



PUBLIC SAFETY COMMITTEE MEETING

Monday, June 15, 2026, at 5:00 PM
Snoqualmie City Hall, 38624 SE River Street & Zoom

COMMITTEE MEMBERS

Chair: Rob Wotton

Councilmembers: Catherine Cotton and Andre Testman

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.

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- 1) Click this [link](#)
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- 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 June 01, 2026.

AGENDA BILLS.

2. **AB26-026:** Amendment to ILA for fire and EMS service to Echo Glen Children's Center.

DISCUSSION.

3. Coalition of Small Police Agencies ILA Addendum.

ITEMS FOR FUTURE DISCUSSION.

ADJOURNMENT.



PUBLIC SAFETY COMMITTEE MEETING MINUTES

Monday, June 01, 2026, at 5:00 PM

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

CALL TO ORDER & ROLL CALL.

Councilmember Wotton called the meeting to order at 5:00pm.

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

Executive: Mayor James Mayhew was present.

City Staff: Deputy Fire Chief Chris Brown, IT Systems Specialist Andrew Jongekryg, Legal Assistant Robert Thrall, and Interim Police Chief Gary Horejsi.

AGENDA APPROVAL.

Councilmember Wotton stated that he would like to add two items to the agenda. The items were:

- Risk Mitigation
- Review of minimum liability coverage for BESS facilities.

Motion: The agenda was unanimously approved as amended.

PUBLIC COMMENTS.

No public comments were made.

MINUTES.

1. Approval of the minutes dated May 18, 2026.

Motion: Councilmember Cotton made a motion to approve the minutes as presented. Seconded by Councilmember Testman.

Motion passed: 3-0.

AGENDA BILLS.

2. AB26-024: Covered Load Ordinance.

Interim Police Chief Gary Horejsi briefed on increased community outreach regarding debris falling from vehicles and stated staff have prepared a covered load ordinance to address those concerns. Council discussion followed.

Action: Move item to city council meeting on June 8th, 2026 for a first reading of the ordinance.

3. AB26-025: E-Motorcycle Ordinance Amendment.

Interim Police Chief Gary Horejsi briefed on an ordinance to regulate the use of electric motorcycles within City limits. Committee discussion followed.

Action: Move item to city council meeting on June 8th, 2026 for a first reading of the ordinance.

4. AB26-028: Ordinance Animal Cruelty Code.

Legal Assistant Robert Thrall briefed on an ordinance to repeal Snoqualmie Municipal Code section 9.20 regarding animal cruelty, as the legal implications are outdated, and briefed that the City already previously adopted Title 11 of the King County code in its place. Committee discussion followed.

Action: Move item to city council meeting on June 8th, 2026 for a first reading of the ordinance.

DISCUSSION.

5. Volunteer EMT Onboarding Spring 2026.

Deputy Fire Chief Chris Brown briefed on applicants for volunteer EMT positions and stated that five applicants were stated for chiefs' interviews and four applicants were selected for the open positions. Committee discussion followed.

6. Emergency Management Plan.

Councilmember Wotton provided an update on the Snoqualmie Valley Governmental Association meeting held the prior week, which was attended by Councilmembers Cotton and Wotton, along with Mayor Mayhew. He noted that participating agencies are exploring opportunities to coordinate disaster relief efforts across jurisdictions. Committee discussion followed.

7. Liability Review for BESS facilities.

Councilmember Wotton briefed on an ordinance passed by King County in 2024 regarding battery energy storage systems and requested that staff assess new utility facilities requirements adopted by other states and local jurisdictions. Committee discussion followed.

ITEMS FOR FUTURE DISCUSSION.

None.

ADJOURNMENT.

Motion: Councilmember Testman made a motion to adjourn. Seconded by Councilmember Cotton.

Motion passed: 3-0.

The meeting was adjourned at 5:54pm.

Minutes prepared by Kim Agfalvi, 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

AB26-026

Agenda Bill Information

Title *

Amendment to ILA for fire and EMS service to Echo Glen

Action *

Motion

Council Agenda Section

Committee Report

Council Meeting Date *

06/22/2026 

Staff Member

Mike Bailey

Department *

Fire

Committee

Public Safety

Committee Date




06/15/2026 

Exhibits

Packet Attachments - if any

Drag and drop up to **10** files here to upload or [Choose files](#)

Files (2 uploaded)

-  [x1 2025-2026 Ammendment City of Snoqualmie.2564-62112-01.Fire and EMS.docx](#) 55.96KB
-  [x2 2025-2026 City of Snoqualmie.2564-62112.Fire and EMS.docx.pdf](#)  281.72KB

Click [here](#) to review attachments.

Summary

Introduction *

Brief summary.

The City of Snoqualmie and the Department of Children, Youth and Families (DCYF) have an Interlocal Agreement (ILA) to provide fire and EMS services to the Echo Glen Children's Center from July 1, 2025 to July 1, 2026. This proposed amendment extends the ILA for an additional year to July 1, 2027, and will provide increases to the compensation gained from the ILA as well as some additional contract clarification.

Proposed Motion

Approve Agreement for fire and EMS services at EGCC and authorize Mayor to sign

Background/Overview *

Comments:



CONTRACT AMENDMENT Fire & EMS for EGCC

DCYF CONTRACT NUMBER:
2564-62112

Amendment No. 01

This Contract Amendment is between the State of Washington Department of Children, Youth & Families (DCYF) and the Contractor identified below.

Program Contract Number
[Click here to enter text.](#)
Contractor Contract Number

CONTRACTOR NAME City of Snoqualmie		CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS 37600 SE Snoqualmie Parkway Snoqualmie, WA 98065-		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 179-000-205	DCYF INDEX NUMBER 37750
CONTRACTOR CONTACT Mike Bailey	CONTRACTOR TELEPHONE (425) 888-1551	CONTRACTOR FAX Click here to enter text.	CONTRACTOR E-MAIL ADDRESS MBailey@snoqualmiewa.gov
DCYF ADMINISTRATION Department of Children, Youth, and Families		DCYF DIVISION Children, Youth and Families	DCYF CONTRACT CODE 2000LC-64
DCYF CONTACT NAME AND TITLE Karena McGovern Contract Specialist		DCYF CONTACT ADDRESS 1500 Jefferson Street SE Olympia, WA 98501	
DCYF CONTACT TELEPHONE (360)870-5727	DCYF CONTACT FAX Click here to enter text.		DCYF CONTACT E-MAIL ADDRESS karena.mcgovern@dcyf.wa.gov
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No		CFDA NUMBERS	
AMENDMENT START DATE 07/01/2026	CONTRACT END DATE 06/30/2027		
PRIOR MAXIMUM CONTRACT AMOUNT \$17,794.78	AMOUNT OF INCREASE OR DECREASE \$18,333.61	TOTAL MAXIMUM CONTRACT AMOUNT \$36,128.39	
REASON FOR AMENDMENT; CHANGE OR CORRECT PERIOD OF PERFORMANCE AND MAX CONTRACT AMOUNT			
<p>ATTACHMENTS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract Amendment by reference:</p> <p><input type="checkbox"/> Additional Exhibits (specify):</p> <p>This Contract Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Contract. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Contract remain in full force and effect. The parties signing below warrant that they have read and understand this Contract Amendment, and have authority to enter into this Contract Amendment.</p>			
CONTRACTOR SIGNATURE Draft - Please Do Not Sign		PRINTED NAME AND TITLE	
DATE SIGNED			
DCYF SIGNATURE Draft - Please Do Not Sign		PRINTED NAME AND TITLE	
DATE SIGNED			

This Contract between the State of Washington Department of Children, Youth & Families (DCYF) and the Contractor is hereby amended as follows:

1. **Purpose.** The purpose of this amendment is to extend the Period of Performance to June 30, 2027, increase the Contract Consideration by \$18,333.61, and replace the Consideration section and change the DCYF/JR Contact in the Statement of Work.

Statement of Work-Exhibit B is amended as follows:

2. **Section 4. Consideration.** is deleted and replaced to read as follows:
 4. **Consideration.** Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of **\$18,333.61**, including any and all expenses, and shall be based on the following:
 - a. DCYF shall pay the Contractor a fee based upon the sum of the EGCC total square footage of improvements multiplied by \$.0966 (nine cents) per square foot for Fiscal Year 2026.

DCYF shall pay the Contractor a fee based upon the sum of the EGCC total square footage of improvements multiplied by \$.0995 (nine cents) per square foot for Fiscal Year 2027. This includes a 3.07% increase per year.
 - b. EGCC total gross square footage from July 1, 2025 to June 30, 2027 equals 184,211.
 - (1) 184,211 sf x \$0.0966 equates to \$17,794.78 annually, or \$1,482.90 monthly, for the period of July 1, 2025, through June 30, 2026.
 - (2) 184,211 sf x \$0.0995 equates to \$18,333.61 annually, or \$1,527.80 monthly, for the period of July 1, 2026, through June 30, 2027.
 - c. This contract may be extended by an additional one-year term upon mutual agreement of the parties. If the term is extended, then DCYF shall pay the Contractor a rate equal to \$0.995 multiplied by the December-to-December change in the CPI-W for the preceding year for the Seattle-Tacoma-Bellevue, WA area.
 - d. All payments to Contractor under this Contract shall be contingent upon Contractor's satisfactory completion of all goods and services, including all written reports.
 - e. If the total calls for service for the period of July 1, 2026, through June 30th, 2027, exceeds forty calls by the end of the period stated, an additional \$750 per call above forty will be paid to the Contractor, with an invoice submitted by July 30th, 2027. The invoice will include an accounting of all calls within the time period stated above.
3. **Section 7. DCYF/JR Program Contact** is changed to:

Jason Hefner, JR Program Manager
Echo Glen Children's Center
425-577-9529
jason.hefner@dcyf.wa.gov

All other terms and conditions of this Contract remain in full force and effect.

	<h2 style="margin: 0;">INTERLOCAL AGREEMENT</h2> <h3 style="margin: 0;">Fire & EMS for EGCC</h3>	DCYF Agreement Number: 2564-62112
This Agreement is by and between the State of Washington Department of Children, Youth & Families (DCYF) and the Contractor identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.		Program Contract Number: Contractor Contract Number:
CONTRACTOR NAME City of Snoqualmie		CONTRACTOR doing business as (DBA)
CONTRACTOR ADDRESS 37600 SE Snoqualmie Parkway Snoqualmie, WA 98065		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 179-000-205
		DCYF INDEX NUMBER 37750
CONTRACTOR CONTACT Mike Bailey	CONTRACTOR TELEPHONE (425) 888-1551	CONTRACTOR FAX _____
		CONTRACTOR E-MAIL ADDRESS MBailey@snoqualmiewa.gov
DCYF ADMINISTRATION Department of Children, Youth, and Families	DCYF DIVISION Children, Youth and Families	DCYF CONTRACT CODE 2000LC-64
DCYF CONTACT NAME AND TITLE Karena McGovern Contract Specialist		DCYF CONTACT ADDRESS 1500 Jefferson Street SE Olympia, WA 98501
DCYF CONTACT TELEPHONE (360)870-5727	DCYF CONTACT FAX Click here to enter text.	DCYF CONTACT E-MAIL ADDRESS karena.mcgovern@dcyf.wa.gov
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No		CFDA NUMBER(S)
AGREEMENT START DATE 07/01/2025	AGREEMENT END DATE 06/30/2026	MAXIMUM AGREEMENT AMOUNT \$17,794.78
EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference: <input checked="" type="checkbox"/> No Exhibits.		
The terms and conditions of this Agreement are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise regarding the subject matter of this Agreement, between the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DCYF only upon signature by DCYF.		
CONTRACTOR SIGNATURE 	PRINTED NAME AND TITLE Katherine Ross Mayor	DATE SIGNED 8/12/2025
DCYF SIGNATURE 	PRINTED NAME AND TITLE Karena McGovern Contract Specialist	DATE SIGNED 8/12/2025

DCYF General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. "Contract" or "Agreement" means the entire written agreement between DCYF and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
 - b. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
 - c. "DCYF Contracts Administrator" means the individual in the DCYF Contracts Department with oversight authority for the Department of Children, Youth & Families statewide agency contracting procedures, or their appropriate designee.
 - d. "DCYF Contracts Department" means the Department of Children, Youth & Families statewide agency headquarters contracting office, or successor section or office.
 - e. "Department of Children, Youth & Families" or "DCYF" means the Washington agency devoted exclusively to serve and support Washington state's youth and their families.
 - f. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - g. "Program Agreement" means an agreement between the Contractor and DCYF containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DCYF.
 - h. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://apps.leg.wa.gov/rcw/>.
 - i. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
 - j. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
 - k. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.
2. **Amendment.** This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.
3. **Assignment.** The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DCYF.

DCYF General Terms and Conditions**4. Billing Limitations**

- a. DCYF shall pay the Contractor only for authorized services provided in accordance with this Contract.
- b. DCYF shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
- c. The Contractor shall not bill and DCYF shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.

5. Compliance with Applicable Law. At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.

6. Debarment Certification. The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DCYF if, during the term of this Contract, Contractor becomes Debarred. DCYF may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.

7. Governing Law and Venue. This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.

8. Independent Contractor. The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.

9. Inspection. The Contractor shall, at no cost, provide DCYF and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DCYF client records, wherever located. These inspection rights are intended to allow DCYF and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.

10. Maintenance of Records. The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.

Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

DCYF General Terms and Conditions

Item 2.

- 11. Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.
- 12. Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.
- 13. Survivability.** The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.
- 14. Termination Due to Change in Funding.** If the funds DCYF relied upon to establish this Contract or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, DCYF may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice.
- 15. Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the DCYF Contracts Administrator or designee has the authority to waive any term or condition of this Contract on behalf of DCYF.

Additional General Terms and Conditions – Interlocal Agreements:

- 16. Disputes.** Both DCYF and the Contractor (“Parties”) agree to work in good faith to resolve all conflicts at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of this Agreement, either Party may reduce its description of the dispute in writing, and deliver it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency’s respective operational protocols, to the Secretary of DCYF (“Secretary”) and the Contractor’s Agency Head (“Agency Head”) or their deputies or designated delegates. Both Parties will be responsible for submitting all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and Agency Head.

Upon receipt of the referral and relevant documentation, the Secretary and Agency Head will confer to consider the potential options of resolution, and to arrive at a decision within fifteen (15) business days. The Secretary and Agency Head may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and Agency Head are unable to come to a mutually acceptable decision within fifteen (15) business days, they may agree to issue an extension to allow for more time.

The final decision will be put in writing, and will be signed by both the Secretary and Agency Head. If the Agreement is active at the time of resolution, the Parties will execute an amendment or change order to incorporate the final decision into the Agreement. The decision will be final and binding as to

DCYF General Terms and Conditions

Item 2.

the matter reviewed and the dispute shall be settled in accordance with the terms of the decision.

If the Secretary and Agency Head are unable to come to a mutually acceptable decision, the Parties will request intervention by the Governor, per RCW 43.17.330, in which case the governor shall employ whatever dispute resolution methods that the governor deems appropriate in resolving the dispute.

Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

17. Hold Harmless

- a. The Contractor shall be responsible for and shall hold DCYF harmless from all claims, loss, liability, damages, or fines arising out of or relating to the Contractor's, or any Subcontractor's, performance or failure to perform this Agreement, or the acts or omissions of the Contractor or any Subcontractor. DCYF shall be responsible for and shall hold the Contractor harmless from all claims, loss, liability, damages, or fines arising out of or relating to DCYF's performance or failure to perform this Agreement.
- b. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.

18. Nondiscriminationa. Nondiscrimination Requirement

- (1) During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3).
- (2) In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

b. Obligation to Cooperate

Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

c. Default

- (1) Notwithstanding any provision to the contrary, DCYF may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3).
- (2) Any such suspension will remain in place until DCYF receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency.
- (3) In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), DCYF may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200.

DCYF General Terms and Conditions

Item 2.

- (4) Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

d. Remedies for Breach

- (1) Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW.
- (2) DCYF shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe DCYF for default under this provision.

- 19. Ownership of Material.** Material created by the Contractor and paid for by DCYF as a part of this Contract shall be owned by DCYF and shall be “work made for hire” as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform the Contract but is not created for or paid for by DCYF is owned by the Contractor and is not “work made for hire”; however, DCYF shall have a perpetual license to use this material for DCYF internal purposes at no charge to DCYF, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

20. Subrecipients.

- a. **General.** If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:
- (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with

DCYF General Terms and Conditions

Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <https://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned Federal laws and regulations.)

- b. **Single Audit Act Compliance.** If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
 - (1) Submit to the DCYF contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- c. **Overpayments.** If it is determined by DCYF, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DCYF may require the Contractor to reimburse DCYF in accordance with 2 CFR Part 200.

21. Termination.

- a. **Default.** If for any cause, either party fails to fulfill its obligations under this Agreement in a timely and proper manner, or if either party violates any of the terms and conditions contained in this Agreement, then the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given fifteen (15) working days to correct the violation or failure. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party.
- b. **Convenience.** Either party may terminate this Interlocal Agreement for any other reason by providing thirty (30) calendar days' written notice to the other party.
- c. **Payment for Performance.** If this Interlocal Agreement is terminated for any reason, DCYF shall only pay for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

- 22. Treatment of Client Property.** Unless otherwise provided, the Contractor shall ensure that any adult client receiving services from the Contractor has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination of the Contract, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

Special Terms and Conditions

1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. "Resident" means any or all of the clients, residents, or patients at Echo Glen Children's Center.
 - b. "Echo Glen Children's Center" or "EGCC" means a juvenile rehabilitation center owned and operated by the State of Washington, DCYF, located at 33010 SE 99th Street, Snoqualmie, WA 98065.
 - c. "State Building Code" means the Washington State Building Code adopted in RCW 19.27.031, but not including any local amendments thereto adopted by King County.
2. **Purpose.** The purpose of this Contract is for the Contractor to provide emergency medical, fire suppression, fire protection, and inspection services for the Echo Glen Children's Center (EGCC) campus in accordance with RCW 35.21.775.
3. **Statement of Work.** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
 - a. Upon DCYF's call for service, provide fire protection and suppression services to all lands, equipment, buildings and their contents, related property improvements, and the personal property of Residents and employees located on or at the EGCC campus in King County, Washington. DCYF shall call for fire protection and suppression services by calling 911, and/or by calling the City of Snoqualmie Fire Department ("SFD") and speaking directly with a SFD representative. Contractor shall provide quarterly written performance reports that identify the number of fire and suppression services calls responded to at EGCC, the type of incidents, and the services provided by the Contractor.
 - b. Upon DCYF's call for service, provide emergency medical services to all people residing, working or visiting the EGCC campus. DCYF shall call for fire protection and suppression services by calling 911, and/or by calling the City of Snoqualmie Fire Department ("SFD") and speaking directly with a SFD representative. Contractor shall provide quarterly written performance reports that identify the number of emergency medical services calls responded to at EGCC, the type of incidents, and the services provided by the Contractor.
 - c. Provide inspections as often as necessary, as determined by Contractor in the exercise of its reasonable discretion but not less than annually, across the whole of the EGCC campus for the purpose of identifying violations of the International Fire Code, International Building Code, and any other code adopted as part of the State Building Code affecting fire and life safety. The Parties acknowledge that the EGCC is located in unincorporated King County, outside of Contractor's corporate boundaries, and that Contractor lacks legal jurisdiction to apply or enforce any King County laws, codes, ordinances or regulations. Upon completion of annual inspections, Contractor shall provide a written report to EGCC of its findings and recommendations.
 - d. For any significant fire/incident to which the Contractor responds, and the fire/incident results in a required debriefing by EGCC administration officials, a representative of the Contractor shall provide consultation during the incident debriefing. For significant fire/incidents to which the Contractor responds, Contractor shall provide a written summary report of the debriefing information Contractor provided to EGCC.
 - e. The Contractor shall send all required written reports within this Agreement to the DCYF Capital Budget Facilities Administrator below:

Special Terms and Conditions

Trent Phillips
 Capital Budget Facilities Administrator
 1110 Jefferson St SE
 Olympia, WA 98501
 360.951.0717
trent.phillips@dcyf.wa.gov

- 4. Consideration.** Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of **\$17,794.78**, including any and all expenses, and shall be based on the following:
- a. DCYF shall pay the Contractor a fee based upon the sum of the EGCC total square footage of improvements multiplied by \$.0966 (nine cents) per square foot per year.
 - b. EGCC total gross square footage as of July 1, 2025 equals 184,211.
 - (1) 184,211 sf x \$0.0966 equates to \$17,794.78 annually, or \$1,482.90 monthly, for the period of July 1, 2025, through June 30, 2026.
 - c. This contract may be extended by an additional one-year term upon mutual agreement of the parties.
 - d. All payments to Contractor under this Contract shall be contingent upon Contractor's satisfactory completion of all goods and services, including all written reports.
- 5. Billing and Payment.**
- a. Invoice System. The Contractor shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by DCYF. Consideration for services rendered shall be payable upon receipt of properly completed invoices which shall be submitted to **Echo Glen Children's Center, Attn: Accounts Payable, 33010 SE 99th Street, Snoqualmie, Washington 98065** by the Contractor not more often than monthly. The invoices shall describe and document to DCYF' satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees. The rates shall be in accordance with those set forth in Section 4, Consideration, of this Contract.
 - b. Payment. Payment shall be considered timely if made by DCYF within thirty (30) days after receipt and acceptance by Echo Glen Children's Center of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. DCYF may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.
- 6. Insurance.**
- a. DCYF certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable.
 - b. The Contractor certifies, by checking the appropriate box below, initialing to the left of the box selected, and signing this Agreement, that:

Special Terms and Conditions

_____ The Contractor is self-insured or insured through a risk pool and shall pay for losses for which it is found liable; or

_____ The Contractor maintains the types and amounts of insurance identified below and shall, prior to the execution of this Agreement by DCYF, provide certificates of insurance to that effect to the DCYF contact on page one of this Agreement.

Commercial General Liability Insurance (CGL) – to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract.

7. DCYF/JR Program Contact.

The Contractor shall notify the DCYF Program Contact listed below for billings and any questions or issues related to services under this contract:

Jeffrey Wallace, Superintendent
Echo Glen Children's Center
425-831-2500
jeffrey.wallace@dcyf.wa.gov