



PUBLIC SAFETY COMMITTEE MEETING

Tuesday, January 20, 2026, at 5:00 PM

Snoqualmie City Hall, 38624 SE River Street & Zoom

COMMITTEE MEMBERS

Chair: Rob Wotton

Councilmembers: Catherine Cotton and Bryan Holloway

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.

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.
- 3) If prompted for Webinar ID, enter **836 4577 2692**; Enter Password **1700040121**

CALL TO ORDER & ROLL CALL

AGENDA APPROVAL

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

MINUTES

1. Approval of the minutes dated December 1, 2025.

AGENDA BILLS

2. **AB25-127:** Independent Force Investigation Team - King County (IFIT-KC)
3. **AB26-001:** Sunnyside Interlocal Agreement Addendum

DISCUSSION

ITEMS FOR FUTURE DISCUSSION

ADJOURNMENT



PUBLIC SAFETY COMMITTEE MEETING MINUTES

DECEMBER 1, 2025

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, Cara Christensen, and Catherine Cotton were present.

Mayor Katherine Ross was also present.

City Staff:

Mike Chambliss, City Administrator; Dena Burke, City Attorney; Gary Horejsi, Interim Police Chief; Mike Bailey, Fire Chief; Deana Dean, City Clerk; Robert Thrall, Legal Assistant; Dan Moate, Police Sergeant; Melinda Black, Police Administrative Coordinator; Drew Bauta, Finance Director; and Andrew Jongekryg, IT Support.

AGENDA APPROVAL – The agenda was approved as amended, hearing item #3 before item #2.

PUBLIC COMMENTS – There were no public comments.

MINUTES – The minutes dated November 17, 2025, were approved as presented.

AGENDA BILLS – OUT OF ORDER

3. **AB25-122:** Resolution Adopting New Indigent Defense Standards. Introduction by Interim Police Chief Gary Horejsi. Committee questions followed. Additional information provided by Administrative Coordinator Black and City Attorney Burke. This item is approved to move forward at the December 8, 2025, City Council meeting on the non-consent agenda.
2. **AB25-123:** Indigent Defense Contract with Valley Defenders PLLC. Introduction by Interim Chief Horejsi. Committee questions and comments followed. Additional information provided by City Attorney Burke and Finance Director Bauta. This item is approved to move forward at the December 8, 2025, City Council meeting on the non-consent agenda.

DISCUSSION

4. Behavioral Health Specialist Discussion. Presentation by Interim Chief Horejsi and covered crisis intervention training requirements, crisis intervention calls for service for 2023-2025, estimated position costs, and funding strategies. Committee questions and comments followed. Additional information provided by Finance Director Bauta.

ITEMS FOR FUTURE DISCUSSION

ADJOURNMENT - The meeting was adjourned at 5:57 pm.

Minutes prepared 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.

Council Agenda Bill

AB Number

AB25-127

Agenda Bill Information

Title*

Independent Force Investigation Team – King County (IFIT-KC)

Action*

Motion

Council Agenda Section

Committee Report

Council Meeting Date*

01/26/2026

Staff Member

Gary Horejsi

Department*

Police

Committee

Public Safety

Committee Date

01/20/2026

Exhibits

Packet Attachments - if any

[King County IFIT Use of Force Team - SIGNED.pdf](#) 

196.73KB

[FINAL IFIT ILA MODIFICATION 2025-12-03.pdf](#) 

132.52KB

[DRAFT FINAL IFIT ILA MODIFICATION 2025-12-03.docx](#)

28.58KB

[Resolution IFIT ILA.docx](#)

23.19KB

Click [here](#) to review attachments.

Summary

Introduction*

Brief summary.

The City of Snoqualmie and other east King County agencies have an interlocal agreement to conduct Independent Force Investigations with - King County (IFIT-KC). An addendum to the agreement is being proposed to allow the City of Seattle (Seattle PD) to join IFIT-KC.

Proposed Motion

Move to authorize the Mayor to sign the proposed amended agreement allowing the City of Seattle to join King County - IFIT.

Background/Overview*

What was done (legislative history, previous actions, ability to hyperlink)

In March of 2021 the City of Snoqualmie entered into an agreement with the following entities for independent force investigations:

Washington State Patrol, King County Sheriff's Office, Bellevue PD, Duvall PD, Kirkland PD, Clyde Hill PD, Issaquah PD, Lake Forest Park PD, Medina PD, Mercer Island PD, Redmond PD, Snoqualmie/North Bend PD and University of Washington Police Department.

RCW 10.114.011 requires that if deadly force by a peace officer results in death, great bodily harm, or substantial bodily harm, an independent investigation must be completed to inform any determination of whether the use of deadly force met the good faith standard established in RCW 9A.16.040 and satisfied other applicable laws and policies. It requires that such investigation be carried out completely independent of the agency whose officer was involved in the use of deadly force.

In July of 2025 the Seattle Police Department was released by the Department of Justice from a Consent Decree that had superseded the state requirement and so is now required to meet the above RCW requirements and join an independent investigative team. Seattle PD arranged for a temporary arranger with the King County Sheriff's Offices while they met with the IFIT-KC Chief's about the future of joining. The King County Sheriff's Office is a current member of both IFIT-KC and VIIT. IFIT includes all cities along Interstate 90 and north in King County. VIIT includes the cities south of Interstate 90. Item 2.

The City of Seattle seeks to join as a party in the agreement, adding the Seattle Police Department (SPD) as a Member Agency, subject to all the terms and conditions of the Agreement and its subsequent modifications.

The Seattle Police Department began meeting with the current Chiefs of IFIT-KC to discuss the department's needs and the contributions Seattle PD could provide. Based on statutory requirements, Seattle PD anticipates four to six investigations per year. This addition would increase IFIT-KC's annual caseload from approximately four investigations to an estimated eight to ten.

The current IFIT-KC Chiefs have conducted monthly meetings and are satisfied that the Seattle PD's commitment to providing additional resources, including detectives, specialized equipment, and extensive investigative expertise, are adequate to offset the increased workload, and that the provision of these resources is expected to maintain current caseload levels for individual investigators.

Each member city of IFIT-KC intends to assign at least one investigator to the investigative teams, with larger agencies contributing additional personnel as needed to manage increased case volume. The amount of time spent on investigations varies from case to case. The estimated hours for an IFIT-KC case can be anywhere from 10 to 40 hours depending on their assignment. Each case has multiple investigators to lessen the workload for each officer and divided up among members based on the calls throughout the year so no one person or agency is overly burdened.

The City of Snoqualmie has also requested the removal of North Bend from "Snoqualmie/North Bend PD" for the purpose of this addendum. All City of Snoqualmie police officers will continue to be covered under this amendment in North Bend during our contractual agreement for police services through its conclusion on March 31, 2026.

The first modification of this agreement was a work draft version for each law enforcement entity to review. The final draft for approvals by each government entity is what is listed as the second modification.

Analysis*

Bringing Seattle into this agreement is expected to be fully offset by the additional resources they will commit, and it resolves the policing contract change between Snoqualmie and North Bend.

Budgetary Status*

This action has no budgetary implications.

Budget Summary

The work required under the IFIT-KC ILA is estimated to be 20 to 80 hours annually which the Police Department can accommodate within its existing capacity. This action is not expected to create any additional cost to the City.

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY OF SNOQUALMIE, WASHINGTON, - ADOPTING AMMENDMENT TO THE INTERLOCAL COOPERATIVE AGREEMENT TO PROVIDE LAW ENFORMCEMENT MUTUAL AID BETWEEN WASHINGTON STATE PATROL, KING COUNTY SHERIFF'S OFFICE, UNIVERSITY OF WASHINGTON, AND THE CITIES OF BELLEVUE, CLYDE HILL, DUVALL, KIRKLAND, ISSAQAH, LAKE FOREST PARK, MEDINA, MERCER ISLAND, REDMOND, SNOQUALMIE AND SEATTLE.

WHEREAS, the authority of the cooperating agencies entering into the Agreement is that authority provided by Washington law including, and subject to, the general powers of the Parties, the Washington Interlocal Cooperation Act as codified in Chapter 39.34 RCW, and the Washington Mutual Aid Peace Officers Powers Act as codified in Chapter 10.93 RCW; and,

WHEREAS, RCW 10.114.011 requires that if deadly force by a peace officer results in death, great bodily harm, or substantial bodily harm, an independent investigation must be completed to inform any determination of whether the use of deadly force met the good faith standard established in RCW 9A.16.040 and satisfied other applicable laws and policies; and

WHEREAS, RCW 10.114.011 requires that such investigation be carried out completely independent of the agency whose officer was involved in the use of deadly force; and

WHEREAS, the Washington State Criminal Justice Training Commission (CJTC) adopted and established criteria to determine what qualifies as an independent investigation (WAC Chapter 139-12, the Law Enforcement Training and Community Safety Act – Independent Investigations Criteria).

WHEREAS, the City of Snoqualmie entered into the interlocal cooperative agreement on March 3, 2021; and,

WHEREAS, the City of Seattle also seeks to join as a Party in the Agreement, adding the Seattle Police Department (SPD) as a Member Agency, subject to all the terms and conditions of the Agreement and its subsequent modifications; and,

NOW, THEREFORE, BE IT RESOLVED: by the City Council of the City of Snoqualmie, Washington, as follows:

Section 1. Adopt Amendment to the interlocal cooperative agreement to provide law enforcement mutual aid between Washington State Patrol, King County Sheriff's Office, University of Wahington, and the Cities of Bellevue, Clyde Hill, Duvall, Kirkland, Issaquah, Lake Forest Park, Medina, Mercer Island, Redmond, Snoqualmie and Seattle.

Section 2. Effective Date. The resolution shall be affective immediately upon adoption.

Section 3. Corrections by the City Clerk. Upon approval of the City Attorney, the City Clerk is authorized to make necessary corrections to this resolution, including the correction of clerical errors, references to other local, state or federal laws, codes, rules, or regulations, or resolution numbering and section/subsection numbering.

PASSED by the City Council of the City of Snoqualmie, Washington, this ____ day of _____ 2026.

James Mayhew, Mayor

Attest:

Deana Dean, City Clerk

**SECOND MODIFICATION TO
THE INTERLOCAL COOPERATIVE AGREEMENT TO PROVIDE LAW ENFORCEMENT
MUTUAL AID BETWEEN THE WASHINGTON STATE PATROL, KING COUNTY SHERIFF'S
OFFICE, UNIVERSITY OF WASHINGTON, AND THE CITIES OF BELLEVUE, CLYDE HILL,
DUVALL, KIRKLAND, ISSAQAH, LAKE FOREST PARK, MEDINA, MERCER ISLAND,
REDMOND, AND SNOQUALMIE FOR THE CREATION OF THE
INDEPENDENT FORCE INVESTIGATION TEAM – KING COUNTY (IFIT-KC)**

I. RECITALS

WHEREAS, the following agencies entered into an INTERLOCAL AGREEMENT, as amended, ("Agreement") to provide law enforcement mutual aid and mobilization between the Parties for incidents described more fully in the Agreement:

- Washington State Patrol;
- King County Sheriff's Office;
- Bellevue PD;
- Duvall PD;
- Kirkland PD;
- Clyde Hill PD;
- Issaquah PD;
- Lake Forest Park PD;
- Medina PD;
- Mercer Island PD;
- Redmond PD;
- Snoqualmie PD;
- University of Washington Police Department AND

WHEREAS, the authority of the cooperating agencies entering into the Agreement is that authority provided by Washington law including, and subject to, the general powers of the Parties, the Washington Interlocal Cooperation Act as codified in Chapter 39.34 RCW, and the Washington Mutual Aid Peace Officers Powers Act as codified in Chapter 10.93 RCW; and

WHEREAS, the City of Seattle also seeks to join as a Party in the Agreement, adding the Seattle Police Department (SPD) as a Member Agency, subject to all the terms and conditions of the Agreement and its subsequent modifications; and

WHEREAS, paragraph 8 of the Agreement provides for modification, so long as the modification is approved, in writing, by all parties to the Agreement;

NOW THEREFORE, in consideration of the terms and provisions herein, it is agreed between the Parties that the Agreement shall be modified as follows:

II. ADDITION OF A PARTY TO THE AGREEMENT

The Seattle Police Department (SPD) shall be added as a member agency of the Independent Force Investigation Team- King County (IFIT-KC) and shall be included along with other member agencies when collectively referenced as the "Parties" or "Member Agencies" in the Agreement.

The City of Seattle, by signing below, affirms that it has reviewed and agrees to comply with all terms of the Agreement, including written Modifications to the Agreement.

III. MODIFICATION OF THE AGREEMENT

(A) A new subsection (f) will be added to Section II, paragraph 4 of the Agreement:

f. Upon request, IFIT-KC will provide independent investigative services to a member agency that requests assistance under this Agreement for the purpose of investigating any incident involving use of deadly force by a member agency officer against or upon a person who is in-custody, as defined by RCW 43.102.010, in a jail operated by a member agency. IFIT-KC shall render those independent investigative services consistent with the IFIT-KC Protocol, the requirements of RCW 70.48.510, and the purposes of this Agreement.

(B) Section II, paragraph 4 (b) of the agreement shall be modified as follows:

IFIT-KC will only provide independent investigative services required by RCW 10.114.011 to any member agency that requests assistance under this Agreement. IFIT-KC shall render those independent investigative services consistent with the IFIT-KC Protocol, purposes of this Agreement, and Chapter 139-12 WAC.

(C) Section II paragraph 4 (d) of the agreement shall be modified as follows:

Member agencies acknowledge that some member agencies may be required to provide limited access outside the immediate crime scene to an independent oversight agency/committee. An involved agency is responsible for communicating expectations with their oversight agency, which includes restricting access to the crime scene prior to IFIT-KC arrival. Once control of the incident scene is transferred over to IFIT-KC, the incident control, security, and access into the crime scene will be managed consistently with the IFIT-KC protocols.

(D) No other terms of the Agreement, excepted as stated herein, are modified.

Consistent with the Agreement, this modification may be signed in counterparts and, if so signed, shall be deemed one integrated agreement.

This Second Modification to the Agreement shall become effective on the date it is signed by the City of Seattle and one more member agency, and it shall become effective for a subsequently signing member on the date it is signed by the member.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Modification as of the latest day and year written below.

CITY OF BELLEVUE

Name: _____

Title: _____

Date: _____

Attest: _____
City Clerk

Approved as to Form: _____

City Attorney

CITY OF DUVALL

Name: _____

Title: _____

Date: _____

Attest: _____
City Clerk

Approved as to Form: _____

City Attorney

CITY OF KIRKLAND

Name: _____

Title: _____

Date: _____

Attest: _____
City Clerk

Approved as to Form: _____

City Attorney

CITY OF CLYDE HILL

Name: _____

Title: _____

Date: _____

Attest: _____
City Clerk

Approved as to Form: _____

City Attorney

CITY OF MEDINA

Name: _____

Title: _____

Date: _____

Attest: _____
City Clerk

Approved as to Form: _____

City Attorney

CITY OF MERCER ISLAND

Name: _____

Title: _____

Date: _____

Attest: _____
City Clerk

Approved as to Form: _____

City Attorney

CITY OF REDMOND

Name: _____

Title: _____

Date: _____

Attest:
City Clerk

Approved as to Form: _____

City Attorney

WASHINGTON STATE PATROL

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Title: _____

Date: _____

Attest:
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UNIVERSITY OF WASHINGTON

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City Attorney

CITY OF SNOQUALMIE

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City Attorney

KING COUNTY SHERIFFS OFFICE

Name: _____

Title: _____

Date: _____

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City Attorney

CITY OF ISSAQAH

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CITY OF LAKE FOREST PARK

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CITY OF SEATTLE

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Attest:

City Clerk

Approved as to Form:

City Attorney

**SECOND MODIFICATION TO
THE INTERLOCAL COOPERATIVE AGREEMENT TO PROVIDE LAW ENFORCEMENT
MUTUAL AID BETWEEN THE WASHINGTON STATE PATROL, KING COUNTY SHERIFF'S
OFFICE, UNIVERSITY OF WASHINGTON, AND THE CITIES OF BELLEVUE, CLYDE HILL,
DUVALL, KIRKLAND, ISSAQAH, LAKE FOREST PARK, MEDINA, MERCER ISLAND,
REDMOND, AND SNOQUALMIE FOR THE CREATION OF THE
INDEPENDENT FORCE INVESTIGATION TEAM – KING COUNTY (IFIT-KC)**

I. RECITALS

WHEREAS, the following agencies entered into an INTERLOCAL AGREEMENT, as amended, (“Agreement”) to provide law enforcement mutual aid and mobilization between the Parties for incidents described more fully in the Agreement:

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- Clyde Hill PD;
- Issaquah PD;
- Lake Forest Park PD;
- Medina PD;
- Mercer Island PD;
- Redmond PD;
- Snoqualmie PD;
- University of Washington Police Department AND

WHEREAS, the authority of the cooperating agencies entering into the Agreement is that authority provided by Washington law including, and subject to, the general powers of the Parties, the Washington Interlocal Cooperation Act as codified in Chapter 39.34 RCW, and the Washington Mutual Aid Peace Officers Powers Act as codified in Chapter 10.93 RCW; and

WHEREAS, the City of Seattle also seeks to join as a Party in the Agreement, adding the Seattle Police Department (SPD) as a Member Agency, subject to all the terms and conditions of the Agreement and its subsequent modifications; and

WHEREAS, paragraph 8 of the Agreement provides for modification, so long as the modification is approved, in writing, by all parties to the Agreement;

NOW THEREFORE, in consideration of the terms and provisions herein, it is agreed between the Parties that the Agreement shall be modified as follows:

II. ADDITION OF A PARTY TO THE AGREEMENT

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- (B) Section II, paragraph 4 (b) of the agreement shall be modified as follows:

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- (D) No other terms of the Agreement, excepted as stated herein, are modified.

Consistent with the Agreement, this modification may be signed in counterparts and, if so signed, shall be deemed one integrated agreement.

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Date: _____

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City Clerk

Approved as to Form: _____

City Attorney _____

CITY OF DUVALL

Name: _____

Title: _____

Date: _____

Attest: _____
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Approved as to Form: _____

City Attorney _____

CITY OF KIRKLAND

Name: _____

Title: _____

Date: _____

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City Attorney _____

CITY OF CLYDE HILL

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CITY OF MEDINA

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Title: _____

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UNIVERSITY OF WASHINGTON

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Date: _____

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City Clerk

Approved as to Form: _____

City Attorney _____

CITY OF LAKE FOREST PARK

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF SEATTLE

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

**INTERLOCAL COOPERATIVE AGREEMENT TO PROVIDE LAW ENFORCEMENT MUTUAL
AID BETWEEN THE WASHINGTON STATE PATROL, KING COUNTY SHERIFF'S OFFICE,
UNIVERSITY OF WASHINGTON, AND THE CITIES OF BELLEVUE, CLYDE HILL, DUVALL,
KIRKLAND, ISSAQAH, LAKE FOREST PARK, MEDINA, MERCER ISLAND, REDMOND,
AND SNOQUALMIE/NORTH BEND FOR THE CREATION OF THE
INDEPENDENT FORCE INVESTIGATION TEAM – KING COUNTY (IFIT-KC)**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and between the undersigned municipal corporations or towns organized or created under the laws of the State of Washington, the Washington State Patrol, University of Washington, and King County, collectively referred hereinafter as the “Parties” to provide law enforcement mutual aid and mobilization between the Parties. The “member agencies” of this Agreement are the following Law Enforcement Agencies:

- Washington State Patrol;
- King County Sheriff’s Office;
- Bellevue PD;
- Duvall PD;
- Kirkland PD;
- Clyde Hill PD;
- Issaquah PD;
- Lake Forest Park PD;
- Medina PD;
- Mercer Island PD;
- Redmond PD;
- Snoqualmie/North Bend PD; and
- University of Washington Police Department.

I. RECITALS

WHEREAS, the authority of the cooperating agencies entering into this Agreement is that authority provided by Washington law including, and subject to, the general powers of the Parties, the Washington Interlocal Cooperation Act as codified in Chapter 39.34 RCW, and the Washington Mutual Peace Officers Powers Act as codified in Chapter 10.93 RCW; and

WHEREAS, RCW 10.114.011 requires that if deadly force by a peace officer results in death, great bodily harm, or substantial bodily harm, an independent investigation must be completed to inform any determination of whether the use of deadly force met the good faith standard established in RCW 9A.16.040 and satisfied other applicable laws and policies; and

WHEREAS, RCW 10.114.011 requires that such investigation be carried out completely independent of the agency whose officer was involved in the use of deadly force; and

WHEREAS, the Washington State Criminal Justice Training Commission (CJTC) adopted and established criteria to determine what qualifies as an independent investigation (WAC Chapter 139-12, the Law Enforcement Training and Community Safety Act – Independent Investigations Criteria).

NOW THEREFORE, in consideration of the terms and provisions herein, it is agreed between the Parties as follows:

II. AGREEMENT

1. **PURPOSE OF THE AGREEMENT.** The Parties signing below recognize the need to establish a regional independent investigative team in King County and a protocol for satisfying the independent investigation requirements of state law. The Parties seek to form a regional independent force investigation team, available for the purpose of conducting the criminal investigation into an officer involved shooting or use of deadly force by an officer or officers of an agency that is a member of the Independent Force Investigation Team of King County (IFIT-KC).
2. **DEFINITIONS.** For the purposes of this Agreement, the terms “deadly force,” “great bodily harm,” and “substantial bodily harm” are given the same meaning as defined in RCW 9A.16.010 and RCW 9A.04.110.
3. **ADMINISTRATION.**

The IFIT-KC governing body is the “Executive Board.” The Executive Board is comprised of the member agency Police Chiefs and Sheriff, with each agency providing one Board member on behalf of its organization. The Executive Board elects their Board Chair. The IFIT-KC Executive Board is authorized to draft, implement and amend policies and procedures consistent with the purposes of this Agreement and Chapter 139-12 WAC. Such policies and procedures will be known as the “Independent Force Investigations Team – King County Protocol and Guidelines” (“IFIT-KC Protocol”).

4. **MUTUAL AID AND LAW ENFORCEMENT SERVICES.** Each party will, to the best of its ability and as resources allow, furnish employees to work as part of IFIT-KC. The Parties agree to the following:

- a. Consistent with RCW 10.114.011, when a member agency engages in conduct resulting in the use of deadly force by a peace officer resulting in death, substantial bodily harm, or great bodily harm, it shall contact the IFIT-KC to seek an independent investigation to inform any determination of whether the use of deadly force met the good faith standard established in RCW 9A.16.040 and satisfied other applicable laws and policies.
- b. IFIT-KC will provide independent investigative services to any member agency that requests assistance under this Agreement. IFIT-KC shall render those independent investigative services consistent with the IFIT-KC Protocol, purposes of this Agreement, and Chapter 139-12 WAC.
- c. In order to maintain independence, no person employed by the agency which used deadly force (“Involved Agency”) may participate in the investigation of the use of deadly force, except as where allowed by the independent investigation protocols laid out in Chapter 139-12 WAC and the IFIT-KC Protocol.
- d. Member agencies acknowledge that some member agencies may be required to provide some level of access at the scene to an independent oversight agency/committee. Member agencies with an oversight agency/committee shall prepare a list of practices and protocols, which will be made available to the commander of IFIT-KC as soon as practical.

- e. The Parties expressly recognize that compelled statements by involved officers implicate certain legal rights under *Garrity v. New Jersey*, 385 U.S. 493 (1967). The parties agree that a statement by an involved officer may only be compelled by the officer's employing agency pursuant to that agency's policies and procedures. At no point during the investigation will a compelled statement, or information flowing directly therefrom, be disclosed to the IFIT-KC independent investigators or otherwise to the IFIT-KC. The Parties further recognize that the rights against self-incrimination established under *Garrity* do not extend to the observations of officers who witnessed, but were not involved in, a use of force incident. Accordingly, the restrictions set forth above do not extend to officers other than those using force.

5. **INDEPENDENT CONTRACTOR; EMPLOYEE RESPONSIBILITY; PAYMENT.** Investigators provided by Parties shall meet the criterion established by the IFIT-KC Protocol and in compliance with WAC 139-12-030. Each member's employees shall be considered employees of their employing agency while participating in the investigation into the use of force. The member agencies shall be solely and exclusively responsible for the compensation and benefits for their employee(s) assigned to IFIT-KC. Each member agency shall generally be responsible for all costs of its participation, including overtime and/or back-fill requirements. All rights, duties, and obligations of the employer and employee shall remain with the party for which the employee works. Each member agency agrees to provide sufficient equipment needed by its participating employees to conduct a thorough investigation. Each party shall be responsible for ensuring compliance with all applicable laws with regard to its employees and with provisions of any applicable collective bargaining agreements and civil service regulations.

III. GENERAL PROVISIONS

1. INDEMNITY AND HOLD HARMLESS.

- a. Subject to Paragraph b below, each party to this Agreement agrees to indemnify and hold harmless the other member agencies and their elected officials, officers, employees, from any loss, claim, judgment, settlement of liability, including costs and attorneys' fees, arising out of and to the extent caused by the negligent acts or omissions of the indemnifying party. By mutual negotiation, each party hereby waives, as respects to IFIT-KC and 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 attorneys' fees to enforce the provisions of this Section, all such fees. Expenses and costs shall be recoverable from the indemnifying party.
- b. Nothing herein shall require or be interpreted to cover or require indemnification or payment of any judgment against any individual or member agency/Party for intentionally wrongful conduct of any individual or for any judgment for punitive damages against any individual or member agency/Party. Payment of punitive damage awards shall be the sole responsibility of the individual who said judgment is rendered and/or his or her employer, should that employer elect to make said payment voluntarily and consistent with the requirements of Washington law.

- c. Each member agency shall be responsible for selecting and retaining legal counsel for itself and or any employee of that agency which is named in a lawsuit alleging liability arising out of the operations of IFIT-KC. Each agency retaining counsel shall be responsible for payment of attorney's fees and costs incurred by that counsel. Should there be an agreement to share the costs of legal counsel, in lieu of the provisions above, such agreement shall be in writing.

2. **COUNTERPARTS.** This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated agreement.
3. **MERGER AND ENTIRE AGREEMENT.** This Agreement merges and supersedes all prior negotiations, representations, and/or agreements between the Parties relating to the subject matter of this Agreement and to independent investigative services for law enforcement-involved deadly uses of force, and it constitutes the entire contract between the Parties.
4. **NO THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.
5. **SEVERABILITY.** If any part, paragraph, section, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such adjudication shall not affect the validity of any remaining section, part, or provision of this Agreement.
6. **TERM OF AGREEMENT AND TERMINATION.** This Agreement shall be effective on the date it is signed by two or more members and it shall become effective for a subsequently signing member on the date it is signed by the member. It shall remain effective until December 31, 2021, regardless of the date of execution, and shall be automatically renewed on the last day of December of each successive year for an additional one (1) year period. Additionally, any party may withdraw from this Agreement for any reason by providing written notice to each member agency of such withdrawal specifying the effective date thereof at least thirty (30) days prior to such date. The withdrawal of any party does not result in the dissolution of IFIT-KC, but rather the withdrawing party shall, after the effective date of the withdrawal, no longer be considered a party under this Agreement. This Agreement may be terminated, and the IFIT-KC dissolved at any time by unanimous agreement of the Executive Board.
7. **MODIFICATIONS.** The provisions of this Agreement may only be modified, amended, or supplemented by written agreement executed by all the Parties hereto.
8. **AGENCY CONTACTS**

Contact between the Parties regarding Agreement administration will be between the representatives of each Party or their designee at the time of this Agreement. Updates to the IFIT-KC Agency Contact list shall be maintained by the Executive Board after execution of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement through their duly authorized officers as of the day and year written below for each.

CITY OF BELLEVUE

Name: _____

Title: _____

Date: _____

Attest: _____

City Clerk _____

Approved as to Form: _____

City Attorney _____

CITY OF KIRKLAND

Name: _____

Title: _____

Date: _____

Attest: _____

City Clerk _____

Approved as to Form: _____

City Attorney _____

CITY OF MEDINA

Name: _____

Title: _____

Date: _____

Attest: _____

City Clerk _____

Approved as to Form: _____

City Attorney _____

CITY OF DUVALL

Name: _____

Title: _____

Date: _____

Attest: _____

City Clerk _____

Approved as to Form: _____

City Attorney _____

CITY OF CLYDE HILL

Name: _____

Title: _____

Date: _____

Attest: _____

City Clerk _____

Approved as to Form: _____

City Attorney _____

CITY OF MERCER ISLAND

Name: _____

Title: _____

Date: _____

Attest: _____

City Clerk _____

Approved as to Form: _____

City Attorney _____

CITY OF REDMOND

Name: _____

Title: _____

Date: _____

Attest: _____

City Clerk _____

Approved as to Form: _____

City Attorney _____

WASHINGTON STATE PATROL

Name: _____

Title: _____

Date: _____

Attest: _____

Clerk _____

Approved as to Form: _____

Attorney _____

UNIVERSITY OF WASHINGTON

Name: _____

Title: _____

Date: _____

Attest: _____

Clerk _____

Approved as to Form: _____

Attorney _____

CITY OF SNOQUALMIE*Rick Rudometkin*
Rick Rudometkin _____

Name: _____

Title: City Administrator _____

Date: 3/3/2021 _____

Attest: _____

City Clerk *Jodi Warren* _____

Approved as to Form: _____

Bob C. St. Banks
City Attorney _____**KING COUNTY SHERIFF'S OFFICE**

Name: _____

Title: _____

Date: _____

Attest: _____

Clerk _____

Approved as to Form: _____

Attorney _____

CITY OF ISSAQAH

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF LAKE FOREST PARK

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

Council Agenda Bill

AB Number

AB26-001

Agenda Bill Information

Title*

City of Sunnyside Interlocal Agreement

Action*

Motion

Council Agenda Section

Committee Report

Council Meeting Date*

01/26/2026

Staff Member

Gary Horejsi

Department*

Police

Committee

Public Safety

Committee Date

01/20/2026

Exhibits

Packet Attachments - if any

[Sunnyside.Snoqualmie 2025-01-01 Snoqonly.pdf](#) 

799.28KB

[Sunnyside Addendum.pdf](#) 

74.5KB

[Resolution Sunnyside Addendum.docx](#)

22.38KB

Click [here](#) to review attachments.

Summary

Introduction*

Brief summary.

The City of Sunnyside provides housing of inmates to the City of Snoqualmie under a jail services contract that includes rates through 2025. They have now provided 2026 rates in a proposed addendum to the contract.

Proposed Motion

Move to authorize the approval and signing of the 2026 rate addendum to the interlocal agreement with the City of Sunnyside for jail services.

Background/Overview*

What was done (legislative history, previous actions, ability to hyperlink)

Jails throughout the state have seen an increase in operating expenses including insurance premiums, medical services, and daily operating cost. The City of Snoqualmie utilizes the City of Sunnyside Jail for long-term post-sentencing confinements (i.e., sentences greater than 30 days). The City of Sunnyside, acting through Sunnyside Correctional staff, provides weekly transportation from the Issaquah Jail or South Correction Entity ("SCORE") at no extra cost to the City Snoqualmie. This ILA may be terminated at any time by the City of Snoqualmie or the City of Sunnyside. The current rates for confinement at the Sunnyside Jail facility are:

Rate in 2025

- Non-guaranteed rate: \$68.99

- Non-guaranteed rate: \$76.59

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	\$20.00	\$150.00	
No			
King County	\$293.28	\$273.39	Yes
SCORE	\$65.00	\$204.97	Yes

Analysis *

Jail services provided by the City of Sunnyside have been satisfactory and their 2026 rates continue to be competitive with other providers.

Budgetary Status *

Funds have already been authorized in the current biennial budget.

Budget Summary

The 2025-26 Amended Biennial Budget appropriates \$827,000 for jail services. Currently, \$406,771 has been spent on these services, leaving \$420,229 available for 2026. If the City continues to use jail services at the same level as was used in 2025, and factoring in the rate increases proposed in the current Sunnyside ILA and other approved ILAs (See AB125-075 for the SCORE ILA and AB124-125 for the Issaquah ILA), the total cost during the 2025-26 Biennium is anticipated to fall within the budgeted amount of \$827,000.

Fiscal Impact

Amount of Expenditure	Amount Budgeted	Appropriation Requested
	\$827,000.00	\$0.00

Fiscal Impact

Screenshot below is an image of the budget summary table.

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY OF SNOQUALMIE, WASHINGTON, ADOPTING AMMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUNNYSIDE, WASHINGTON AND THE CITY OF SNOQUALMIE, WASHINGTON, FOR THE HOUSING OF INMATES ADDENDUM

WHEREAS, the City of Snoqualmie has contracted jail services with the City of Sunnyside since 2023; and,

WHEREAS, on March 17, 2025, the City of Snoqualmie approved the Sunnyside Jail Interlocal Agreement Renewal to continue jail services for long term commitments (30 days or more) with a termination of December 31, 2025; and,

WHEREAS, the City of Snoqualmie received an addendum to the current Interlocal Agreement on December 8, 2025, with a proposed rate adjustment for 2026 in Section 6(a) of the current Interlocal Agreement; and,

WHEREAS, the City of Sunnyside seeks a compensation rate adjustment from the 2025 contract at \$68.99 per inmate per day, to a proposed 2026 rate at \$76.59 per inmate, per day; and,

WHEREAS, the City of Snoqualmie seeks to continue contracting jail services with the City of Sunnyside for long term commitments.

NOW, THEREFORE, BE IT RESOLVED: by the City Council of the City of Snoqualmie, Washington, Section 6(a) Compensation Rates is repealed and replaced with the attached Addendum to the Interlocal Agreement with the City of Sunnyside and shall be effective immediately upon adoption.

PASSED by the City Council of the City of Snoqualmie, Washington, this ____ day of _____ 2026.

James Mayhew, Mayor

Attest:

Robert Thrall, Interim City Clerk



City of Sunnyside
818 East Edison Avenue
Sunnyside, Washington 98944
(509) 836-6305 Office

Item 3.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUNNYSIDE, WASHINGTON
AND THE CITY OF SNOQUALMIE, WASHINGTON, FOR THE HOUSING OF INMATES**

ADDENDUM

THIS ADDENDUM TO OUR INTERLOCAL AGREEMENT (hereinafter referred to as "Addendum") is made and entered into by and between the City of Sunnyside, Washington and the City of Snoqualmie, Washington;

WHEREAS, the City of Sunnyside and The City of Snoqualmie already have an existing Agreement for the housing of inmates;

WHEREAS, the City of Sunnyside desires to further modify the existing Agreement as set forth in this Addendum;

NOW THEREFORE, in consideration of the mutual covenants, condition and promises contained herein, the parties hereto mutually agree as follows:

SECTION 6(a) COMPENSATION shall be repealed and replaced with:

(a) Rates. Sunnyside agrees to accept and house Snoqualmie inmates for compensation per inmate at the rate of \$76.59 per day. The date of booking into the Sunnyside Jail of any Snoqualmie inmate shall be charged a minimum of a full daily rate per inmate regardless of the time of booking within a 24 hour period. The date of release from the Sunnyside Jail and/or returned to Snoqualmie, regardless of the time frame within a 24 hour day shall not constitute a charge by the City of Sunnyside against the City of Snoqualmie.

This Addendum shall be effective from January 1, 2026 or once fully endorsed by both parties, whichever is later.

The remainder of the original Agreement remains unchanged.

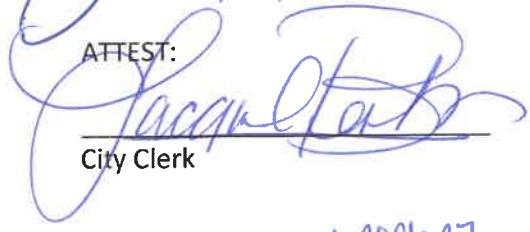
CITY OF SUNNYSIDE



City Manager

DATE: 11/10/2025

ATTEST:



City Clerk

CITY CONTRACT NO: A-20210-27
RESOLUTION NO: 2024-83
COUNCIL MTG: 11/12/2024

CITY OF SNOQUALMIE



City Manager

DATE: _____

ATTEST:



City Clerk

WHEN RECORDED RETURN TO:

City of Sunnyside, Washington
 818 East Edison
 Sunnyside, WA 98944

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUNNYSIDE, WASHINGTON
 AND THE CITY OF SNOQUALMIE, WASHINGTON, FOR THE HOUSING OF
 INMATES**

THIS INTERLOCAL AGREEMENT is made effective this 1st day of January, 2025, by and between THE CITY OF SNOQUALMIE, Washington, hereinafter referred to as "SNOQUALMIE", and the City of Sunnyside, Washington, hereinafter referred to as "Sunnyside", each party having been duly organized and now existing under the laws of the State of Washington.

WITNESSETH:

WHEREAS, Sunnyside and SNOQUALMIE are authorized by law to have charge and custody of the Sunnyside City Jail and SNOQUALMIE prisoners or inmates, respectively; and

WHEREAS, SNOQUALMIE wishes to designate Sunnyside as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

WHEREAS, Sunnyside is desirous of accepting and keeping in its custody such inmate(s) in the Sunnyside Jail for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, RCW 39.34.080 and other Washington law, as amended, authorizes any city to contract with any other city/county to perform any governmental service, activity or undertaking which each contracting city/county is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as 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 consideration, the parties hereto agree as follows:

1. **GOVERNING LAW.** The parties hereto agree that, except where expressed otherwise, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to an inmate(s) confined pursuant to this Agreement.

2. **DURATION.** This Agreement shall enter into full force and effect from the effective date and end December 31, 2025, subject to earlier termination as provided by Section 3 herein. This agreement shall be renewed automatically for like successive periods of 12 months under such terms and conditions as the parties may determine. Nothing in this Agreement shall be construed to require SNOQUALMIE to house inmates in Sunnyside continuously.

3. **TERMINATION.**

(a) By either party. This Agreement may be terminated by written notice from either party to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected prisoners. This Agreement may only be terminated by ninety (90) days written notice of termination of this Agreement, to all parties to this Agreement and the State Office of Financial Management. The Notice of termination shall state the ground for termination and the specific plans for accommodating the affected jail population. The notice must be delivered by regular mail to the contact person identified herein. Termination shall become effective ninety (90) days after receipt of such notice. Within said ninety (90) days, Snoqualmie agrees to remove its inmate(s) from Sunnyside.

(b) **By SNOQUALMIE due to lack of funding.** The obligation of SNOQUALMIE to pay Sunnyside under the provision of this Agreement beyond the current fiscal year is expressly made contingent upon the appropriation, budgeting availability of sufficient funds by SNOQUALMIE. In the event that such funds are not budgeted, appropriated or otherwise made available for the purpose of payment under this Agreement at any time after the current fiscal year, then SNOQUALMIE shall have the option of terminating the Agreement upon written notice to Sunnyside, except that all services provided to that point shall be compensated at the agreed rate. The termination of this Agreement for this reason will not cause any penalty to be charged to SNOQUALMIE.

(c) **Termination for Breach.** In the event SNOQUALMIE breaches or fails to perform or observe any of the terms or conditions herein, and fails to cure such breach or default within seven (7) days of Sunnyside giving SNOQUALMIE written notice thereof, or, if not reasonably capable of being cured within such seven (7) days, within such other period of time as may be reasonable in the circumstances, Sunnyside may terminate SNOQUALMIE's rights under this Agreement in addition to and not in limitation of any other remedy of Sunnyside at law or in equity, and the failure of Sunnyside to exercise such right at any time shall not waive Sunnyside's right to terminate for any future breach or default.

(d) In the event of termination of this agreement for any reason, SNOQUALMIE shall compensate Sunnyside for prisoners housed by Sunnyside after notice of such termination until SNOQUALMIE retakes its inmates in the same manner and at the same rates as if this agreement had not been terminated.

4. **MAILING ADDRESSES.** All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

To Sunnyside:	City of Sunnyside 818 E. Edison Avenue Sunnyside, WA 98944
Primary Contact Person:	Andrew Gutierrez, Corrections Sergeant 509-836-6200, agutierrez@sunnyside-wa.gov
Secondary Contact:	Robert Layman, Chief of Police 509-836-6200, rlayman@sunnyside-wa.gov
To SNOQUALMIE:	
Primary Contact Person:	City of SNOQUALMIE 38624 SE River St/ PO Box 987 Snoqualmie, WA 98065 cityclerk@snoqualmiewa.gov
Secondary Contact:	Police Chief 425.888.3333 <i>L.T Liebtrau, Evidence/Records Technician</i> 425.888.3333, Mliebtrau@snoqualmiewa.gov

Notices mailed shall be deemed given on the date mailed. The Parties shall notify each other in writing of any change of address.

5. **DEFINITIONS.** The Parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

(a) **Day.** A twenty-four-hour-long unit of time commencing at 00:00:00 a.m., and ending 23:59:59 p.m.

(b) **Inmate Classifications** shall be pursuant to the Sunnyside's Objective Jail Inmate Classification System which is modeled after the National Institute of Corrections Jail Classification System:

- (i) "Minimum" classification shall apply to those inmates who present a low risk to staff and the community.
- (ii) "Medium" classification shall apply to those inmates who present a moderate risk to staff and the community.
- (iii) "Maximum" classification shall apply to those inmates who present a substantial risk to staff and the community.

6. COMPENSATION.

(a) Rates. Sunnyside agrees to accept and house SNOQUALMIE inmates for compensation per inmate at the rate of \$68.99 per day. This includes minimum and medium classification inmates. The parties agree that Sunnyside will not charge a separate booking fee in addition to such rate. The date of booking into the Sunnyside Jail of SNOQUALMIE inmates shall be charged a minimum of a full daily rate per inmate regardless of the time of booking within a 24-hour period. The date of release from Sunnyside Corrections and/or returned to SNOQUALMIE, regardless of the time frame within a 24-hour day shall not constitute a charge by the City of Sunnyside against SNOQUALMIE.

(b) Billing and Payment. Sunnyside agrees to provide SNOQUALMIE with an itemized invoice listing all names of housed inmates, the case/citation number, the number of days housed (including the date and time of booking and date and time of release), and the payment amount due. Sunnyside agrees to provide said invoice by the 10th of each month. SNOQUALMIE agrees to make payment to the City of Sunnyside within *thirty* (30) days of receipt of such invoice for the amount billed for the previous calendar month.

(c) Transportation of inmates is included in the cost and is provided by Sunnyside Corrections.

7. RIGHT OF INSPECTION. SNOQUALMIE shall have the right to inspect, at all reasonable times, all Sunnyside facilities in which inmates of SNOQUALMIE are confined in order to determine if such jail maintains standards of confinement acceptable to SNOQUALMIE and that such inmates therein are treated equally regardless of race, religion, color, creed or national origin; provided, however, that Sunnyside shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.

8. FURLoughs, PASSES, AND WORK RELEASE. Sunnyside agrees that 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.

9. INMATE ACCOUNTS. Sunnyside shall establish and maintain an account for each inmate received from SNOQUALMIE and shall credit to such account all money which is received and shall make disbursements, debiting such accounts in accurate amounts for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. Sunnyside shall be accountable to SNOQUALMIE for such inmate funds. At either the termination of this Agreement, the inmate's death, and release from incarceration or return to either SNOQUALMIE or indefinite release to the court, the inmate's money shall be refunded in the form of a pre-paid debit card or check issued to the inmate at the time of their release or transfer.

10. INMATE PROPERTY. SNOQUALMIE may transfer to Sunnyside only agreed amounts of personal property of SNOQUALMIE inmates recovered from or surrendered by inmates to SNOQUALMIE 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 Sunnyside Jail Personnel. Additional legal material or personal belongings may be shipped to the Sunnyside Jail at the expense of the inmate or SNOQUALMIE.

11. RESPONSIBILITY FOR OFFENDER'S CUSTODY. It shall be the responsibility of Sunnyside 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 the inmates' physical needs; to make available to them programs and/or treatment consistent with the individual needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require the City of Sunnyside, or any of its agents, to provide service, 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. Nothing herein shall be construed as to require Sunnyside to provide services, treatment, facilities or programs to SNOQUALMIE inmates above, beyond or in addition to that which is required by applicable law.

12. MEDICAL SERVICES.

(a) Inmates deemed SNOQUALMIE inmates shall receive such medical, psychiatric and dental treatment when **emergent** and necessary to safeguard their health while housed in Sunnyside. Sunnyside shall provide or arrange for the providing of such medical, psychiatric and dental services. Except for routine minor medical services provided in the Sunnyside Jail, SNOQUALMIE shall pay directly or reimburse Sunnyside for any and all costs associated with the delivery of any emergency and/or major medical service provided to SNOQUALMIE inmates. SNOQUALMIE shall be responsible for any

and all **emergent** medical, dental and psychiatric treatment provided outside of the Sunnyside Jail and shall be billed therefor.

(b) An adequate record of all such services shall be kept by Sunnyside for SNOQUALMIE's review at its request, to the extent consistent with confidentiality regulations. Any medical or dental services requiring treatment from providers outside of the Sunnyside Jail shall be reported to SNOQUALMIE as soon as time permits.

(c) Should medical, psychiatric or dental services require hospitalization, SNOQUALMIE agrees to compensate Sunnyside dollar for dollar any amount expended, or cost incurred in providing the same; provided that, except in emergencies, SNOQUALMIE will be notified by contacting the duty supervisor at SNOQUALMIE prior to the inmate's transfer to a hospital, if and when circumstances allow, or as soon afterward as practicable.

(d) Sunnyside will make all reasonable efforts to ensure that medical care providers providing services to SNOQUALMIE inmates adhere to payment requirements of RCW 70.48.130 when such services are not billed directly to SNOQUALMIE by the medical care provider. Sunnyside may elect to have the medical care provider(s) bill SNOQUALMIE directly. SNOQUALMIE will have the responsibility for notifying medical care providers of these payment requirements when billed directly by medical care providers.

13. **DISCIPLINE.** Sunnyside shall have physical control over and power to execute disciplinary authority over all inmates of SNOQUALMIE. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by applicable law.

14. **RECORDS AND REPORTS.**

(a) SNOQUALMIE shall forward to Sunnyside 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 mutually cooperate to provide any additional information in a timely manner.

(b) Sunnyside shall keep all necessary and pertinent records concerning such inmates in the manner mutually agreed upon by the parties hereto. During an inmate's confinement in Sunnyside, SNOQUALMIE shall upon request be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration.

15. **REMOVAL FROM THE JAIL.** An inmate of SNOQUALMIE legally confined in Sunnyside shall not be removed from the jail by any person without written authorization from THE SNOQUALMIE or by order of any court having jurisdiction. SNOQUALMIE hereby designates the Corrections Sergeant as the official authorized to direct Sunnyside

to remove SNOQUALMIE inmates from the Sunnyside Jail. Sunnyside agrees that no early releases or alternatives to incarceration, including furloughs, passes, work release, work crews or electronic home detention shall be granted to any inmate without written authorization from the committing court. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an eminent danger to the safety of the inmate or to the inmates or personnel of the Sunnyside Jail. In the event of any such emergency removal, Sunnyside shall inform SNOQUALMIE of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safe keeping and custody of such inmate or inmates.

16. ESCAPES. In the event any SNOQUALMIE inmate escapes from Sunnyside's custody, Sunnyside will use all reasonable means to recapture the inmate. The escape shall be reported immediately to SNOQUALMIE. Sunnyside shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own territory. Any cost in connection therewith shall be chargeable to and borne by Sunnyside; however, Sunnyside shall not be required to expend unreasonable amounts to pursue and return inmates from other counties, states or other countries.

17. DEATH OF AN INMATE.

(a) In the event of the death of a SNOQUALMIE inmate, the Yakima County Coroner shall be notified. SNOQUALMIE shall receive copies of any records made at or in connection with such notification.

(b) Sunnyside shall immediately notify SNOQUALMIE of the death of a SNOQUALMIE inmate, furnish information as requested and follow the instructions of SNOQUALMIE regarding the disposition of the body. SNOQUALMIE hereby designates the Chief of Police as the official authorized to request information from and provide instructions to Sunnyside regarding deceased inmates. The body shall not be released except on written order of said appropriate official(s) of SNOQUALMIE. Written notice shall be provided within three weekdays of receipt by SNOQUALMIE of notice of such 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, Sunnyside 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 the City of Sunnyside's custody.

18. **RETAKING OF INMATES.** Upon request from Sunnyside, SNOQUALMIE shall, at its expense, retake any SNOQUALMIE inmate within *thirty-six* (36) hours after receipt of such request. In the event the confinement of any SNOQUALMIE inmate is terminated for any reason, SNOQUALMIE shall, at its expense, retake such inmate at the Sunnyside Facility.

19. **HOLD HARMLESS AND INDEMNIFICATION.**

(a) Nothing contained in this Section or this Agreement shall be construed to create a right of indemnification in any third party.

(b) The terms of section 19 shall survive the termination or expiration of this Agreement.

19.1 **SUNNYSIDE – HOLD HARMLESS AND INDEMNIFICATION.** Sunnyside agrees to hold harmless, indemnify and defend The City of SNOQUALMIE, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct, negligent act, error, or omission of Sunnyside, its officials, officers, agents, volunteers or employees, in connection with the services required by this agreement, provided, however, that:

(a) Sunnyside's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of SNOQUALMIE, its officials, agents, officers, employees or volunteers; and

(b) In the event that the officials, agents, officers, and/or employees of both SNOQUALMIE and Sunnyside are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

19.2 **SNOQUALMIE – HOLD HARMLESS AND INDEMNIFICATION.** SNOQUALMIE agrees to hold harmless, indemnify and defend Sunnyside, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of SNOQUALMIE, its officials, officers, agents, volunteers or employees, in connection with the services required by this agreement, provided, however, that:

(a) SNOQUALMIE's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of Sunnyside, its agents, officers, employees or volunteers; and

(b) In the event that the officials, agents, officers, and/or employees of both SNOQUALMIE and Sunnyside are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

20. RIGHT OF REFUSAL AND TRANSPORTATION.

(a) Sunnyside shall have the right to refuse to accept any inmate from SNOQUALMIE when, in the opinion of Sunnyside, its inmate census is at capacity such that there is a substantial risk that, through usual operation of the jail, the reasonable operational capacity limits of the jail might be reached or exceeded.

(b) Sunnyside shall further have the right to refuse to accept any inmate from SNOQUALMIE who, in the judgment of Sunnyside, has a current illness or injury which may adversely affect the operations of the Sunnyside Jail, has a history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property, or is classified as a maximum-security inmate pursuant to Sunnyside's Objective Jail Classification System.

(c) SNOQUALMIE prisoners incarcerated in Sunnyside pursuant to this Agreement shall be transported to Sunnyside by and at the expense of Sunnyside and shall be returned, if necessary, to SNOQUALMIE's custody by Sunnyside personnel and at Sunnyside's expense provided that notice of the necessity of transport is received by Sunnyside *three (3) days* prior to time of expected transport.

21. INDEPENDENT CONTRACTOR. In providing services under this contract, Sunnyside is an independent contractor and neither it nor its officers, agents or employees are employees of SNOQUALMIE for any purpose, including responsibility for any federal or state tax, industrial insurance or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of SNOQUALMIE under any applicable law, rule or regulation.

22. GENERAL PROVISIONS.

(a) Severability. In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable, and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

(b) Dispute Resolution. In the event of a dispute regarding the enforcement, breach, default, or interpretation of this Agreement, the parties shall first meet in a good faith effort to resolve such dispute. In the event the dispute cannot be resolved by

agreement of the parties, said dispute shall be resolved by The Washington Superior Court, with venue placed in Sunnyside, Yakima County, Washington. Each party shall bear its own attorney fees and costs.

(c) Waiver of Breach. The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate nor be construed as a waiver of any subsequent breach by such other party.

(d) Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be severed only to the extent necessary to bring it within legal requirements.

(e) Filing. This Agreement shall be filed with the Yakima County Auditor's Office or, alternatively, listed by subject on each or either party's website or other electronically retrievable public source pursuant to RCW 39.34.040.

23. INTERPRETATION. This Agreement has been submitted to the scrutiny of all parties and their counsel if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and gender neutral.

24. ACCESS TO RECORDS CLAUSE. The parties hereby agree that authorized representatives of the parties shall access to any books, documents, paper and record of the other party which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement shall be retained by the parties for a period of *three* (3) years after the final expiration date of this Agreement or any amendments hereto, unless a longer period is required to resolve audit, findings or litigation. In such cases, the parties may expressly agree by an amendment or separate agreement for such longer period for record retention.

25. INTERLOCAL COOPERATIVE ACT PROVISIONS Each party shall be solely responsible for all costs, materials, supplies and services necessary for their performance under the terms of this Agreement. All property and materials secured by each party in the performance of this Agreement shall remain the sole property of that party. All funding incident to the fulfillment of this Interlocal Agreement, shall be borne by each party necessary for the fulfillment of their responsibilities under the terms of this Agreement. No special budgets or funds are anticipated, nor shall be created incident to this Interlocal Cooperation Agreement. It is not the intention that a separate legal entity be established to conduct the cooperative undertakings, nor is the acquisition, holding, or disposing of any real or personal property anticipated under the terms of this Agreement.

The City Manager of the City of Sunnyside, Washington, shall be designated as the Administrator of this Interlocal Cooperative Agreement.

A copy of this Interlocal Agreement shall be filed or placed on the City's and the Port's website as provided by RCW 39.34.

26. **ENTIRE AGREEMENT**. This Agreement represents the entire integrated Agreement between SNOQUALMIE and Sunnyside and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

CITY OF SUNNYSIDE

By: _____
Mike Gonzalez, City Manager

ATTEST:

Jacqueline Renteria, City Clerk

APPROVED AS TO FORM:

Saxton Riley& Riley, PLLC
Benjamin J. Riley,
Attorneys for the City of Sunnyside

THE CITY OF SNOQUALMIE

By: Katherine Ross
Katherine Ross, Mayor

ATTEST:

Deana Dean, City Clerk

APPROVED AS TO FORM:

Dena Burke
Snoqualmie City Attorney

STATE OF WASHINGTON)
: ss.
THE CITY OF SUNNYSIDE)

On this day personally appeared before me Mike Gonzalez, City Manager, of the City of Sunnyside, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2025.

NOTARY PUBLIC in and for the State of Washington
Residing at: _____
My Commission Expires: _____

STATE OF WASHINGTON)
: ss.
THE CITY OF SNOQUALMIE)

On this day personally appeared before me Katherine Ross, Mayor, of the CITY OF SNOQUALMIE, to be known to be the individual described in and who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2025.

NOTARY PUBLIC in and for the State of Washington
Residing at: _____
My Commission Expires: _____