



PUBLIC SAFETY COMMITTEE & COMMITTEE OF THE WHOLE MEETING

Monday, September 16, 2024, at 5:00 PM

Snoqualmie City Hall, 38624 SE River Street & Zoom

COMMITTEE MEMBERS

Chair: Rob Wotton

Councilmembers: Cara Christensen and Catherine Cotton

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

Join by Telephone: To listen to the meeting via telephone, please call **253.215.8782** and enter

Webinar ID **836 4577 2692** and Password **1700040121** if prompted.

Press *9 to raise your hand to speak. Raising your hand signals the meeting moderator that you have a comment.

Press *6 to mute and unmute.

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

- 1) Click this [link](#)
- 2) If the Zoom app is not installed on your computer, you will be prompted to download it.
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- 4) Please confirm that your audio works prior to participating.

CALL TO ORDER & ROLL CALL

AGENDA APPROVAL

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

MINUTES

1. Approval of the minutes dated August 19, 2024.

AGENDA BILLS

2. **AB24-091:** Interlocal Agreement for Hazardous Materials Response.

DISCUSSION

3. Mayor's Proposed 2025-2026 Biennial Budget Department Presentations.

NEW BUSINESS

ITEMS FOR FUTURE DISCUSSION

ADJOURNMENT



PUBLIC SAFETY COMMITTEE REGULAR MEETING MINUTES AUGUST 19, 2024

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

CALL TO ORDER & ROLL CALL

Chair Wotton called the meeting to order at 5:00 pm

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

It was unanimously agreed to excuse CM Christensen from tonight's meeting.

Mayor Katherine Ross was also present.

City Staff:

Mike Chambless, City Administrator; Mike Bailey, Fire Chief; Brian Lynch, Police Chief; Gary Horejsi, Police Captain; Gretchen Garrett, Deputy Clerk; and Jimmie Betts, IT Support.

AGENDA APPROVAL

The agenda was approved as presented.

PUBLIC COMMENTS

There were no public comments.

MINUTES

1. The minutes dated July 15, 2024, and July 29, 2024, were approved as presented.

AGENDA BILLS

DISCUSSION

2. Fire Department 2nd Quarter 2024 Accreditation Report. Highlights of the report were reviewed by Fire Chief Bailey. The report includes the department workplan which is on pause and waiting for the strategic plan to be approved at the end of the year. The report showed the Fire Department's number and type of incidents compared to last year; mutual aid to and from other agencies; performance measures such as turnout times, travel times, and response times; number of inspections completed; property lost and saved. Committee questions and comments followed.
3. Police Department Breast Cancer Awareness Patch for the Month of October. This item was introduced by Police Chief Lynch and Police Captain Gary Horejsi. Snoqualmie Police Department officers will have the option to wear breast cancer awareness patches during the month of October. A sample of the patch was provided. Committee questions and comments followed.

4. Federal Aviation Administration (FAA) Restrictions at Snoqualmie Falls. This item was introduced by City Administrator Mike Chambless. Discussion points included establishing a no-fly zone around Snoqualmie Falls and the FAA's congested area designation. Committee questions and comments followed.

NEW BUSINESS

ITEMS FOR FUTURE DISCUSSION

ADJOURNMENT

The meeting was adjourned at 5:41 pm.

DRAFT

*Minutes taken by Gretchen Garrett, Deputy City Clerk.
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

AB24-091
September 23, 2024
Committee Report

Item 2.

AGENDA BILL INFORMATION

TITLE:	AB24-091: Interlocal Agreement for Hazardous Materials Response	<input type="checkbox"/> Discussion Only
PROPOSED ACTION:	Move to approve the Interlocal Agreement for Hazardous Materials Response and authorize the Mayor to sign	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

REVIEW:	Department Director	Mike Bailey	9/9/2024
	Finance	Janna Walker	9/9/2024
	Legal	David Linehan	8/26/2024
	City Administrator	Mike Chambless	Click or tap to enter a date.

DEPARTMENT:	Fire		
STAFF:	Fire Chief Mike Bailey		
COMMITTEE:	Public Safety	COMMITTEE DATE: September 16, 2024	
EXHIBITS:	1. Interlocal Agreement for Haz Mat Response		

AMOUNT OF EXPENDITURE	\$ 2,300 (est.)
AMOUNT BUDGETED	\$ 8,418,451
APPROPRIATION REQUESTED	\$ 0

SUMMARY

INTRODUCTION

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

LEGISLATIVE HISTORY

Previous ILA was signed by Snoqualmie in 2004.

BACKGROUND

Since 2004 the Snoqualmie Fire Department has participated in the Eastside Hazardous Materials Consortium. This consortium is made up of Zone One Fire Departments with the purpose of pooling personnel and resources to respond to hazardous materials incidents (haz mat). Haz mat incidents are a low frequency/high risk type of call. These calls for service occur infrequently but require specialized training and equipment to mitigate. Historically Snoqualmie has had very few hazardous materials responses. Snoqualmie personnel are

trained to the haz mat operation level which prepares them to initially stabilize the incident, recognize the need for additional resources, and operate as support personnel for defensive operations and decontamination. Personnel trained at the technician level (one step above operations) are required for entering the hot zone and mitigating the problem. Snoqualmie relies on the Consortium to provide technician level response to incidents within the city. As a member of the Consortium, the Snoqualmie Fire Chief has a seat on the board and holds a vote pertaining to the operation and funding of the Consortium. Each member department pays an annual fee to the Consortium to fund equipment, training, and operating costs per the annual budget.

As a participating agency, response units with haz mat trained personnel are automatically dispatched to Snoqualmie haz mat incidents by the dispatch center (NORCOM).

ANALYSIS

Due to the low frequency of haz mat responses within the city, and the additional cost, training, and experience needed to have personnel trained to the haz mat technician level, at this time participating in the Eastside Hazardous Material Consortium makes sense for the department. The department receives the expertise and resources needed to mitigate haz mat events, but at a relatively low cost. To purchase the required equipment and to train Snoqualmie personnel to the technician level would be cost prohibitive for the department.

BUDGET IMPACTS

Administration recommends approving the Interlocal Agreement for Eastside Hazardous Materials Consortium. The cost for participating in the ILA is determined by an established formula relying on the City's assessed valuation and call volume; therefore, the amount changes from year to year. For the last four years, this amount has averaged approximately \$2,100 annually. The City budgeted \$8,418,451 for all Fire and Emergency Management activities, including an allocation for the consortium. \$6,649,001 has been spent to date, leaving a remaining appropriation of \$1,769,451. Therefore, sufficient appropriation exists within the 2023-2024 Biennial Budget (Fire & Emergency Management Department) to fund the contract.

NEXT STEPS

Approve AB24-091 Haz Mat ILA and forward to the City of Bellevue for implementation

PROPOSED ACTION

Move to approve the Interlocal Agreement for Hazardous Materials Response and authorize the Mayor to sign.

INTERLOCAL AGREEMENT FOR HAZARDOUS MATERIALS RESPONSE

This agreement is entered into this _____ day of _____, 2024, by and between the undersigned cities and fire districts of the State of Washington (hereafter participating agencies) pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

WHEREAS, participating agencies' hazardous material (HM) incidents exceed the resources of any single participating agency; and

WHEREAS, participating agencies can benefit by combining their resources to train for and respond to HM incidents in any participating agency's jurisdiction; and

WHEREAS, subject to approval of the Executive Board created by this agreement, other agencies may participate in this agreement.

NOW, THEREFORE, in consideration of the aforementioned mutual benefits, the participating agencies agree to the following:

Section 1: Authority and Prior Agreements.

This interlocal agreement is entered into by the signed participating agencies and supersedes all prior agreements related to HM response among or between any participating agencies.

As hereafter referenced, this interlocal agreement shall be referred to as the HM Agreement.

Section 2: Executive Board and Duties

The undersigned participating agencies hereby create an Executive Board (Board) to administer the HM Agreement. The Board shall be comprised of the Fire Chiefs of all participating agencies. Based upon recommendations from members of the Board, the Board may review and adopt amendments to the HM Agreement by a majority vote of all participating agencies. Amendments must be presented to participating agencies at least 30 days prior to vote. The Board is also authorized to provide approval and direction on operational matters as presented and requested by members of the Board, to formulate policy and procedures, approve contracts and expenditures, to set budgets and contribution requirements, include new members, and manage assets.

Section 3: Purpose.

The purpose of the HM Agreement is to establish a unified model to train and respond to HM incidents, thus promoting efficiency, consistency and potential cost reductions.

Section 4: Duration of Agreement.

The HM Agreement shall commence upon date of execution by all parties and shall remain in effect until terminated by a majority vote of the Board. Alternatively, a participating agency may terminate its participation in the HM Agreement by providing written notice to the Board on or

before July 1st with the date of termination effective at midnight of December 31st of that same year.

Section 5: Governance and Participation.

- A. Board Composition and Voting. The HM Agreement shall be governed by the Board consisting of the Fire Chief, or his/her designee, from each participating agency. Each member of the Board shall have an equal vote and voice on all Board decisions. All Board decisions shall be made by a majority vote of the Board members, or their designees, appearing at the meeting. A quorum of the members must be present at any meeting for the Board to make a decision. A simple majority of the parties to this Agreement shall constitute a quorum for purposes of taking action that constitutes a decision of the Board on any issue.
- B. Board Meetings. The Board shall meet as often as it deems necessary and not less than once per calendar year.
- C. New Members - To be considered as a participating agency in this HM Agreement, said participating agency shall be accepted by a majority vote of the Board and commit financial and human resources to the program as prescribed by the Board. If any party to this HM Agreement consolidates with another municipal or local government entity through merger, annexation, or through the creation of a regional fire authority, the consolidated entity shall become a participating agency to this Agreement and a successor in interest to the former agency's interest on the effective date of the consolidation, without any action by the Board, unless otherwise required.

Section 6: Funding Responsibility and Budget.

- A. Contribution - Participating agencies agree to pay those amounts as approved by the Board and on a schedule outlined by the Board. Funds will be held in the Hazardous Materials Consortium Fund (Fund) managed by the Administering Agency
- B. Purpose - The Fund will be used for operation, maintenance, training, supplies, and administrative expenses necessary to support the HM work of the participating agencies under this Agreement. Members joining in 2023 or later may have limited access to funds and assets contributed by other jurisdictions prior to membership as determined by a majority vote of the Board.
- C. Budget – An HM response budget will be approved annually by the Board. The budget shall be developed in the first quarter, discussed and potentially adjusted by the Board in the fourth quarter, and presented for adoption no later than December 1 of each year.
- D. Agency Termination of Participation - Upon termination of agency participation, the terminating agency relinquishes all rights to financial or in-kind contribution; said contribution(s) already made by the terminating agency will remain in the Fund to be used for the benefit of the remaining members. Assets purchased through the Fund and housed at a terminating member's facilities will be returned for use by the remaining members.

- E. Asset Distribution - Upon termination of the HM Agreement, any remaining funds and assets will be divided equitably as decided by a majority vote of the Board.

Section 7. Administering Agency

One agency shall be designated as the Administering Agency for this agreement. The Administering Agency is currently Bellevue. The Administering Agency can be changed by a majority vote of the participating agencies. The Administering Agency is responsible for administrative support to the Board and Board meetings, maintaining this agreement, invoicing and collection of required contributions and authorized in-kind contributions, executing any approved contracts, executing approved expenditures, and managing the Fund. The Administering Agency stands in a fiduciary relationship with the Board.

Section 8: Indemnification and Insurance.

Each party to this Agreement agrees to indemnify and hold harmless the other participating parties and their elected officials, officers, and employees from any loss, claims, judgment, settlement or liability, including costs and attorney fees ("Damages"), arising out of and to the extent caused by the negligent acts or omissions of the indemnifying party arising out of the decisions, directions, or activities made pursuant to the HM Agreement. For this purpose, each indemnifying party, by mutual negotiation, hereby waives, as respects all other non-indemnifying parties only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event a non-indemnifying member incurs any judgment, award, and/or cost arising therefrom, including attorney fees, to enforce the provisions of this Section, all such fees, expenses and cost shall be recoverable from the indemnifying party.

Other than as set forth at Section 6 (a) herein, no party to the HM Agreement shall be deemed to be an agent of any other party to the HM Agreement, and each party hereto assumes liability for its own negligence, errors or omissions.

Each party further agrees to defend, indemnify, and hold harmless the Administering Agency/Fiscal Agent from any Damages arising out of Administering Agency/Fiscal Agent's acts or omissions undertaken in its capacity as Administering Agency/Fiscal Agent in any claim or action arising out of the activities under this Agreement brought by a member's official, officer, employee or other person(s) under the supervision or control of that member. This paragraph shall not apply to misappropriation of funds by the Administering Agency.

Each party shall maintain suitable commercial general liability and auto liability insurance coverage to provide protection from casualty losses by reason of activities contemplated by this Agreement. Each party shall provide Certificate of Liability Insurance or Evidence of Coverage upon the request of the Executive Board.

Section 9: Applicable Law.

This agreement shall be governed by and construed according to the laws of the State of Washington. Nothing in this agreement shall be construed as altering or diminishing the rights or responsibilities of the parties as granted or imposed by state law. If any litigation is filed between the parties regarding this agreement, the parties agree that venue shall rest in the Superior Court of King County, Washington.

Section 10: Disputes.

The parties agree to attempt mediation prior to the filing of any legal action, but mediation shall not be a condition precedent to filing a legal action.

Section 11: No Third-Party Benefit.

It is agreed that this agreement does not create a partnership or joint venture relationship between the parties and does not benefit or create any rights in any third party.

Section 12: Entire Agreement.

This agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements between the parties relating to the subject matter hereof. No waiver, alteration, or modification of any of the provisions of this HM Agreement shall be binding unless in writing and signed by a duly authorized representative of each party and subject to ratification by the Executive Board.

Section 13: Savings.

Should any provision of this agreement be deemed invalid or inconsistent with any federal, state, or local law, ordinance or regulation, the remaining provisions shall continue in full force and effect.

Section 14: Filing.

A certified copy of this agreement will be filed with City Clerk, the King County Auditor and the Secretary of State pursuant to RCW 39.34.040.

Section 15: Survivability.

All covenants, promises, and performances that are not fully performed as of the date of termination shall survive termination as binding obligations.

Section 16: No Waiver.

No failure by any party to insist upon the strict performance of any condition of the HM Agreement, or to exercise any right or remedy for a breach thereof, shall constitute a waiver of any such breach or any other term or condition.

Section 17: Neutral Authorship.

Each of the provisions of the HM Agreement has been reviewed and negotiated and represents the combined work product of all participating agencies. No presumption or other rules of construction, which would interpret the provisions of this agreement in favor of, or against, the participating agency preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this agreement.

Section 18. Independent Municipal Governments. The parties recognize that all parties hereto are independent governments. Except for the specific terms of the HM Agreement, nothing herein shall be construed to limit the discretion of the governing bodies of each party.

Section 19: Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

IN WITNESS WHEREOF, the parties have executed this HM Agreement upon signature of all participating agencies.

CITY OF BELLEVUE

City Manager

Attest:

Approved as to form:

City Clerk, City of Bellevue

City Attorney

CITY OF BOTHELL

City Manager

Attest:

Approved as to form:

City Clerk, City of Bothell

City Attorney

CITY OF KIRKLAND

City Manager

Attest:

Approved as to form:

City Clerk, City of Kirkland

City Attorney

CITY OF REDMOND

Mayor

Attest:

Approved as to form:

City Clerk, City of Redmond

City Attorney

King County Fire District 45

Mayor

Attest:

Approved as to form:

City Clerk, City of Duvall

City Attorney

EASTSIDE FIRE & RESCUE

Fire Chief

WOODINVILLE FIRE & RESCUE

Fire Chief

KING COUNTY FIRE DISTRICT #27

Commissioner

SNOQUALMIE FIRE DEPARTMENT

Mayor