

# PUBLIC SAFETY COMMITTEE & COMMITTEE OF THE WHOLE MEETING

### Monday, August 04, 2025, at 5:00 PM Snoqualmie City Hall, 38624 SE River Street & Zoom

#### **COMMITTEE MEMBERS**

Chair: Rob Wotton

Councilmembers: Cara Christensen and Catherine Cotton

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

**Join by Telephone:** To listen to the meeting via telephone, please call **253.215.8782** and enter Webinar ID **836 4577 2692** and Password **1700040121** if prompted.

Press \*9 to raise your hand to speak. Raising your hand signals the meeting moderator that you have a comment. Press \*6 to mute and unmute.

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

- 1) Click this link
- 2) If the Zoom app is not installed on your computer, you will be prompted to download it.
- If prompted for Webinar ID, enter 836 4577 2692; Enter Password 1700040121
- 4) Please confirm that your audio works prior to participating.

#### **CALL TO ORDER & ROLL CALL**

#### **AGENDA APPROVAL**

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

#### **MINUTES**

1. Approval of the minutes dated July 21, 2025.

#### **AGENDA BILLS**

- 2. AB25-077: Interlocal Agreement for Fire and EMS for Echo Glen Children's Center
- 3. AB25-075: SCORE Jail ILA Amendment

#### ITEMS FOR FUTURE DISCUSSION

#### **ADJOURNMENT**



# PUBLIC SAFETY COMMITTEE & COMMITTEE OF THE WHOLE MEETING MINUTES JULY 21, 2025

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

**CALL TO ORDER & ROLL CALL** – The meeting was called to order at 5:00 pm.

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

Mayor Katherine Ross was also present.

#### City Staff:

Mike Chambless, City Administrator; Dena Burke, City Attorney; Gary Horejsi, Interim Police Chief; Jeff Hamlin, Parks & Public Works Director; Mike Bailey, Fire Chief; Deana Dean, City Clerk; and Jimmie Betts, IT Support.

**AGENDA APPROVAL** – The agenda was approved as presented.

#### **PUBLIC COMMENTS**

- David Fleming, of Snoqualmie, spoke regarding e-bike/e-motorcycles.
- Julie Steel, of Snoqualmie, spoke regarding speeding vehicles on Sequoia, e-bikes, and issues with the pond.
- Henry Castle, of Snoqualmie, spoke regarding e-bikes and the streetlight on Fairway and Ridge.
- Ellen Clark, of Snoqualmie, spoke regarding e-bikes and golf cart nuisance. She also commented on maintenance of the tree strips.
- Virginia Knight, of Snoqualmie, spoke regarding sidewalks.
- Jacqueline Pfeiffer, of Snoqualmie, spoke regarding e-bikes.
- Bonnee Fedyk, of Snoqualmie, spoke regarding e-bikes.
- Chris Swedland, of Snoqualmie, spoke regarding police presence and e-bikes.
- Ellen Clark, of Snoqualmie, spoke regarding traffic on Ridge.
- Virginia Knight, of Snoqualmie, spoke regarding the request to calling 911.

**MINUTES** – The minutes dated July 7, 2025, were approved as presented.

#### **DISCUSSION**

Washington Traffic Safety Commission Interagency Agreement. Discussion led by Interim Chief
Horejsi and included increased traffic enforcement and monitoring, potential grant, and ongoing
plans to address issues around the high school. Additional information provided by Parks &
Public Works Director Hamlin. Interim Chief Horejsi also spoke to a recent reckless driving
incident.

Public Safety Committee & Committee of the Whole Meeting Minutes July 21, 2025

- 3. E-Bike and E-Motorcycles. Discussion led by Interim Chief Horejsi who spoke to e-bike and e-scooter safety information on the website, definition and RCW related to e-motorcycles, new signage on Center Blvd, juveniles without drivers' licenses charged with traffic citations, impounding e-motorcycles, future amendments to the Snoqualmie Municipal Code, and Council guidance. Committee comments and questions followed.
- 4. Fire Department 2nd Quarter Accreditation Report. This item was not heard due to time constraints.
- 5. Update on Fire Engine. This item was not heard due to time constraints.

#### ITEMS FOR FUTURE DISCUSSION

**ADJOURNMENT -** The meeting was adjourned at 5:52 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.

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# Council Agenda Bill

#### **AB Number**

AB25-077

#### Agenda Bill Information

Title \*

Interlocal Agreement for Fire and EMS for Echo Glen Children's Center

**Council Agenda Section** 

Committee Report

**Staff Member** 

Mike Bailey

Committee

Public Safety

**Exhibits** 

Packet Attachments - if any

2025-2026 City of Snoqualmie and EGCC ILA.docx

2023-2025 City of Snoqualmie and EGCC ILA.pdf

Action\*

Motion

Council Meeting Date\*

08/11/2025

Department\*

Fire

**Committee Date** 

08/04/2025

Summary

#### Introduction\*

Brief summary.

The Fire Department has been providing Fire, EMS and inspection services to Echo Glen Children's Center (EGCC) since June 2003. This agreement is for a one year contract with the Department of Children, Youth & Families (DCYF) for services at EGCC from July 2025 to June 2026 at a cost of \$17,794.78 annually.

#### **Proposed Motion**

Approve the Interlocal Agreement for Fire and EMS for Echo Glen Children's Center and authorize the Mayor to sign.

#### Background/Overview\*

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

The EGCC is a

medium/maximum security detention facility for male and female offenders located at 33010 SE 99th Street, Snoqualmie (unincorporated King County). The facility is located in King County Fire District 27's (Fall City) response area but can

69.07KB

654.43KB

only be accessed through City of Snoqualmie routes. As the Snoqualmie

Fire Department is the closest responding agency, EGCC has contracted with the

City of Snoqualmie since 2003 for services. The formula used to determine the

cost of the ILA is based on the square footage of the facility multiplied by a

fixed amount. The previous ILA from 2023 to 2025 was for \$33,158, or \$16,579 annually. Historically the ILA

for service has been for two years, although the

proposed ILA represents a one-year contract at the City's request. The

formula proposed for the ILA is based on 184,211 total gross square feet of

facility buildings multiplied by .0966 cents. The increase in .066 per square

feet was supported by the City finance department and will net \$17,795.

#### Analysis\*

As the closest responding agency, the City of Snoqualmie has provided services to EGCC since 2003. The City provides fire, EMS, and fire inspection services to EGCC upon request or 911 call. In 2022 prior to the previous ILA, the calls for service to EGCC were 12 per year. In 2023 and 2024, calls for service to EGCC rose to 35 and 66 respectfully. Due to this increase in call volume the City would like to seek an ILA for subsequent years that compensates on a per call rate similar to other contracts for service. To fit within the DCYF budget cycle and to provide uninterrupted service to EGCC, the City has proposed a one-year contract based on the square footage formula previously used. In the coming year City staff will meet with the Superintendent of EGCC to explore options for reducing call volumes as well as discussions on a new agreement structure moving forward. City staff feel a one-year bridge agreement at the agreed upon amount in the ILA is appropriate for services currently to allow for more discussions to occur to address the increased call volume and ILA fee structure.

#### **Budgetary Status\***

This action will bring in additional revenue.

#### **Budget Summary**

The previous agreement resulted in \$16,579 of annual revenue to the City. The new agreement will bring in \$17,795 in revenue during the 12-month period starting July 1, 2025. This represents \$1,216 in additional revenue, which is a 7.3% increase over the prior agreement.

#### Fiscal Impact

Amount of Expenditure Amount Budgeted Appropriation Requested

**Fiscal Impact Screenshot** 



#### INTERLOCAL AGREEMENT

DCYF Agreement Number: 2564-62112

#### Fire & EMS for EGCC

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:

Cooperation Act, chapter 33.	3 <del>4</del> 1\C 11.			A
CONTRACTOR NAME	CONTRACTOR doing business as (DBA)			
City of Snoqualmie				
CONTRACTOR ADDRESS		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)		DCYF INDEX NUMBER
37600 SE Snoqualmie Parkway		27772		27750
Snoqualmie, WA 98065		179-000-205		37790
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX		CONTRACTOR E-MAIL ADDRESS
Mike Bailey	(425) 888-1551			MBailey@snoqualmiewa.go
DCYF ADMINISTRATION	DCYF DIVISION		DCYF CON	TRACT CODE
Department of Children, Youth, and Families	Children, Youth and Familie		2000LC-64	
DCYF CONTACT NAME AND TITLE DCYF CONTACT ADDRESS				
Karena McGovern	n Street SE			
Contract Specialist				
Olympia, WA 98501  DCYF CONTACT TELEPHONE DCYF CONTACT FAX DCYF CONTACT E-MAIL ADDRESS				
DCYF CONTACT TELEPHONE	DCYF CONTACT FAX	DCYF CON		TACT E-MAIL ADDRESS
(360)870-5727	Click here to enter tex		karena.mcgovern@dcyf.wa.gc	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?				
No				
AGREEMENT START DATE	AGREEMENT END DATE		MAXIMUM A	AGREEMENT AMOUNT
07/01/2025	06/30/2026		\$17,794.78	
EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference:				
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.

at an any grant and a part and a				
CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED		
Draft - Please Do Not Sign				
DCYF SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED		
Draft - Please Do Not Sign				

- **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.

#### 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.

- 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.
- **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.
- **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.
- **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

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' 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. Nondiscrimination

#### a. 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.

(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

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 <a href="https://ojp.gov/about/offices/ocr.htm">https://ojp.gov/about/offices/ocr.htm</a> 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 guestioned 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.

- **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:

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:

 ☐ 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.

<u>Commercial General Liability Insurance (CGL)</u> – 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 ieffrey.wallace@dcvf.wa.gov



#### INTERLOCAL AGREEMENT

DCYF Agreement Number: 2364-49879

#### Fire & EM Services for EGCC

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
Connection Act, chapter 39, 34 RCW

Program Contract Number:

Contractor Contract Number:

Cooperation Act, chapter 39.			pursuante	· tilo iii	torrood.			
CONTRACTOR NAME				CONTRACTOR doing business as (DBA)				
City of Snoqualmie CONTRACTOR ADDRESS				WASHINGTON UNIFORM DC		DCYF	INDEX NUMBER	
CONTRACTORADDRESS				BUSINESS IDENTIFIER (UBI)		1		
37600 SE Snoqualmie Parkway				27		3775	o I	
Snoqualmie, WA 98065				179-000-205			ACTOR E-MAIL ADDRESS	
CONTRACTOR CONTACT	CONT	'RACTOR'	TELEPHONE	CONTI	RACTORFAX		CONTR	ACTOR E-MAIL ADDRESS
Mike Bailey	(425	888-155	51				MBail	ey@snoqualmiewa.go
Wike Bailey	(120	, 000 100				V		
DCYF ADMINISTRATION	DCYF	DIVISION		b		DCYF CON	TRACT	CODE
Desertment of Children Vouth	Child	Iron Vou	ith and Familie	16		2000LC-	34	
Department of Children, Youth, and Families	Ciliic	ii <del>c</del> ii, i ou	itiraliu ramine	,3		200020		
DCYF CONTACT NAME AND TITLE			DCYF CONTACT	ADDRES	SS			
			444538/	Ct	°-			
Karena McGovern			1115 Washing	iton St	<b>5</b> E			
Contract Specialist		- 1,	Olympia, WA	98504				
DCYF CONTACT TELEPHONE DCYF CON			NTACT FAX DCYF CONTAC		TACT E-	MAIL ADDRESS		
			kors		karana n	arena.mcgovern@dcyf.wa.gov		
					.mcgovern@dcyr.wa.gov			
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? CFDA NUMBER(S)								
No								
AGREEMENT START DATE		AGREEN	IENT END DATE		MAXIMUM AGREEMENT AMOUNT			
07/01/2023		06/30/2	2025		\$33,157.98			
EXHIBITS. The following Exhib	itsare	attache	d and are inco	orporat	ed into thi	s Agreem	ent by r	eference:
Exhibits (specify): No Data S	Securi	ty Exhib	it	•				
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			DATE SIGNED		
		Katherine Ross, Mayor				July 25, 2023		
Katherine Ross			·				DATE CIONES	
DCYF SIGNATURE			PRINTED NAME AND TITLE				DATE SIGNED	

- 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.

#### 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.
- 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.

- 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.
- **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

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' 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. 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.

#### 19. 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 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 <a href="https://ojp.gov/about/offices/ocr.htm">https://ojp.gov/about/offices/ocr.htm</a> 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.

#### 20. 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.
- 21. 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.

- 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:

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 \$33,157.98, 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 \$.09 (nine cents) per square foot per year.
  - b. EGCC total gross square footage as of July 1, 2023 equals 184,211.
    - (1) 184,211 sf x \$0.09 equates to \$16,578.99 annually, or \$1,381.58 monthly, for the period of July 1, 2023, through June 30, 2025.
  - c. This contract may be extended by additional two year terms 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:

KR	☑ 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. The State of Washington, DCYF, its elected and appointed officials, agents, and employees shall be named as additional insureds.

#### 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:

Ryan Weisheyer
Superintendent
Echo Glen Children's Center
425.414.0613
ryan.weisheyer@dcyf.wa.gov

717.93KB

133.09KB

## **Council Agenda Bill**

#### **AB Number**

AB25-075

#### Agenda Bill Information

Title \*

SCORE Jail ILA Amendment

**Council Agenda Section** 

Committee Report

**Staff Member** 

Gary Horejsi

Committee

**Public Safety** 

**Exhibits** 

Packet Attachments - if any

Snoqualmie 2.pdf

2026 Rate Amendment.pdf

Action\*

Motion

**Council Meeting Date\*** 

08/11/2025

Department\*

Police

**Committee Date** 

08/04/2025

#### Summary

#### Introduction\*

Brief summary.

In July 2025, SCORE provided notice to the city that new rate increases will go into effect on January 1, 2026. An amendment to the ILA will need to be executed prior to the start of the year due to the new rates.

#### **Proposed Motion**

Move to approve the Amendment to Original Agreement for Inmate Housing with SCORE for 2026 and authorize the Mayor to sign.

#### Background/Overview\*

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

2015, the City entered into an interlocal agreement ("ILA") with South

Correctional Entity ("SCORE") for misdemeanant jail services. The City then

entered into a new ILA in 2025 to continue SCORE misdemeanant jail services. The SCORE ILA is one of five current City

inmate housing contracts (the others being with the City of Issaquah for

housing at the Issaquah Jail and with King County for housing at the King

County Jail, as well as long term male inmate housing with the City of Sunnyside and Yakima County). In July 2025, SCORE provided notice to the City that new rate increases will go into effect on January 1, 2026. An amendment to the ILA will need to be executed prior to the start of the year due to the new rates. The amendment to the ILA reflects the following new fee schedule effective January 1, 2026:

#### 2025 Rates:

Booking fee: \$95.00 (2024 rate = \$80.00)

Daily guaranteed

bed rate: \$155.69 (2024 rate = \$148.28)

Daily

non-guaranteed rate: \$223.83 (2024 rate = \$213.17)

#### Daily rate surcharges:

Mental Health -

Residential Beds \$178.84 (2024 rate = \$170.32)

Medical (Acute

Beds) \$244.07 (2024 rate = \$232.45)

Mental Health

(Acute Beds) \$312.68 (2024 rate = \$297.79)

Transportation/Security \$94.00/hr.

Virtual Court

Admin Fee \$75.00

#### Analysis\*

SCORE is the City's secondary housing facility for inmates, with Issaquah Jail as the City's primary housing facility. Continuing services with SCORE provides for alternatives to inmate housing before sentencing and at lower daily rate in comparison to King County Jail. SCORE also provides services other entities do not.

#### **Budgetary Status\***

Funds have already been authorized in this year's budget.

#### **Budget Summary**

The City of Snoqualmie budgeted \$85,000 and \$90,000 in 2025 and 2026, respectively, for a total of \$175,000 over the biennium, to utilize SCORE as the secondary housing facility for all misdemeanor arrests. This represents a 13% increase over the previous biennial budget. Forecasted expenditures for 2025 are expected to fall under this budgeted estimate.

Most (98%) of SCORE Jail expenses relate to bed space. The rates for bed space are increasing by 5% within the proposed ILA amendment, which is less than the budgeted increase and would cost the City approximately \$4,000 more than the current ILA, based historical SCORE housing usage. Therefore, this amendment would likely not result in a budget overrun. Administration recommends approving the SCORE ILA amendment.

#### Fiscal Impact

Amount of Expenditure	Amount Budgeted	<b>Appropriation Requested</b>

\$4,000.00 \$175,000.00 \$0.00

#### **Fiscal Impact Screenshot**

# S C O R E

#### SOUTH CORRECTIONAL ENTITY

Serving the Cities of: Auburn, Burien, Des Moines, Renton, SeaTac, and Tukwila

June 30, 2025

Chief Bryan Lynch City of Snoqualmie Police Department 34825 SE Douglas Street Snoqualmie, WA 98065

Dear Chief Bryan Lynch:

2026 rate increases support SCORE's commitment to operating safely and effectively during an opioid epidemic and public health crisis. Amendment features SCORE's new rates effective January 1, 2026. Please sign and return amendment by October 31, 2025. Amendment highlights are listed below:

- SCORE 's Administrative Board adopted a daily bed rate increase of 5% and increased the booking fee to \$95.00. SCORE will also be charging, monthly, the Non-Guaranteed Rate for any beds that exceed the use of guaranteed beds. SCORE Administrative Board adopted a medical surcharge rate increase of 5% for specialty beds. The hourly rate for transport/hospital security was increased to \$94.00/hr.
- SCORE's Administrative Board also adopted a Virtual Court Administration fee. This is a new fee and is set at \$75.00.

#### Thank you for choosing SCORE

2026 rate increases support SCORE's commitment to operating safely and effectively during an opioid epidemic and public health crisis. SCORE continues to provide Medical Doctor coverage five days a week, 24/7 nursing care and 7-day a week behavioral health care.

In 2025, SCORE purchased and implemented two different forms of life safety technology for its booking and medical spaces. These two systems provide an early warning to a medical crisis and have been instrumental in saving lives since its implementation.

SCORE recently invested in expanding its Virtual Court Services to include additional capacity for virtual hearings and additional space in the jail for hearing participation.

SCORE anticipates adding a narcotic detection K9 in late 2025 and may make this dog available to other jurisdictions when available.

SCORE continues to serve as one of five National Mentor Sites for Comprehensive Opioid, Stimulant, and Substance Use Program (COSSUP). Additionally, SCORE holds accreditation with the Washington Association of Sheriffs and Police Chiefs and the National Commission of Correctional Healthcare. SCORE is also certified as a Prison Rape Elimination Act compliant facility.

Please contact me if you have any questions. I can be reached either via email or phone at <a href="mailto:dschrum@scorejail.org">dschrum@scorejail.org</a> or 206-257-6262.

Sincerely,

Devon Schrum, Executive Director South Correctional Entity (SCORE)

#### AMENDMENT TO ORIGINAL AGREEMENT FOR INMATE HOUSING

(Amending Exhibit A: Fees and Charges and Services. Amending Housing Agreement: Section 7.)

dated governmental	AMENDMENT TO INTERLOCAL AGREEMENT FO, is made and entered into by and administrative agency formed pursuant _, a [municipal corporation] organized unde ne "Contract Agency" together with SCORE, the	l between the to RCW 39 or the laws of	South Correctional Entity, a .34.030(3) ("SCORE") and f the State of Washington	
	RECITALS			
Agreement") <sub> </sub>	REAS, the Parties previously entered into an Inte , as amended and as may be further am pursuant to which SCORE provides housing, can e SCORE consolidated correctional facility locat	nended from to re and custody	time to time (the "Original of Contract Agency inmates	
	REAS, the Parties now desire to amend Exhibit A ent, the "Agreement") with regard to fees and compared to the same of the same	harges for such	services as provided herein;	
	ed herein by this reference) shall have the mea			
Section	n 2. <u>Amendment</u> .			
(1) Amendment to Exhibit A. Daily Housing Rates, Daily Rate Surcharges, Booking Fee, Transport Fee and Virtual Court Admin Fee in Exhibit A to the Original Agreement are hereby replaced in their entirety as follows:				
<u>Daily Housing Rates</u> General Population – Guaranteed Beds General Population – Non-Guaranteed Beds		\$155.69 \$223.83	No. of Beds:	
	<u>Daily Rate Surcharges:</u> Mental Health – Residential Beds Medical – Acute Beds Mental Health – Acute Beds	\$178.84 \$244.07 \$312.68		
	Booking Fee			
	Transport/Security Fee	\$94.00/hr.		
<u>Virtual Court Admin Fee</u> \$75.00				

Daily Rate Surcharges are in addition to the daily bed rates and subject to bed availability. The Booking Fee will be charged to the jurisdiction responsible for housing the inmate. Fees, charges, and services will be annually adjusted each January 1<sup>st</sup>.

- **Section 3. Effective Date of Amendment**. The amendments to rates and charges set forth in Section 2 hereof shall become effective on January 1, 2026, at 12:01 a.m.
- **Section 4. Entire Agreement.** Except as hereby amended by this Amendment, the remaining terms and conditions of the Original Agreement are hereby ratified and confirmed in all respects.
- **Section 5**. **Severability**. The invalidity or unenforceability of any provision hereof as to any one or more jurisdictions shall not affect the validity or enforceability of the balance of the Agreement as to such jurisdiction or jurisdictions, or affect in any way such validity or enforceability as to any other jurisdiction.
- **Section 6**. **Headings**. The captions in this Amendment are for convenience of reference only and shall not define or limit the provisions hereof.
- **Section 7. Execution.** This Agreement shall be executed the Parties hereto by their duly authorized representative. This Amendment may be executed in one or more counterparts.

SOUTH CORRECTIONAL ENTITY	
Signature	Signature
Title/Name Executive Director Devon Schrum	Title/Name:
NOTICE ADDRESS:	NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY 20817 17th Avenue South Des Moines, WA 98198 Attention: Devon Schrum

Email: dschrum@scorejail.org Telephone: 206-257-6262