatric Treatment Team Monitoring</li> <li>❖ Medication Administration</li> <li>❖ Mental Health Crisis Counseling</li> <li>❖ Psychiatric Therapy Groups</li> </ul>	<i>Inmates with severe or unstable mental health conditions are placed in psychiatric housing units and receive a level of monitoring and care based on the acuity of their mental illness. Inmates in psychiatric housing are evaluated upon admission and then re-evaluated on a regular basis by a multi-disciplinary treatment team.</i>

## Interlocal Agreement: Jail Services – City of Snoqualmie

**JHS Infirmary Care**

<b>Services Provided:</b>	<b>Criteria:</b>
<ul style="list-style-type: none"> <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>	<p><i>Inmates who meet diagnostic criteria that require 24-hour skilled nursing care are housed in the KCCF Infirmary. Examples include but are not limited to:</i></p> <ul style="list-style-type: none"> <li>❖ <i>Patients requiring medical detoxification/withdrawal management</i></li> <li>❖ <i>Individuals with non-stable medical conditions such as: need for kidney dialysis, wired jaws, newly started on blood thinning medication;</i></li> <li>❖ <i>Individuals who are mobility impaired and/or not independent in activities of daily living;</i></li> <li>❖ <i>Individuals requiring IV therapy or with central lines in place;</i></li> <li>❖ <i>Individuals who are acutely ill, post-surgical, who require convalescent care, and those with conditions requiring extensive treatment and frequent monitoring; and</i></li> <li>❖ <i>Individuals with severe respiratory problems requiring nebulizer treatments, oxygen and close observation.</i></li> </ul> <p><i>Inmates 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.</i></p>



# BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

AB22-164  
December 5, 2022  
Committee Report

Item 3.

## AGENDA BILL INFORMATION

<b>TITLE:</b>	Approving the Purchase of (1) KME Fire Truck (Pumper)	<input type="checkbox"/> Discussion Only
<b>PROPOSED ACTION:</b>	MOVE to approve the purchase of (1) KME Fire Truck (Pumper).	<input type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

<b>REVIEW:</b>	Department Director/Peer	Mark Correia	10/10/2022
	Finance	Drew Bouta	11/29/2022
	Legal	Anna Astrakhan	11/14/2022
	City Administrator	Mike Sauerwein	12/1/2022

<b>DEPARTMENT:</b>	Parks & Public Works		
<b>STAFF:</b>	Don Harris, Fleet Manager and Mark Correia, Fire Chief		
<b>COMMITTEE:</b>	Public Safety	<b>COMMITTEE DATE:</b> December 5, 2022	
<b>MEMBERS:</b>	Cara Christensen	Ethan Benson	Rob Wotton
<b>EXHIBITS:</b>	1. AB22-164 x1 – Sourecwell Documents 2. AB22-164 x2 – KME Pumper Quote		

<b>AMOUNT OF EXPENDITURE</b>	1,015,157 (includes 10% build contingency)
<b>AMOUNT BUDGETED</b>	\$ 3,603,113 (ER&R Fund #501)
<b>APPROPRIATION REQUESTED</b>	\$ n/a

## SUMMARY

### INTRODUCTION

The intent of this action is to approve the purchase (1) KME Fire Truck (Pumper) in 2024. The equipment will replace existing units in the City's fleet and improve the efficiency and effectiveness of the program. Build time currently for the apparatus is 450-490 days placing delivery (invoice) toward the end of budget cycle and will be purchased off the Sourcewell cooperative purchase contract.

### LEGISLATIVE HISTORY

The Equipment Replacement and Repair Program (ER&R) was established in 2005 to ensure the set aside of funds for the eventual replacement of vehicles as their service life ends.

### BACKGROUND

The 2003 American LaFrance Engine has exceeded its useful lifespan and is due for replacement. The purchase of the KME pumper will replace this apparatus.

## ANALYSIS

Administration is recommending the surplus and purchase of (1) KME Fire Truck (Pumper). This includes replacement of current City asset 2003 American La France (Pumper) with both equivalent equipment and equipment that has been determined by staff to better meet the needs of the department and community. As part of the equipment replacement process, staff has also included a separate action item that recommends the surplus of equipment that the proposed vehicle purchases will replace.

## BUDGET IMPACTS

Administration recommends approving the purchase of one (1) KME Fire Truck (Pumper) in an amount not to exceed \$1,015,157 that includes the purchase price of the truck, tax, as well as a 10% build contingency.

Purchase Price of KME Fire Truck (Including Tax)	\$922,870
10% Build Contingency	\$92,287
<b>Total =</b>	<b>\$1,015,157</b>

The 10% build contingency would be used in case of change orders or additions to the original build documents. Because the construction or build time of the KME Fire Truck is currently at an estimated 450 to 490 days, the City will likely take receipt of the truck in 2024. Council recently adopted the 2023-2024 Biennial Budget (AB22-076, November 28, 2022) that included a total appropriation of \$3,603,113 over the biennium in the Equipment Replacement & Repair Fund (ER&R) (#501). Therefore, sufficient appropriation exists within the ER&R Fund to replace the Fire Truck. Of the total appropriation within the fund, \$1,744,225 was estimated to replace vehicles and equipment, and of that total, \$900,000 was estimated to replace the Fire Truck. To date, no vehicle or equipment replacements have been approved by Council for the 2023-2024 biennium.

In order to reduce the cost of purchasing the KME Fire Truck, the City may want to consider the following prepayment options:

Option	Cost Reduction
100% prepayment	(\$21,174)
90% prepayment	(\$19,046)
75% prepayment	(\$15,880)
50% prepayment	(\$10,586)
25% prepayment	(\$5,293)

If Council chooses to prepay all or a portion of the cost to purchase the KME Fire Truck, and if such payment takes place in 2022, then the City will need to amend the 2021-2022 Biennial Budget to account for the prepayment.

## NEXT STEPS

## PROPOSED ACTION

MOVE to approve the purchase of (1) KME Fire Truck (Pumper).



**RFP #113021**  
**REQUEST FOR PROPOSALS**  
**for**  
**Firefighting Apparatus and Fire Service Vehicles**

**Proposal Due Date: November 30, 2021, 4:30 p.m., Central Time**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Firefighting Apparatus and Fire Service Vehicles to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 30, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

**Solicitation Schedule**

Public Notice of RFP Published:	October 12, 2021
Pre-proposal Conference:	November 2, 2021, 10:00 a.m., Central Time
Question Submission Deadline:	November 19, 2021, 4:30 p.m., Central Time
<b>Proposal Due Date:</b>	<b>November 30, 2021, 4:30 p.m., Central Time</b> Late responses will not be considered.
Opening:	November 30, 2021, 6:30 p.m., Central Time See RFP Section V.G. "Opening"



## I. ABOUT SOURCEWELL

### A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

### B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities<sup>1</sup>;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be

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<sup>1</sup> Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations: MASH (municipalities, academic institutions, schools and hospitals) and MUSH (municipalities, universities, schools and hospitals) sectors, and other governmental agencies eligible to use the Sourcewell contracts. MASH and MUSH sector refers to regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, including but not limited to represented associations, Saskatchewan Association of Rural Municipalities ("SARM"), Association of Manitoba Municipalities ("AMM"), Local Authorities Services/Association of Municipalities Ontario ("LAS/AMO", excluding the cities of Toronto and Ottawa), Nova Scotia Federation of Municipalities ("NSFM"), Federation of Prince Edward Island Municipalities ("FPEIM"), Municipalities Newfoundland Labrador ("MNL"), Union of New Brunswick Municipalities ("UNBM"), North West Territories Association of Communities ("NWTAC") and their members. RMA Participants may include all not-for-profit agencies for Canadian provinces and territories.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In the United States each state-level procurement department receives notice for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

## II. SOLICITATION DETAILS

### A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

### B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Firefighting Apparatus and Fire Service Vehicles, including:
  - a. New, remount, or refurbished:
    - i. Firefighting apparatus and service vehicles, of all types, such as: pumper/engine, initial attack, mobile water supply, aerial, quint, special service, mobile foam, command and communications, and purpose-built firefighting or rescue trailers;
    - ii. Wildland fire apparatus, of all types, such as: fire suppression equipment, mobile water supply, and crew carriers; and,
    - iii. Aircraft rescue and firefighting vehicles.
  - b. Purpose-built chassis and vehicle components for firefighting apparatus and fire service vehicles;
  - c. Equipment, options, accessories, and supplies complementary or incidental to the purchase of a turnkey or complete unit of the types described in Sections 1. a. i. – iii. above.
  - d. Services related to the offering of the solutions described in Sections 1. a. - c. above, including installation, customization, remount, refurbishment, inspection, repair, maintenance, training, and support.
2. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
  - a. Health & Safety, Medical, Surgical, and First Aid Related Equipment, Supplies, Accessories, and Services (RFP #061417);
  - b. Trailers with Related Equipment, Accessories, and Services (RFP #121918), with the limited exception of the purpose-built firefighting or rescue trailers identified in Section 1. a. i. above;
  - c. Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment (RFP #032620);

- d. Firefighting Equipment and Rescue Tools with Related Supplies and Accessories (RFP #040220), with the limited exception of the equipment, options, accessories, and supplies identified in Section 1. c. above;
- e. Class 4-8 Chassis with Related Equipment, Accessories, and Services (RFP #060920), with the limited exception of the purpose-built chassis identified in Section 1. b. above;
- f. Public Safety Communications Technology and Hardware Solutions (RFP #042021);
- g. Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories (RFP #091521); and,
- h. Ambulance and Emergency Medical Service Vehicles (RFP #110921).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcwell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcwell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcwell current and future Participating Entities.

### C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.

3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

#### D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one-year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

#### E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$200 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

#### F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

#### G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.

4. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

### **III. PRICING**

#### **A. REQUIREMENTS**

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
  - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
  - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

#### **B. ADMINISTRATIVE FEES**

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

#### **IV. CONTRACT**

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

#### **V. RFP PROCESS**

##### **A. PRE-PROPOSAL CONFERENCE**

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Supplier Account. Pre-proposal conference attendance is optional.

##### **B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION**

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to

this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

### C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

### D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.



In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Supplier Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

#### E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

#### F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

#### G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

## **VI. EVALUATION AND AWARD**

### **A. EVALUATION**

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
  - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
  - A proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.
- The attributes of proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

### **B. AWARD(S)**

Award(s) will be made to the proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75

Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
<b>TOTAL POINTS</b>	<b>1000</b>

#### C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

#### D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's

state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;

- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

#### E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



10/20/2021

Addendum No. 1

Solicitation Number: RFP 113021

Solicitation Name: Firefighting Apparatus and Fire Service Vehicles

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Is the PDF in the zipped file on the bid details page supposed to be editable?

**Answer 1:**

No, the file is not designed for edits by a proposer. Refer to RFP Section IV. – Contract, for additional detail related to the Sourcewell template contract posted to the bid details page for this solicitation.

---

End of Addendum

Acknowledgement of this Addendum to RFP 113021 posted to the Sourcewell Procurement Portal on 10/20/2021 is required at the time of proposal submittal.



10/29/2021

Addendum No. 2

Solicitation Number: RFP 113021

Solicitation Name: Firefighting Apparatus and Fire Service Vehicles

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Are we required to have a vehicle dealer license in the state of Minnesota in order to be an awarded supplier?

**Answer 1:**

It is left to the discretion of each proposer to determine the licensures and supporting documentation necessary to best demonstrate their ability to serve Sourcewell and Sourcewell participating entities and to satisfy all requirements included in the RFP, contract template, and the Sourcewell Procurement Portal questionnaire tables.

---

End of Addendum

Acknowledgement of this Addendum to RFP 113021 posted to the Sourcewell Procurement Portal on 10/29/2021, is required at the time of proposal submittal.



11/11/2021

Addendum No. 3

Solicitation Number: RFP 113021

Solicitation Name: Firefighting Apparatus and Fire Service Vehicles

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

In regard to the administrative fee, what percentage amount is assessed on each opportunity to be paid to Sourcewell? Or is it a one-time fee per acquisition?

**Answer 1:**

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

---

End of Addendum

Acknowledgement of this Addendum to RFP 113021 posted to the Sourcewell Procurement Portal on 11/11/2021, is required at the time of proposal submittal.



11/20/2021

Addendum No. 4

Solicitation Number: RFP 113021

Solicitation Name: Firefighting Apparatus and Fire Service Vehicles

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

The RFP states Sourcewell is seeking proposals for new, remount or refurbished. Is Sourcewell looking for us to acknowledge we offer remount or refurb or are we expected to provide pricing?

**Answer 1:**

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine how to best articulate its offering of equipment, products, and services, propose the pricing approach that aligns with its business methods, and satisfy all requirements of the RFP.

**Question 2:**

Line items #1 - 3 of the Portal questionnaire tables address legal entity and subsidiary or assumed names. Clarify whether the subsidiary names will be the brand visible to the participating entity for an awarded supplier.

**Answer 2:**

Determinations related to the identification of an awarded supplier's contract on the Sourcewell website, and in related communications to participating entities, will be made after the competitive process is complete in consultation with an awarded supplier.



**Question 3:**

Section 18 Insurance - Network Security and Privacy Liability Insurance – The entity under this response has had to provide cyber liability what is the significance to this requirement?

**Answer 3:**

Refer to RFP Section IV. – Contract for additional detail related to the Sourcewell template contract. An awarded vendor will be expected to carry the insurance coverages as stated in the contract upon execution. A request for modification to the Sourcewell contract template may only be submitted with a proposal. To request a modification to the template Contract terms, conditions, or specifications, a proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, which is found as the final Table of Step 1 in the proposal submission process within the Sourcewell Procurement Portal.

**Question 4:**

Section D Waiver of Subrogation- How does this apply to this RFP?

**Answer 4:**

Refer to Answer 3 above.

**Question 5:**

Is delivery required to be included in pricing or are we able to provide pricing and state that delivery is not included.

**Answer 5:**

Refer to Answer 1 above.

**Question 6:**

Section 2B of the template contract states that Supplier warrants all Equipment, Products and Services. Is it required or is it an option to include service? If service is not included in pricing is additional information necessary?

**Answer 6:**

Refer to Answer 1 above.

**Question 7:**

Template contract section 3. A. - Shipping and Shipping Cost – states that a Supplier must arrange for and pay for the return shipment on equipment and products that arrive in a defective or inoperable condition. Would this incorporate supplier or subcontractor?

**Answer 7:**

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine how to best articulate its ability to serve Sourcewell participating entities.

**Question 8:**

Line Item 24 in questionnaire table 5 includes a request for size of transaction? What is this referring to is this a unit quantity?

**Answer 8:**

It is left to the discretion of each proposer to determine the information necessary to best demonstrate their marketplace success and satisfy all the requirements included in the questionnaire tables.

**Question 9:**

Is an Entity/Subsidiary allowed to list a product on Sourcewell product list that is sold and distributed by the Entity/Subsidiary, but is produced by a contract manufacturer?

**Answer 9:**

The Sourcewell RFP is an open and competitive solicitation process. A proposer is allowed to propose the entire line of equipment, products, and services falling within the requested equipment, products, or services of the subject solicitation. Proposals are evaluated based on the criteria stated in the RFP.

**Question 10:**

In Table 11, because of some supplier's difficulties to confirm pricing, can we list a product and confirm the price only after the awarding?

**Answer 10:**

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with its business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

**Question 11:**

If a supplier is successful with this RFP, the contract would be between the supplier and Sourcewell. If the supplier as an independent dealer network, do the Participating Entities have the obligations to contract with the supplier or can they contract directly with the dealer which in turn the dealer contract with the supplier?

**Answer 11:**

Refer to RFP Section II. B. – Requested Equipment, Products, or Services – “... If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.”

**Question 12:**

Does the contract allow a line-item surcharge vs as part of the quote vs having it included in publish base pricing? Surcharges can fluctuate so looking to understand if there will be flexibility with the new contract.

**Answer 12:**

Refer to Answer 10 above.

**Question 13:**

Can a vendor be awarded contracts from different Sourcewell RFPs?

**Answer 13:**

Each Sourcewell opportunity represents a separate and distinct open and competitive solicitation. The outcome of an earlier solicitation, including a contract award, has no bearing on the evaluation of a proposer’s subsequent proposal.

**Question 14:**

In regards to table 2, item 11: If financial statements are provided to Sourcewell for the proposal do those statements in turn become public knowledge?

**Answer 14:**

Refer to RFP Section VI. E. – Disposition of Proposals related to the treatment of materials submitted in response to the RFP.

**Question 15:**

Pricing is very volatile currently with component shortages. Pricing for each model and options offered within our current quoting system could significantly fluctuate by the time this proposal is reviewed. Would offering a percentage off our current quoting MSRP be acceptable with a few examples at the time of this bid?

**Answer 15:**

Refer to Answer 10 above.

---

End of Addendum

Acknowledgement of this Addendum to RFP 113021 posted to the Sourcewell Procurement Portal on 11/20/2021, is required at the time of proposal submittal.





### Proposal Opening Record

Date of opening: November 30, 2021

Sourcewell posted Request for Proposal #113021, for the procurement of Firefighting Apparatus and Fire Service Vehicles, on the Sourcewell Procurement Portal [\[proportal.sourcewell-mn.gov\]](https://proportal.sourcewell-mn.gov) on Tuesday, October 12, 2021, and the solicitation remained in an open status within the portal until November 30, 2021, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on November 30, 2021, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #113021 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

Acres Industries, Inc. - Submitted 11/30/21 at 12:48:29 PM  
 Alexis Fire Equipment Company - Submitted 11/30/21 at 4:27:23 PM  
 BME Fire Trucks, LLC - Submitted 11/30/21 at 9:37:36 AM  
 Brindlee Mountain Fire Apparatus, LLC - Submitted 11/30/21 at 12:59:24 PM  
 CAMIONS CARL THIBAUT, INC. - Submitted 11/21/21 at 3:03:05 PM  
 CET Fire Pumps MFG - Submitted 11/30/21 at 3:18:40 PM  
 Chemical Containers, Inc. - Submitted 11/22/21 at 8:59:01 AM  
 Custom Fire Apparatus, Inc. - Submitted 11/29/21 at 4:20:32 PM  
 Dependable Truck & Tank, Limited - Submitted 11/30/21 at 1:30:44 PM  
 EJ Metals, LLC - Submitted 11/30/21 at 12:29:54 PM  
 E-ONE, Inc. - Submitted 11/30/21 at 4:23:32 PM  
 FireStopper USA MD - Submitted 11/22/21 at 11:37:18 AM  
 Fort Garry Fire Trucks, Ltd. - Submitted 11/29/21 at 11:48:34 AM  
 Fouts Brothers, Inc. - Submitted 11/30/21 at 10:27:18 AM  
 Hi-Tech Emergency Vehicle Service, Inc. - Submitted 11/30/21 at 3:51:27 PM  
 HME, Incorporated - Submitted 11/29/21 at 2:42:09 PM  
 HUB Fire Engines & Equipment, Ltd. - Submitted 11/30/21 at 10:50:26 AM  
 Laszlo Corporation - Submitted 11/30/21 at 12:55:22 PM  
 Marion Body Works, Inc. - Submitted 11/23/21 at 9:03:20 AM  
 MAXIMETAL, INC. - Submitted 11/27/21 at 8:17:02 AM  
 Metalfab, LTD - Submitted 11/29/21 at 11:44:08 AM  
 P.L. Custom Body and Equipment Co., Inc. - Submitted 11/29/21 at 3:15:41 PM  
 Pierce Manufacturing - Submitted 11/30/21 at 4:18:31 PM  
 Rock River Industries, LLC - Submitted 11/29/21 at 11:40:39 AM  
 Rosenbauer South Dakota, LLC - Submitted 11/30/21 at 8:35:18 AM

Skeeter Brush Trucks, LLC - Submitted 11/30/21 at 12:29:14 PM  
Spencer Manufacturing, Inc. - Submitted 11/30/21 at 2:53:05 PM  
Super Vacuum Manufacturing CO., Inc. - Submitted 11/30/21 at 2:46:11 PM  
The Sutphen Corporation - Submitted 11/30/21 at 12:43:06 PM  
Toyne, Inc. - Submitted 11/29/21 at 1:19:30 PM  
Ty Parker & Son, Inc. - Submitted 11/30/21 at 2:14:55 PM  
US Fire Equipment, LLC - Submitted 11/30/21 at 9:12:36 AM  
Ward Apparatus, LLC - Submitted 11/29/21 at 4:19:07 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on November 30, 2021, at 4:32:09 PM CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

DocuSigned by:

*James Voelker*

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James Voelker, CPCM, CFCM, Procurement Lead Analyst

DocuSigned by:

*Carol Jackson*

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Carol Jackson, Procurement Analyst

Proposal Evaluation  
Firefighting Apparatus and Fire Service Vehicles RFP #113021



Compliance to Terms/ Conditions to Include	Possible Points	Acme Industries, Inc.	Alaska Fire Equipment Company	BREE Fire Trucks, LLC	Bridgeway Mountain Fire Apparatus, LLC	CAMPIONS CASE TRAILER, INC.	CET Fire Pump MFG	Champion Crane, Inc.	Custom Fire Apparatus, INC.	Dependable Truck & Trailer Limited	EJ Metals, LLC	E-ONE, Inc.	Fire Engineering USA MD	Fort Cherry Fire Trucks, Ltd.	Fourth Brothers, Inc.	H-Tech Emergency Vehicle Service, Inc.	HME, Incorporated	HUS Fire Engines & Equipment, LLC
Compliance to Terms/ Conditions to Include	50	38	41	36	41	38	38	40	33	35	40	43	28	42	37	39	43	36
Documentation	400	333	299	258	278	311	311	315	305	285	325	310	283	271	310	306	319	260
Firefighting	75	52	57	52	59	55	55	56	55	51	55	60	57	61	59	61	60	52
Firefighting Industry and Business	100	64	77	71	80	71	71	75	67	67	72	68	34	79	71	77	77	65
Business Contract Nationality	50	35	42	34	39	37	37	42	34	38	35	39	34	43	38	38	40	35
Business Contract Nationality	75	58	50	42	51	54	54	56	44	44	57	60	51	65	57	58	58	57
Value Added Attributes	50	43	43	40	41	43	43	40	36	40	39	44	37	45	42	42	42	39
Value Added Attributes	50	43	43	40	41	43	43	40	36	40	39	44	37	45	42	42	42	39
Information and Variety of Products and Services Offered	200	105	145	140	143	146	146	145	145	145	157	140	112	149	155	151	145	151
Information and Variety of Products and Services Offered	1,000	779	795	775	792	775	775	775	715	686	760	838	560	775	770	762	804	666
Grand Total		14	18	14	24	14	14	14	18	18	18	18	18	14	18	18	18	18

Compliance to Terms/ Conditions to Include	Possible Points	Laclede Corporation	Marion Body Works, Inc.	MAGNETAL, INC.	Metalltek, LTD	P.L. Custom Body and Equipment Co., Inc.	Pierce Manufacturing	Rock River Industries, LLC	Rosenbauer South District, LLC	Shelby Wash Trucks, LLC	Spartan Manufacturing, Inc.	Sugar Vocation Manufacturing Co., Inc.	The Ingelman Corporation	Tyrone, Inc.	Tyndler & Bate, Inc.	US Fire Equipment, LLC	Vandal Industries, LLC
Compliance to Terms/ Conditions to Include	50	39	40	44	44	44	44	45	44	44	39	44	44	44	44	38	41
Documentation	400	231	303	316	301	324	311	311	300	275	271	271	323	311	243	334	270
Firefighting	75	41	61	63	63	64	65	65	59	57	54	63	62	61	47	53	55
Firefighting Industry and Business	100	69	72	85	85	85	89	89	73	71	70	70	87	79	66	68	74
Business Contract Nationality	50	32	32	35	35	35	44	44	43	44	43	46	44	40	34	34	38
Business Contract Nationality	75	52	59	64	64	63	65	65	58	43	49	60	63	52	43	49	53
Value Added Attributes	50	39	43	43	43	44	43	43	44	42	41	44	44	42	33	39	42
Value Added Attributes	50	39	43	43	43	44	43	43	44	42	41	44	44	42	33	39	42
Information and Variety of Products and Services Offered	200	110	165	169	169	168	179	179	179	148	170	173	176	166	130	154	158
Information and Variety of Products and Services Offered	1,000	616	794	831	799	840	802	802	840	712	717	785	843	792	621	762	731
Grand Total		31	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11

DocuSigned by:  
**Kim Austin**  
83A5645C533AD1  
Kim Austin, MDA, CPFF, Procurement Lead Analyst

DocuSigned by:  
**Stephanie Hestage**  
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Stephanie Hestage, CPMA, Procurement Analyst

DocuSigned by:  
**Tom Sharborno**  
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Tom Sharborno, Procurement Analyst







CUSTOMIZING QUALITY SOLUTIONS AND RELIABLE SERVICE FOR YOUR FIRE AND SAFETY NEEDS

November 22, 2022

**Cascade Fire & Safety, in partnership with and on behalf of KME Fire**, is pleased to present this proposal to Snoqualmie Fire Department for One (1) new KME Custom Predator Pumper apparatus for your review and consideration.

One (1) KME Custom Predator Pumper per the attached Specifications and Drawings.

\$849,386.00\*

\*See the list of options available for this vehicle on the attached pages.

Applicable Taxes are not included and are to be paid by the Snoqualmie Fire Department at the time of delivery.

#### Proposal Details:

- Build time is estimated at 450-490 calendar days from completion of the preconstruction sign-off letter.
- Virtual Pre-Construction meeting held at Snoqualmie Fire Department.
- Chassis will be manufactured in Charlotte, Michigan.
- Apparatus will be manufactured in Snyder, Nebraska.
- Mid-Point Inspection trip at the Manufacturing facility is not included.
- Final Inspection trip at the Manufacturing facility is not included.
- Delivery to and Familiarization at Snoqualmie Fire Department included.
- Payment is due upon Delivery and acceptance at Snoqualmie Fire Department facility unless prepayment is elected.
- Cascade Fire & Safety will conduct an EVT pre-delivery inspection of the vehicle.
- Cascade will review all punch list items to ensure 100% compliance with specifications.

#### Cost Saving considerations (not included in proposal price):

- |                    |               |
|--------------------|---------------|
| • *100% prepayment | (\$21,174.00) |
| • *90% prepayment  | (\$19,046.00) |
| • *75% prepayment  | (\$15,880.00) |
| • *50% prepayment  | (\$10,586.00) |
| • *25% prepayment  | (\$ 5,293.00) |

Any prepayment includes the cost of a 100% performance bond to be provided within 10 days of downpayment

Respectfully Submitted,

Blythe Hirst - Cascade Fire and Safety



# BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

AB22-165  
December 5, 2022  
Discussion

Item 4.

## AGENDA BILL INFORMATION

<b>TITLE:</b>	First Amendment to the Interlocal Agreement Between the City of North Bend and the City of Snoqualmie for Police Services	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed:
<b>PROPOSED ACTION:</b>	Move to approve the First Amendment to the Interlocal Agreement Between the City of North Bend and the City of Snoqualmie for Police Services	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

<b>REVIEW:</b>	Department Director/Peer	Perry Phipps	12/2/2022
	Finance	n/a	Click or tap to enter a date.
	Legal	Bob Sterbank	12/2/2022
	City Administrator	Mike Sauerwein	12/2/2022

<b>DEPARTMENT:</b>	Legal		
<b>STAFF:</b>	Bob C. Sterbank, City Attorney		
<b>COMMITTEE:</b>	Choose an item.	<b>COMMITTEE DATE:</b> Click or tap to enter a date.	
<b>MEMBERS:</b>	Choose an item.	Choose an item.	Choose an item.
<b>EXHIBITS:</b>	1. Enter Exhibits Here		

<b>AMOUNT OF EXPENDITURE</b>	\$ n/a
<b>AMOUNT BUDGETED</b>	\$ n/a
<b>APPROPRIATION REQUESTED</b>	\$ n/a

## SUMMARY

This agenda bill would approve the First Amendment to the Interlocal Agreement Between the City of North Bend and the City of Snoqualmie for Police Services. The First Amendment provides for a 50-50 cost sharing agreement between the two cities for the cost of the Behavioral Health Specialist.

### LEGISLATIVE HISTORY

AB22-112, approved by the City Council on August 22, 2022: This Council action approved the Staffing Plan – FTE Count dated August 22, 2022, which authorized the creation of a new full-time employee (“FTE”) position of Behavioral Health Specialist (“BHS”) within the Snoqualmie Police Department.

AB22-, approved by the City Council on November 28, 2022. This Council action adopted the 2023-2024 Biennial Budget, which includes funding for the BHS position over the biennium. The budget appropriation assumes a 50% contribution by North Bend, commencing July 1, 2023, to the BHS salary and benefit costs.

## BACKGROUND

Through AB22-112, the Police Department requested and the City Council approved one (1) additional FTE, the behavioral health specialist. The reason for the new position is that, for many years, individuals in the community in need of assistance or were experiencing an emergency called 911. This resulted in the response of first responders, typically police or fire. While 911 may provide a fast, effective way to ask for assistance and resolve issues in many cases, it does not effectively address the needs of persons experiencing a mental health crisis. The new FTE provided an avenue to enhance police and fire department responses, by including a behavioral health specialist who could fill the gap in our service to an increasing population in our community.

The City received \$150,000 in grant funding, which will cover the cost of the position for a one-year period beginning on July 1, 2022 and ending June 30, 2023 (the end of the fiscal year for the state agency providing the grant funding). The benefit and overhead costs for the new BHS position were assumed in the 2023-2024 biennial budget, as was the projected grant revenue.

The City of Snoqualmie provides police services to the City of North Bend pursuant to the Interlocal Agreement Between the City of North Bend and City of Snoqualmie for Police Services ("Police Services ILA"). The Police Services ILA identifies specific percentages of identified police department command staff and officer positions, which form the basis of costs to be paid by North Bend under the ILA. The North Bend staff and Administration have agreed that North Bend should pay 50% of the cost of the BHS commencing July 1, 2023, when the grant funding expires. To memorialize this commitment, the Police Services ILA should be amended.

## ANALYSIS

The proposed First Amendment would amend Section 1(b) to the Police Services ILA, to add the BHS position to the list of police administration staff positions whose costs would be shared between the parties. The amended Section 1(b) would also clarify that "[s]tarting on July 1, 2023, North Bend agrees to pay for 50% of a FTE Behavioral Health Specialist – Community Responder."

The proposed First Amendment would also amend Section 1(c), "Services and Assigned Duties," to add a description of the BHS duties. Last, the First Amendment would amend Section 5(a) to specify the increased annual fee to be paid by North Bend in 2023 and 2024. The increased fees were calculated by adding the following to the existing fees identified for those years:

2023: \$41,375 (((\$157,750 - \$75,000 (2023 Grant Amount)) / 2 )  
2024: \$80,416 (\$160,832/2)

## BUDGET IMPACTS

The budget impacts of the proposed First Amendment are positive, as approval would add the above-identified amounts as revenue in 2023 and 2024.

## NEXT STEPS

N/A.

## PROPOSED ACTION

Move to approve the First Amendment to the Interlocal Agreement Between the City of North Bend and the City of Snoqualmie for Police Services, and authorize the Mayor to sign.

## **FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF NORTH BEND AND THE CITY OF SNOQUALMIE FOR POLICE SERVICES**

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT is entered into between the City of Snoqualmie, a Washington municipal corporation (“Snoqualmie”) and the City of North Bend, a Washington municipal corporation (“North Bend”).

WHEREAS, Snoqualmie and North Bend entered into a Renewal Interlocal Agreement for Police Services on May 14, 2019 (“Renewal Agreement”); and

WHEREAS, the Police Services include response to calls for service, including calls from individuals experiencing mental health crises and/or individuals suffering from mental health illness; and

WHEREAS, in order to provide a more effective crisis response and better management of social service needs of Snoqualmie and North Bend residents, Snoqualmie and North Bend desire to engage the services of a Behavioral Health Specialist; and

WHEREAS, in 2021, the Washington State Legislature awarded Snoqualmie a \$150,000 grant for a one-year pilot behavioral health coordinator program; and

WHEREAS, under the pilot program, Snoqualmie will hire a Behavioral Health Specialist - Community Responder to work in the Snoqualmie Police Department and serve both the City of Snoqualmie and City of North Bend communities; and

WHEREAS, it would serve the public interest to extend the position of Behavioral Health Specialist - Community Responder beyond the one-year pilot program, make it a permanent position within the Snoqualmie Police Department, and thereby allow the Behavioral Health Specialist – Community Responder to continue serving both the City of Snoqualmie and City of North Bend communities;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree to amend the Renewal Agreement as follows:

A. Section 1(b) (“Police Services - Staffing”) is amended as follows:

Staffing. Under the Original Agreement, Snoqualmie hired nine (9) full-time equivalents (FTEs) consisting of eight (8) full-time police officers and one (1) records administration position; provided any Snoqualmie police officer may be assigned to work in North Bend. As part of this Renewal Agreement, Snoqualmie has requested and North Bend has agreed to pay for an additional two and one-half (2.5) FTEs consisting of (1) two Sergeants provided that such Sergeants are assigned to patrol in North Bend when not performing general supervisory duties and provided further, that Snoqualmie maintains a minimum staffing level of four (4) sergeants; and (2) 50% of a FTE Police Support Officer performing prisoner and court transport services so long as North Bend’s prisoner population requires

at least 50% of this FTE's services. Starting on July 1, 2023, North Bend agrees to pay for 50% of a FTE Behavioral Health Specialist – Community Responder. “General supervisory duties” include creating work schedules for the officers, participating in officer performance.

- i. Administration. Snoqualmie will provide administration through a Police Chief, Police Captain, Sergeants, Police Support Officer (PSO), Behavioral Health Specialist – Community Responder, Records Technician and Administrative Coordinators and any compensation for such positions is included in the annual fee set forth in Section 5 of this Renewal Agreement.
- ii. Consultation. Snoqualmie will consult with the North Bend City Administrator on proposed hires but shall retain sole decision-making authority.

B. Section 1(c) (“Service and Assigned Duties”) is amended to add the following:

xix. Behavioral Health Specialist – Community Responder will respond to 911 calls for service; conduct biopsychosocial assessments; plan implement and coordinate services related to crisis response and social service needs; refer community members to appropriate resources; follow-up with community members; conduct home visits; and participate in community-wide events to promote public health and wellness.

C. Section 5(a) (“Compensation – Fee During Term”) is amended as follows:

- a. Fee during Term. During the Term, North Bend shall pay Snoqualmie the following amounts in equal monthly installments as full payment for the Services:

	Annualized rate of
January 1, 2019 through December 31, 2019	\$1,860,916*
January 1, 2020 through December 31, 2020	\$1,963,266
January 1, 2021 through December 31, 2021	\$2,071,246
January 1, 2022 through December 31, 2022	\$2,185,164
January 1, 2023 through December 31, 2023	\$2,305,348 <u>\$2,346,723</u>
January 1, 2024 through December 31, 2024	\$2,432,143 <u>\$2,512,559</u>

\*2019 annualized rate of \$1,860,916 adjusted to reflect actual 2019 payments for January, February, March and any other month under the Original Agreement and made prior to final approval of this Renewal Agreement.

D. Section 5(d)(2) (“Compensation – Intent of Parties”) is amended as follows:

- d. Intent of Parties: Compensation negotiation for renewal terms shall be based on the following assumptions:

...

2. Salary and benefit costs as well as the cost of fully equipping and training 50% of 1 police support officer and, starting on July 1, 2023, 50% of 1 behavioral health specialist – community responder; provided that if Snoqualmie reduces this position to less than full time, North Bend’s allocation shall be reduced pro rata.

...

E. Effective Date. The Effective Date of this First Amendment is defined as the date on which all parties have signed this Amendment.

CITY OF SNOQUALMIE

CITY OF NORTH BEND

By: \_\_\_\_\_

Katherine Ross, Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Robert McFarland, Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

City Clerk

Attest: \_\_\_\_\_

City Clerk