

PUBLIC SAFETY COMMITTEE & COMMITTEE OF THE WHOLE MEETING

Monday, November 18, 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 <u>link</u>
- 2) If the Zoom app is not installed on your computer, you will be prompted to download it.
- 3) If prompted for Webinar ID, enter **836 4577 2692**; Enter Password **1700040121**
- 4) Please confirm that your audio works prior to participating.

CALL TO ORDER & ROLL CALL

AGENDA APPROVAL

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

MINUTES

<u>1.</u> Approval of the minutes dated November 4, 2024.

AGENDA BILLS

2. AB24-125: Interlocal Agreement Renewal with Issaquah Jail.

DISCUSSION

- <u>3.</u> Fire Quarterly Accreditation Report.
- 4. Fire Department Updates.
- 5. 2025 Legislative Priorities.

NEW BUSINESS

ITEMS FOR FUTURE DISCUSSION

ADJOURNMENT



PUBLIC SAFETY COMMITTEE & COMMITTEE OF THE WHOLE MEETING MINUTES NOVEMBER 4, 2024

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

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

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

Mayor Katherine Ross was also present.

City Staff:

Mike Chambless, City Administrator (remote); Brian Lynch, Police Chief; Deana Dean, City Clerk; Chris Brown, Deputy Fire Chief; Gary Horejsi, Police Captain; 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 October 21, 2024, were approved as presented.

AGENDA BILLS

 AB24-120: Interlocal Agreement Renewal with King County Jail. Chief Lynch introduced this item noting Snoqualmie's use of Issaquah, SCORE, and King County jails and outlined the 2025 rates for King County Jail. Committee questions followed. This item is to be brought back at a future committee meeting once King County approves the fees.

PUBLIC COMMENT RE-OPENED AT 5:18 PM:

• Matthew Young spoke to a concern about road flooding on Cedar Place SE.

DISCUSSION

3. 2025 Legislative Priorities. Discussion led by CM Wotton with additional input provided by CM Christensen and CM Cotton. Additional information provided by Chiefs Lynch and Brown. Committee members were reminded to send their proposed changes to CM Holloway.

NEW BUSINESS

ITEMS FOR FUTURE DISCUSSION

ADJOURNMENT

The meeting was adjourned at 5:50 pm.

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



BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

AB24-125 November 25, 2024 Committee Report

AGENDA BILL INFORMATION

TITLE:	AB24-125: Interlocal Agreement Renewal with Issaquah Jail	□ Discussion Only☑ Action Needed:
PROPOSED ACTION:	Motion Authorizing an Interlocal Agreement (ILA) Renewal with the City of Issaquah for the Use of Issaquah Jail Facilities for Housing Misdemeanor Inmates	☑ Motion□ Ordinance□ Resolution

REVIEW:	Department Director	Brian Lynch	11/8/2024
	Finance	Drew Bouta	11/14/2024
	Legal	David Linehan	11/14/2024
	City Administrator	Choose an item.	Click or tap to enter a date.

DEPARTMENT:	Police		
STAFF:	Chief Brian Lynch/Captain Gary Horejsi		
COMMITTEE:	Public Safety COMMITTEE DATE: November 18, 2024		
EXHIBITS:	1. Proposed ILA renewal document with Issaquah Jail		

AMOUNT OF EXPENDITURE	\$ TBD
AMOUNT BUDGETED	\$ \$535,000 (25-26 Biennium)
APPROPRIATION REQUESTED	\$ \$160,000

SUMMARY

INTRODUCTION

The Snoqualmie Police Department use the Issaquah Jail as their primary booking location for all misdemeanor arrests. The Issaquah Jail is one of four current City inmate housing contracts (the others being SCORE Jail in SeaTac, King County Jail, as well as long term male inmate housing with the City of Sunnyside).

On October 30, 2024, the Snoqualmie Police Department received notice that the Issaquah Jail rates would be increasing for the first time since 2021, and that a new ILA would need to be signed to continue the partnership. The new proposed ILA reflects the following new fee schedule effective January 1, 2025:

	<u>2024</u>	2025	Increase %
Guaranteed Bed Space (to which Snoqualmie purchases five	beds) = \$115.50	\$150.00	29%
Non-Guaranteed Bed Space	= \$147.00	\$200.00	36%

DOOKINGTEE		- 20.00	JZ0.00		
Below is a breakdown of the City's current contracts for jail services as a comparison.					
Jail Provider	Booking Fee	Daily Fee	Mental Health		
City of Issaquah	No Fee	\$115.50/\$147.00	No		
King County	\$277.99	\$259.14	Yes		
SCORE	\$65.00	\$204.97	Yes		

LEGISLATIVE HISTORY

N/A

BACKGROUND

Booking Fee

While the Issaquah Jail has not raised their rates in a few years, every other jail that we contract with has raised their rates approximately 5%-7% each year. The police department is currently in discussions with the Kirkland Jail and Yakima County Jail to seek cheaper alternatives for housing inmates.

BUDGET IMPACTS

The City of Snoqualmie budgeted \$260,000 and \$275,000 in 2025 and 2026 respectively, for a total of \$535,000 over the biennium, to utilize the Issaquah Jail as the primary booking location for all misdemeanor arrests. The 2025 and 2026 budget assumed a 22% increase in the current rates for the biennium over the previous biennial budget. However, actual expenditures have been higher, with the 2025 and 2026 budget showing a 10% increase over the costs realized during 2023 and 2024. Assuming that most Issaquah Jail expenses are to pay for guaranteed bed space, applying a 30% increase would cost the city approximately \$96,000 more over the biennium, or roughly \$48,000 annually. At the higher end of the potential range, a 40% increase would cost the city approximately \$144,000 more over the biennium or roughly \$72,000 annually. As a result of this renewal ILA, the Administration will need to return to Council at a future date with a budget amendment to appropriate for the higher than anticipated rates. Alternatively, the City may want to seek out cheaper options for housing inmates, as suggested in the background section above (i.e., Kirkland, Yakima County, etc.), or look to reduce potentially the City's guaranteed bed space.

NEXT STEPS

PROPOSED ACTION

Motion Authorizing an Interlocal Agreement (ILA) Renewal with the City of Issaquah for the Use of Issaquah Jail Facilities for Housing Misdemeanor Inmates.

\$20.00

= \$0.00

INTERLOCAL AGREEMENT BETWEEN THE CITY OF ISSAQUAH, WASHINGTON AND THE CITY OF SNOQUALMIE, WASHINGTON, FOR THE HOUSING OF INMATE IN THE ISSAQUAH CITY JAIL

This agreement ("Agreement") is between the City of Issaquah, a municipal corporation of the State of Washington ("Issaquah") and the City of Snoqualmie, a municipal corporation of the State of Washington ("Snoqualmie").

RECITALS

WHEREAS, this Agreement is entered pursuant to Chapter 39.34 RCW and Chapter 70.48 RCW, which authorize local governmental agencies to make the most efficient use of their powers by enabling them to cooperate and enter into agreements with each other for provision of jail services; and

WHEREAS Snoqualmie wishes to secure the use of a guaranteed number of jail beds at the Issaquah City Jail ("Issaquah Jail"), and the City of Issaquah is willing to accept Snoqualmie's inmates at a rate of compensation and under the terms and conditions set forth below; and

WHEREAS the governing bodies of each of the parties hereto have decided to enter into this Agreement as authorized by RCW 39.34, RCW 70.48 and other Washington law, as may be amended;

Now, therefore, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable considerations, the parties hereto agree to the terms and conditions set forth herein:

1. EFFECTIVE DATE

This Agreement shall be effective following its mutual execution and posting on Issaquah's website in accordance with RCW 39.34.040.

2. <u>TERMINATION</u>

- (A) This Agreement shall be of indefinite duration. Provided, however, either party may elect to terminate this Agreement for any reason by giving written notice of termination to the other party and the State Office of Financial Management. Said termination shall be effective ninety (90) days from the date of said written notice to the Chief of Police of the jurisdiction receiving the notice. The notice will state the reason for termination and specific plans for accommodating the affected jail population.
- (B) In the event of termination of this Agreement for any reason, Snoqualmie shall compensate Issaquah for inmates housed by the Issaquah Jail after notice of termination until Snoqualmie retakes its inmates in the same manner and at the same rates as if this Agreement had not been terminated, and the provisions of this Agreement shall remain in force until such time as all inmates from Snoqualmie have been retaken.

3. NOTICES

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

City of Issaquah:	Chief of Police Issaquah Police Department 130 E. Sunset Way Issaquah, Washington 98027
Contact:	Issaquah Commander
City of Snoqualmie:	Snoqualmie Police Department 450 110 th Ave. NE Snoqualmie, WA 98004
Contact:	Chief of Police

4. SERVICES PROVIDED

Issaquah agrees to provide jail services for gross misdemeanor/misdemeanor inmates for those offenses that have been committed by adults within Snoqualmie's jurisdiction.

5. <u>COMPENSATION</u>

In consideration of Issaquah's commitment to provide housing and related services for its inmates, Snoqualmie agrees to pay Issaquah the fees and charges set forth in this Agreement.

- (A) <u>Guaranteed Beds</u>. Issaquah agrees to accept and house non-gendered specific inmates at the daily guaranteed bed rate of \$150.00 per bed day. The guaranteed rate is limited to the <u>Five (5)</u> guaranteed beds for Snoqualmie. The \$150.00 per bed per day rate for guaranteed beds shall be assessed for each day this Agreement is in effect regardless of occupancy by a Snoqualmie inmate. Either party may cancel or reduce the guaranteed bed commitment provided for herein by providing written notice to the other party at least ninety (90) days in advance of the effective date of the cancellation or reduction. A cancellation or reduction made pursuant to this Section shall be deemed to be an amendment to this Agreement and incorporated as if fully set forth herein without the necessity of a formal amendment or separate approval by the legislative authority of Issaquah or Snoqualmie.
- (B) <u>Non-Guaranteed Beds</u>. Snoqualmie may use additional beds, as available, at the daily rate of \$200.00 per bed day. However, Issaquah shall have the right to refuse to accept custody or house Snoqualmie's inmates in excess of the minimum bed commitment set forth above.

- (C) <u>Billing and Payment</u>. Issaquah agrees to provide a monthly invoice for the guaranteed beds by the 30th of each following month. Snoqualmie agrees to make payment to Issaquah within 30 days of receipt of the undisputed portion of such bill for the amount billed for the previous calendar month. Issaquah agrees to provide Snoqualmie with an itemized bill for all inmates housed, including inmate name(s), the number of days housed (including date of booking and date of releases), and the dollar amount due for each. Issaquah agrees to provide said bill by the 30th of each following month. Snoqualmie agrees to make payment to Issaquah within 30 days of the date of such bill.
- (D) <u>Rate Increases</u>. Issaquah may increase guaranteed and non-guaranteed rates from timeto-time but no more frequently than once per year, in order to reflect increased costs. Issaquah will give Snoqualmie at least ninety (90) days' advance written notice of the increased rate prior to implementation. Such increase shall be deemed to be an amendment to this Agreement and incorporated as if fully set forth herein without the necessity of a formal amendment or separate approval by the legislative authority of Issaquah or Snoqualmie.

6. BOOKING FEE

A booking fee in the amount of \$20.00 shall be charged for each inmate booked by or on behalf of Snoqualmie into the Issaquah Jail. The booking fee shall remain fixed through the term of this agreement.

7. AMENDMENTS

Any changes in law or regulations governing jail operations impacting this Agreement will be addressed in an amendment to the Agreement. These and other amendments to this Agreement shall be in writing and approved by the governing body of each party, excepts as expressly provided for herein.

8. <u>RESPONSIBILITY FOR OFFENDER'S CUSTODY</u>

It shall be the responsibility of Issaquah to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for inmates' physical needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain they receive no special privileges and the sentence and orders of the committing court in the State are faithfully executed; provided nothing herein contained shall be construed to require Issaquah, or any of its agents, to provide treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this agreement. Issaquah shall provide facilities for consultation and communication between inmates and their legal counsel. It shall also be the responsibility of Issaquah to calculate "good time" accrued in and subsequent release of

inmates in accordance with the Issaquah Jail's standard practice and procedures related to inmates housed in the Issaquah Jail.

9. HOUSING DECISIONS: RIGHT TO REFUSE, RETURN, OR TRANSFER INMATE

Subject to the terms of this Agreement, Issaquah hereby agrees to accept Snoqualmie's inmates and to provide housing, care, and custody of those inmates pursuant to Issaquah Jail policies and procedures. To the greatest extent permitted by law, Issaquah shall have the right to refuse to accept an individual from Snoqualmie or to transfer any Snoqualmie inmates to a different jail facility for any reason, including but not limited to if, in the sole discretion of Issaquah: such individual presents a substantial risk of escape, of injury to self or other persons or property, of adversely affecting or significantly disrupting the operations of the Issaquah Jail, has a medical illness or injury that makes housing such individual not in the best interest of Issaquah or other inmates; and/or when, acceptance of the inmate would cause the operational capacity limits of the jail to be reached or exceeded.

If Issaquah refuses an inmate from Snoqualmie or determines that a Snoqualmie inmate must be returned to Snoqualmie or transferred to another jail facility, Snoqualmie will be responsible for transportation and the cost of incarceration at such other jail facility (if applicable). Return or transfer of an inmate will not negate Snoqualmie's responsibility to pay for any guaranteed bed commitment.

10. FURLOUGHS, PASSES, AND WORK RELEASE

Issaquah agrees no early releases or alternatives to incarceration including furloughs, passes, work crews, electronic home detention, or work release shall be granted to any inmate housed pursuant to this Agreement without written authorization by the committing court.

11. INMATE PROPERTY

Snoqualmie may transfer to Issaquah only agreed amounts of personal property of Snoqualmie inmates recovered from or surrendered upon booking. Only those items which fit into a 12-inch by 14-inch bag will be allowed on transports when such transports are conducted by Issaquah Jail personnel. Additional legal material or personal belongings may be shipped to the Issaquah Jail at the expense of the inmate or Snoqualmie.

12. <u>RETAKING OF INMATES</u>

Upon request from Issaquah, Snoqualmie shall, at its expense, retake any Snoqualmie inmate within twelve (12) hours after receipt of such request. In the event the confinement of a Snoqualmie inmate is terminated for any reason, Snoqualmie shall, at its expense, retake such inmate from the Issaquah Jail.

13. COPY OF ARREST WARRANT OR CITATION AND BAIL SCHEDULE

Snoqualmie law enforcement officers placing Snoqualmie misdemeanants in the Issaquah Jail shall, in every instance, first furnish an arrest warrant, citation, court order, or judgement and sentence, to the Issaquah Jail upon booking of an inmate. Snoqualmie is also responsible for providing Issaquah Jail with a complete bail schedule no later than January 1 of each year.

14. TRANSPORTATION

Snoqualmie inmates incarcerated in Issaquah pursuant to this Agreement shall be transported to Issaquah by and at the expense of Snoqualmie and shall be returned or transferred, if necessary, to Snoqualmie or another jail facility by Snoqualmie personnel and at Snoqualmie's expense. Issaquah is not responsible for transportation of Snoqualmie inmates under this Agreement and shall be reimbursed by Snoqualmie for any actual expense incurred in transport of an inmate if, in fact, transportation of an inmate by Issaquah becomes necessary including but not limited to if the transport was a result of a warrant or medical appointment. Such transportation shall be calculated based upon the time required for transport at the correction officer over time rate of \$90.00 per hour. Partial hours will be rounded up to the next full hour.

15. <u>RECORDS AND REPORTS</u>

Snoqualmie shall forward to Issaquah before or at the time of delivery of each inmate, a copy of all inmate records pertaining to the inmate's present incarceration. If additional information is requested regarding a particular inmate, the Parties shall cooperate to provide any additional information in a timely manner.

Issaquah shall keep all necessary and pertinent records concerning such inmates incarcerated in the Issaquah Jail. During an inmate's confinement in Issaquah, Snoqualmie shall upon request, be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration, as may be permitted by law.

16. RIGHT OF INSPECTION

Snoqualmie shall have the right, upon reasonable advance notice, to inspect the Issaquah Jail at reasonable times. During such inspections, Snoqualmie may interview Snoqualmie inmates and review Snoqualmie inmates' records as permitted by law; provided, however, any interviews with Snoqualmie inmates will be voluntary on the part of such inmates.

17. MEDICAL TREATMENT

- (A) Snoqualmie's inmates shall receive such medical, psychiatric and dental treatment when emergent and necessary to safeguard their health while housed in the Issaquah Jail.
- (B) If Issaquah becomes aware of a Snoqualmie inmate that needs medical health care requiring the assistance of a medical health care services provider, then Issaquah shall make reasonable efforts to notify Snoqualmie prior to obtaining said service. If Snoqualmie is contacted and does not authorize Issaquah to obtain the service, then Snoqualmie shall within one hour pick up the inmate from the Issaquah Jail. Provided, in the case of emergency, Issaquah may notify Snoqualmie after the service has been provided.
- (C) An adequate record of all such services shall be kept by Issaquah or its contract medical provider(s) in accordance with applicable laws and regulations and made available for Snoqualmie's review at its request, to the extent permitted by law. Any medical or dental services of major consequence shall be reported to Snoqualmie as soon as time permits.
- (D) Except for routine minor medical services provided in the Issaquah Jail, Snoqualmie shall be responsible for all medical, dental, and mental health costs incurred by or on behalf of Snoqualmie's inmates. Snoqualmie shall reimburse Issaquah dollar for dollar for any amount expended, or cost incurred by Issaquah in providing the same. Upon payment from Snoqualmie for the inmate's health care expense, Issaquah will assign to Snoqualmie, upon its request, all right to reimbursement for medical expenses authorized under RCW 70.48.130. Except in emergencies, Snoqualmie will be notified by contacting a duty supervisor at Snoqualmie prior to the inmate's transfer to a hospital and nothing herein shall preclude Snoqualmie from retaking the ill or injured inmate at that time. In the event a Snoqualmie as soon as possible thereafter. Snoqualmie is responsible for providing security for its inmates during any time of hospitalization.

18. DISCIPLINE

Issaquah shall have physical control over and power to exercise disciplinary authority over all inmates of Snoqualmie. However, nothing contained herein shall be construed to authorize or permit the imposition of any type of discipline prohibited by the constitution and laws of the State of Washington or the constitution and laws of the United States.

19. ESCAPES

In the event a Snoqualmie inmate escapes from Issaquah custody, Issaquah will use all reasonable means to recapture the inmate. The escape shall be reported immediately to Snoqualmie. Issaquah shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate within its own territory. Any cost in connection therewith

shall be borne by Issaquah; however, Issaquah shall not be required to expend unreasonable amounts to pursue and return inmates from other counties, states, or countries.

20. DEATH OF AN INMATE

- (A) In the event of the death of a Snoqualmie inmate, the King County Coroner will be notified by Issaquah Jail personnel. Snoqualmie shall receive copies of any records made at or in connection with such notification.
- (B) Issaquah shall immediately notify Snoqualmie of the death of a Snoqualmie immate, furnish information as requested and follow the instructions of Snoqualmie regarding disposition of the body. Snoqualmie hereby designates the Chief of Police as the official authorized to request information from and provide instructions to Issaquah regarding deceased inmates. The body shall not be released except on written order of Snoqualmie's Chief of Police. This order shall be provided within three weekdays of Snoqualmie's receipt of notice of the death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by Snoqualmie. With Snoqualmie's consent, to be obtained on an individual basis, Issaquah may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by Snoqualmie. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.
- (C) Snoqualmie shall receive a certified copy of the death certificate for any of its inmates who have died while in Issaquah's custody.

21. VIDEO ARRAIGNMENT

The term "Video Court" shall include, by way of example but not by way of limitation, the following types of services: use of Issaquah video camera(s) iPad, audio technology, and the video courtroom facility, the scheduling of inmates for video court, the moving of inmates to and from video court, the processing of court paperwork, and the faxing of court paperwork to and from the municipal court for signatures.

(A) Snoqualmie agrees to pay one hundred dollars (\$100.00) per hour for use of Video Court. Partial hours in the amount of ten (10) minutes or more will be rounded up to the nearest hour. For example, the use of the Video Court is eight (8) minutes, the time interval shall round down and there will be no charge. If the use is one hour and fifteen (15) minutes, the interval shall round up for a total charge of \$200. Charges will only be for time spent in court proceedings; time spent by the inmate conferring with their attorney alone will not be counted.

(B) Issaquah will bill Snoqualmie for Video Court services rendered each month by adding a separate column to the invoice for Snoqualmie labeled "Video Court".

22. REMOVAL/RELEASE FROM THE JAIL

- (A) Except for work programs, medical care, if no probable cause determination is made as required by law, and during emergencies, Snoqualmie inmates shall not be removed and/or released from the Issaquah Jail without written authorization from Snoqualmie or by a court of competent jurisdiction. If Issaquah becomes aware there has not been probable cause determination as required by law, and the person is still in Issaquah's custody, Issaquah will notify Snoqualmie the person must be released unless written proof the probable cause determination was made is provided.
- (B) Issaquah will release Snoqualmie inmates to Snoqualmie at a mutually agreeable location.
- (C) Snoqualmie inmates for whom bail is posted, or who otherwise have a right to be released, may sign a waiver electing to be released to a family member or friend with confirmed transportation, or be released via private taxi, rather than being released to Snoqualmie during the regularly scheduled transport.

23. LOSS OF USE

The parties understand there may be times when conditions at the Issaquah Jail, such as required maintenance or repairs, may cause some or all the reserved beds to be temporarily unavailable. Issaquah agrees to provide as much notice as is reasonably practicable if any or all the reserved beds will be temporarily unavailable and will endeavor to keep any such unavailability to a minimum. The temporary unavailability of such beds shall not be a breach of this agreement or entitle Snoqualmie to any compensation from Issaquah. During any period of unavailability, Snoqualmie will be relieved of the obligation to pay for any unavailable beds.

24. PREA ACKNOWLEDGEMENT - CUSTODIAL AND SEXUAL MISCONDUCT

(A) Compliance - Issaquah agrees to ensure all of its employees, contractors, vendors, and volunteers have contact with Snoqualmie inmates comply with all federal and state laws regarding sexual misconduct including, but not limited to:

a) The Prison Rape Elimination Act of 2003 (PREA);

b) The standards for adult Prisons and Jails or Community Confinement Facilities, whichever is applicable, as promulgated by the US Attorney, andc) Zero tolerance toward all forms of sexual abuse and sexual harassment.

(B) Monitoring - Issaquah agrees to provide Snoqualmie documented compliance with the Federal Prison Rape Elimination Act standards. Monitoring may include, but is not limited to:

a) Site visits.

b) Access to facility data; and

c) Review of applicable documentation.

(C) Snoqualmie may terminate this Agreement:

a) Should Issaquah fail to provide documentation which demonstrates the Issaquah Jail is actively and effectively working toward and is making substantive progress toward achieving compliance; or

b) Should Issaquah fail to maintain PREA compliance between auditing periods, after being given a reasonable opportunity to cure.

(D) Snoqualmie will terminate this Agreement:

a) Should Issaquah elect to discontinue pursuit of PREA compliance.

- b) Should Issaquah be found in noncompliance through a PREA Audit and fail
- to cure such noncompliance within the identified timeframes; or
- c) Should Issaquah be found to be in egregious violation of PREA.

25. NON-ASSIGNABILITY

Snoqualmie agrees to not sublet any of their guaranteed beds to any jurisdictions. This Agreement may not be assigned by either party.

26. DISPUTE RESOLUTION

Should a dispute arise as to the application, compensation, enforcement, or interpretation of this Agreement between Snoqualmie and Issaquah, the parties shall first attempt to resolve such disputes through good faith and reasonable negotiations. However, if a dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute in an amicable manner by mediation administered under JAMS Alternative Dispute Resolution service rules or policies before resorting to litigation. The mediator may be selected by agreement of the parties or through JAMS.

27. INDEMNIFICATION

(A) By Issaquah

Issaquah agrees to defend, indemnify and hold Snoqualmie, its elected officials, officers, agents, and employees, harmless from and against any and all claims, lawsuits, actions, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (and also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any Snoqualmie inmate, or loss or damage to Snoqualmie inmate property while in Issaquah's custody) which result from or arise out of the acts or omissions of Issaquah,

its elected officials, officers, employees, and agents in connection with or incidental to the performance of non-performance of Issaquah's services, duties, and obligations under this Agreement.

(B) By Snoqualmie

Snoqualmie agrees to hold harmless, defend, and indemnify Issaquah, its elected officials, officers, agents, and employees from and against any and all claims, lawsuits, actions, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (and also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights [unless Snoqualmie has affirmatively notified Issaquah in writing a probable cause determination has been made within 48 hours of the arrest of the person bringing the claim], injury, or death of any Snoqualmie inmate, or loss of damage to Snoqualmie inmate property while in Issaquah custody) result from or arise out of the acts or omissions of Snoqualmie, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of Snoqualmie services, duties, and obligations under this Agreement.

- (C) In the event the acts or omissions of the officials, officers, agents, and/or employees of both Snoqualmie and Issaquah in connection or incidental to the performance or nonperformance of Snoqualmie's and/or Issaquah's services, duties, and obligations of this Agreement are the subject of any liability claims by a third party, Snoqualmie and Issaquah shall each be liable for its proportionate concurrent negligence in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.
- (D) Nothing contained in this section, or this Agreement shall be construed to rate a right in any third party to indemnification or defense.
- (E) Issaquah and Snoqualmie hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the Parties hereto.
- (F) The provisions of this section shall survive the termination of this Agreement.

28. INSURANCE

Independent of their respective indemnity obligations, each Party shall maintain occurrence-based Commercial General Liability (CGL) and Automobile Liability insurance through the commercial insurance market, an insurance pool, self-insurance, or a combination thereof. The CGL coverage shall be written with limits of no less than \$5,000,000 per occurrence with a \$10,000,000 general aggregate and shall include contractual liability. The Automobile Liability coverage shall have a minimum combined single limit for bodily injury and property damage of \$2,000,000 per accident. Evidence of insurance or self-insurance coverage will be provided promptly upon request by either

Party. This section shall be subject to renegotiation in the event either Party no longer remains a member of the Washington Cities Insurance Authority.

29. ADMINISTRATIVE CHARGE

An administrative charge of \$20.00 shall be assessed for each inmate booked at the Issaquah Jail under the jurisdiction of Snoqualmie. This charge will apply to every booking, irrespective of the length of stay or the outcome of the booking process.

30. INDEPENDENT CONTRACTOR

The Parties are independent contractors, and the officers, agents, or employees of a Party are not employees of the other Party for any purpose, including responsibility for any federal or state tax, industrial insurance or Social Security liability. The provision of services by a Party under this Agreement shall not give rise to any claim of career service or civil service rights which may accrue to an employee of the other Party under any applicable law, rule or regulation.

31. INTERLOCAL AGREEMENT REQUIRED PROVISIONS

In accordance with the requirements of RCW 39.34.030, the following provisions, stipulations and/or waivers are adopted:

- (A) This Agreement has been approved by the governing bodies of each of the participating agencies.
- (B) No separate organization or separate legal or administrative entity is created by this Agreement.
- (C) Each party to this Agreement shall maintain its own separate budget in accordance with the provision of Title 35 and 35A RCW and no joint or cooperative budget shall be undertaken.
- (D) The terms of this Agreement do not contemplate the acquisition of any property. However, in the event any property is acquired for the performance of this Agreement, upon termination of this Agreement, said property shall be sold and the proceeds shall remain with Issaquah.
- (E) This Agreement shall be administered by the Chiefs of Police, or their representative, from Issaquah and Snoqualmie.

32. GOVERNING LAW AND VENUE

The parties hereto agree, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter

relating to inmate confinement pursuant to this Agreement. Venue for any action arising from or related to this Agreement shall lie exclusively in King County Superior Court.

33. COUNTERPARTS

This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

34. ENTIRE AGREEMENT

The written provisions and terms of this Agreement, together with any attachments, supersede all prior written and verbal agreements and/or statements by any representative of the parties, and those statements shall not be construed as forming a part of or altering in any manner this Agreement. Any prior written and/or oral agreement between the parties pertaining to jail services is terminated and superseded by this Agreement. This Agreement and any attachments contain the entire Agreement between the parties. Should any language in any attachment conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

35. SEVERABILITY

Should any provision of this Agreement be determined to be unenforceable by a court of law, such provision shall be severed from the remainder of the Agreement, and such action shall not affect the enforceability of the remaining provisions herein.

IN WITNESS WHEREOF, the parties below have executed this Agreement, and by doing so, acknowledge they have read this Agreement, understood its terms, and entered this Agreement in a knowing, intelligent, and voluntary manner.

CITY OF ISSAQUAH	CITY OF SNOQUALMIE
By:	By:
Its:	Its:
Date:	Date:
ATTEST:	ATTEST:
By:	By:
Its:	Its:
Date:	Date:

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By:	By:	
Its:	Its:	
Date:	Date:	

CITY OF SNOQUALMIE FIRE DEPARTMENT

QUARTERLY REPORT

PERFORMANCE FROM JULY - SEPT. 2024





ABOUT

THE SNOQUALMIE FIRE DEPARTMENT IS A DEDICATED GROUP OF COMMUNITY SERVANTS COMMITTED TO CONTINUOUS IMPORVEMENT AND EXCELLENCE.

The Snoqualmie Fire Department serves the residents and visitors to the City of Snoqualmie and surrounding area. The fire department responded to 1,572 incidents in 2023 from its centrally located fire station. The department is staffed with thirteen career firefighter/EMTs and twelve volunteer EMS responders.

The Department is one of nine accredited fire departments in the State of Washington, and the only volunteer / career fire department. Across the United States there are 319 accredited agencies that cover 13% of the US population. Only 1% of the Nation's fire departments are accredited. Snoqualmie applied for, and received, re-accreditation in August of 2024.



WORK PLAN

JULY - SEPT. 2024

This section tracks the progress on the Department's Work Plan. This section is derived from the Department's strategic plan and other Mayoral and Council priorities. The work plan is not a daily work tracker, rather it focuses on the highly important and overarching community driven goals. The work plan is a living document, but designed to accomplish goals in a strategic and efficient manner. The department is currently in the process of updating the strategic plan with a approval date from council scheduled for early 2025.

	Completed	In progress		neduled in Iture qtr.	Paused	
	GOA	AL.			STATUS	
Obj. 1A2: Identify and gain city council approval for new revenue stream(s)		fee	adopted Increased tr adopted GEMT progr 22			
Obj. 3A1: Support our community partners (schools, homeowners' associations, businesses and civic groups) by providing disaster/business continuity education, CPR/Ist Aid classes & fire safety/extinguisher training.			educatio	ng public health guid Ional classes for the co tarted 2nd quarter 20	ommunity	
Obj. 3B3: Increase sharing of resources, equipment and administration regionally		recruit a Shared s Establish with nei	a joint volunteer firef cademy with Fall City staffing program cont ned morning operatio ghboring agencies naring Knox keys with R	y. tinuation onal call		
Obj. 3B1: Improve interagency-interdisciplinary (Law Enforcement, Emergency Management, Private ambulance, Search & Rescue) radio communication interoperability		countyw for 4th q PSERN p by PSER	noving forward (new /ide digital radio syste tr 2022. project delayed until N project administra project Completed	em) Set mid 2023		

WORK PLAN

CONTINUED

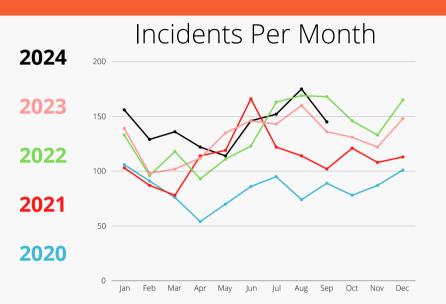
GOAL	STATUS
Obj. 2C1: Explore the feasibility, models and cost effectiveness of using part-time paid staffing	 Ongoing Requested funding in 2023-2024 budget. Was not included as decision package for final budget. Pushed to 2024
Obj 3C.1: Engage in local business "welcome Wagon" programs to provide intro to fire dept services and business training classes available.	Moved to 2024 Paused for new strategic plan update
Obj. 2A1: Create a fire development standard to provide builders and developers with specific fire protection guidance and requirements during the design phase.	Moved to 2024 Paused for new strategic plan update
Obj. 1C1: Secure additional staff for a dedicated full time basic life support (BLS) transport unit.	Created staffing plan and recommendations for 2025 3 additional FTE's were added into the 2025 budget to start Jan 2025.
Obj. 1C4: Obtain a light duty fire suppression rapid response vehicle.	Paused to focus on ladder truck and engine replacement.
Obj. 2B4: Explore development of a regional fire authority with willing local partners.	 Paused Multiple meetings with Fall City in previous years has not realized this goal. Little interest from Council to pursue at this time. Goal will be re-evaluated during next strategic plan period.

WORK PLAN

CONTINUED

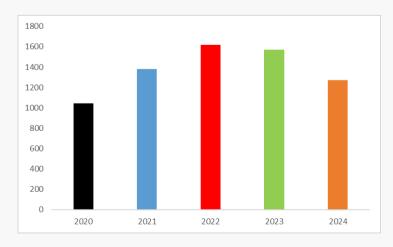
GOAL	STATUS
Obj: Hold a workshop with Public Safety Committee in 4th qtr 2023 to review objectives from previous strategic plan and provide recommendation for continuation of plan 2023- 2025	 Held discussion with PSC regarding need and plan late 2023 Follow up meeting scheduled for 2024 Shelved due to scheduling of department strategic plan in July 2024. Will be conducted by outside consultant. New strategic plan update schedule has final draft going to council December 9th.

JULY - SEPT. 2024

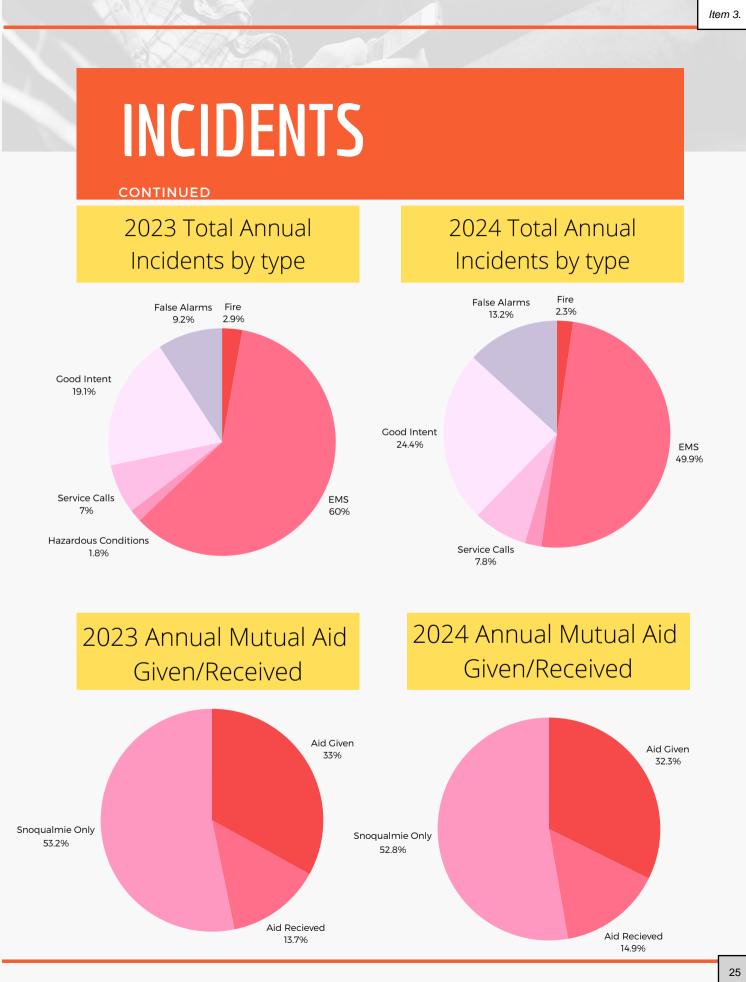


Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2020	106	91	76	54	70	86	95	74	89	78	87	101
2021	103	87	78	114	119	166	122	114	102	121	108	112
2022	133	96	118	93	111	123	163	169	168	146	133	165
2023	139	98	102	112	135	146	143	160	136	131	120	165
2024	158	131	135	122	114	140	152	175	145			

Incidents Per Year



2020	2021	2022	2023	2024
1044	1380	1611	1572	1272



INCIDENTS

CONTINUED

Mutual Aid Given

Department	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
Eastside Fire and Rescue	129	112	133		241
KCFD #27 Fall Clty	10	12	13		22
Other	0	1	1		1

Mutual Aid Received

Department	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
Eastside Fire and Rescue	48	37	41		85
KCFD #27 Fall City	25	18	12		43
Other	2	2	2		4
Large Incident (2 or more outside units)	10	1	4		11

INCIDENTS

CONTINUED

Transports by Snoqualmie

Area	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
Snoqualmie	69	58	59		186
Eastside Area	16	18	20		54
Fall Clty	0	0	0		0

Hospitals Transported To

Hospital	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
Snoqualmie Valley	40	35	41		116
Swedish Issaquah	39	33	29		101
Overlake	6	8	8		22
Other	ο	ο	1		1

PERFORMANCE MEASURES

JULY - SEPT 2024

The fire department tracks multiple performance measures to evaluate the agency's response to calls for service in our jurisdiction. These measures are compiled quarterly, and are compared to the previous year's data to look for trends and areas of improvement. Two of the performance measures that are evaluated are turnout times and travel times.

Turnout time is the time from when the call is received by the station to when the unit goes en-route. This time is influenced by factors such as location of personnel within the station, time of day, and whether the crew needs to don protective gear before responding.

Travel time is the amount of time it takes the unit to arrive on scene after leaving the station. This time is influenced by factors such as distance from the station, traffic patterns and weather conditions.

PERFORMANCE MEASURES

TURNOUT TIME

	APPARATUS TURNOUT TIMES 2024 WITHIN THE CITY												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0:0-0;29	21	9	8	12	6	12	12	19	26				125
0:30-0:59	20	21	14	18	17	17	21	35	24				187
1:00-1:29	41	27	32	23	26	33	23	26	30				261
1:30-1:59	16	14	8	4	13	9	5	15	5				89
2:00-2:59	6	7	3	0	2	2	1	4	1				26

90TH PERCENTILE (MM:SS)

Quarter	2022	2023	2024
lst Qtr	1:35	1:35	1:50
2nd Qtr	1:38	1:32	1:35
3rd Qtr	1:31	1:38	1:37
4th Qtr	1:32	1:44	

Year	Annual 90th percentile
2022	1:34
2023	1:35
2024	1:42

PERFORMANCE MEASURES

TRAVEL TIME

	APPARATUS TRAVEL TIMES 2024 WITHIN THE CITY													
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
	0:00-3:59	40	28	28	20	21	26	19	47	44				273
	4:00-7:59	49	33	25	30	35	36	36	33	29				306
	8:00-11:59	5	8	5	4	1	2	1	4	3				33
۱	12:00-15:59	ο	1	2	о	ο	1	1	3	0				8
	16:00- 29:59	2	0	0	1	0	0	ο	0	1				4

90TH PERCENTILE (MM:SS)

Quarter	2022	2023	2024
lst Qtr	7:20	7:23	8:21
2nd Qtr	6:42	8:16	7:08
3rd Qtr	7:58	7:36	7:08
4th Qtr	7:10	7:36	

Year	Annual 90th percentile
2022	7:26
2023	7:34
2024	7:28

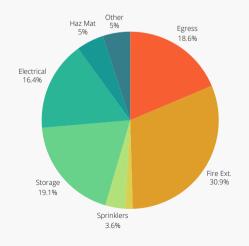
FIRE INSPECTIONS

JULY - SEPT 2024

Beginning in 2017 the fire department began performing the majority of the fire and life safety inspections for businesses in the city. The building department has the overall responsibility and handles the more complex inspections, but the two departments work together to complete inspections as well as provide advice and resources for discrepancies found. Occupancies are inspected on a rotating 3-year basis, based upon risk and occupancy type. High risk occupancies get inspected annually, moderate risk occupancies on a biennial cycle, and low-risk every three years. The most common violations found are extension cords being used improperly, faulty emergency lighting, and extinguishers missing or improperly maintained. Inspections are assigned to the crews quarterly, with each shift being responsible for the initial and re-inspections.

INSPECTIONS COMPLETED						
1st Qtr	2nd Qtr	3rd qtr	4th qtr	Year to Date		
63	69	57		132		





Violation Definitions

Egress - Egress blocked or not marked Fire Extinguishers - out of date, not enough, not right type Alarms - alarm system not inspected annually Sprinklers - sprinkler system not inspected annually Storage - improper storage, too close to ceiling or panel Electrical - extension cords used for permanent wiring HazMat - Improper storage Other- Violation not normally seen

PROPERTY LOST / SAVED

JULY - SEPT 2024

For reporting purposes, fire loss is broken into two categories: property and contents. Property describes physical properties such as cars, house, etc. Contents describe items that are not part of the structure but perish in the incident. Both categories are combined together to determine total property loss, and more importantly, total property saved.

2024 3rd Quarter Fire Loss

Incident Date	Fire Type	Property Value	Property Loss	Content value	Content Loss
n/a	n/a	0	0	0	Ο
Totals	n/a	n/a	n/a	n/a	n/a

2024 Annual Property Saved

Property Risked	Property Saved	Percentage Saved
\$1,474,700	\$86,300	6%



P.O. Box 987, Snoqualmie, Washington 98065 (425) 888-1555 | <u>www.snoqualmiewa.gov</u>

2025 Legislative Priorities

Community Center Expansion: Requesting \$5M in state funding:

To help expand Snoqualmie's Community Center and add a swimming pool. This will address over-capacity issues at our community center, provide an opportunity for all children in our city the chance to learn to swim, so they will be safe when recreating in our rivers, and provide health and wellness, senior, youth, and aquatics programs.

Affordable housing:

Expand REET authority for state and locals (HB 1628) to fund affordable housing.

Public Safety:

- Police and Fire Personnel: Additional funding tools and resources to support recruitment and retention, including but not limited to updating the Public Safety Sales Tax to allow an option to implement by councilmanic authority and providing greater flexibility on use of the funds. Funding tools to assist small municipalities recruit and retain.
- Juvenile Access Law: Fix ESHB 1140: Positive intervention by addressing the juvenile access law. Need to provide more thought about when youth require lawyers to be present, otherwise it becomes mandatory to put them in the system.
- Police Pursuit: Further expand crimes eligible for pursuit to include auto theft and some property crimes.
- Opioid Settlement Disbursements and underlying drug issues and resources to support communities.
- Traffic Safety. Additional grant funding for school safety and traffic calming measures along Hwy 202.

I-90 and Hwy 18 interchange:

Ensure preservation of prior legislative appropriations funding for the Snoqualmie Parkway and SR 18.

- Concern that if the state or federal gas tax is suspended or reduced, it may delay the start of these projects (interchange and highway widening);
- We desire to have communities most impacted by construction involved in an advisory committee, fostering greater public dialogue and support.

Snoqualmie Parkway Jurisdiction Transfer:

Ensure alignment of utilization of infrastructure with taxing jurisdiction. The parkway is a transportation system connector between Highway 18 and State Route 202. The majority of its utilization is though reginal commercial trucks. In order to align usage with revenue source most the parkway should be transferred to state control and maintenance.

Property Tax Cap:

Revise the property tax cap to tie it to inflation, up to 3%, and population growth factors, so that local elected officials can adjust the local property tax rate to better serve their communities. The current 1% cap has created a structural deficit in the city revenue and expenditure model, resulting in a reliance on regressive revenues and artificially restricting the use of property taxes to fund community needs.