



PUBLIC SAFETY COMMITTEE & COMMITTEE OF THE WHOLE HYBRID MEETING

Monday, July 17, 2023, at 5:00 PM

Snoqualmie City Hall, 38624 SE River Street & Zoom

COMMITTEE MEMBERS

Chair: Cara Christensen

Councilmembers: Ethan Benson and Rob Wotton

This meeting will be conducted in person and remotely using teleconferencing technology provided by Zoom.

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CALL TO ORDER & ROLL CALL

AGENDA APPROVAL

PUBLIC COMMENTS

MINUTES

1. Approval of the minutes dated June 20, 2023.

AGENDA BILLS

2. **AB23-095:** ILA with Echo Glen Children's Center

DISCUSSION

3. 4th of July Report
4. SCORE Jail Amendment
5. Electric Bicycle Presentation

NEW BUSINESS

ITEMS FOR FUTURE DISCUSSION

ADJOURNMENT



**PUBLIC SAFETY COMMITTEE
REGULAR HYBRID MEETING MINUTES
Monday, June 20, 2023, at 5:00 PM
Snoqualmie City Hall, 38624 SE River Street & Zoom**

CALL TO ORDER & ROLL CALL

Chair Christensen called the meeting to order at 5:00 PM

Committee Members: Chair Cara Christensen, and Councilmembers Rob Wotton and Ethan Benson were present.

Mayor Katherine Ross was also present.

City Staff:

Mike Chambless, Interim City Administrator; Mike Bailey, Deputy Fire Chief; Brian Lynch, Police Captain; Andy Latham, IT Support; and Deanna Patterson, Administrative Coordinator.

AGENDA APPROVAL: The agenda was approved as presented.

PUBLIC COMMENTS: There were no public comments.

MINUTES

1. Meeting minutes dated June 5, 2023, were approved as presented.

AGENDA BILLS

2. **AB23-051:** Permit Parking Ordinance

Captain Lynch presented this item. Discussion and citizen comments followed. The following citizens provided comments: Teralee Spencer, Roxanne, and Piper; all residents of Panorama. This matter is tabled for consideration of other parking options.

3. **AB23-084:** Fire Department Strategic Plan Extension Resolution

Deputy Chief Bailey presented this item. Discussion followed. This item is approved to move forward at the June 26, 2023, City Council meeting on the consent agenda.

DISCUSSION

NEW BUSINESS

ITEMS FOR FUTURE DISCUSSION

ADJOURNMENT

The meeting was adjourned at 5:42 pm.

*Minutes taken from Zoom recording 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*

DRAFT



**BUSINESS OF THE CITY COUNCIL
CITY OF SNOQUALMIE**

**AB23-095
July 24, 2023
Committee Report**

Item 2.

AGENDA BILL INFORMATION

TITLE:	AB23-095 – ILA for Fire and EM Services for Echo Glen Children's Center	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
PROPOSED ACTION:	MOVE to approve the ILA with Echo Glen Children’s Center for Fire and EM services	

REVIEW:	Department Director	Choose an item.	Click or tap to enter a date.
	Finance	Drew Bouta	7/13/2023
	Legal	David Linehan	7/13/2023
	City Administrator	Mike Chambless	7/13/2022

DEPARTMENT:	Fire		
STAFF:	Mike Bailey, Interim Fire Chief		
COMMITTEE:	Public Safety	COMMITTEE DATE:	July 17, 2023
EXHIBITS:	1. City of Snoqualmie.2364-49879.Fire and EM Services		

AMOUNT OF EXPENDITURE	\$ 0
AMOUNT BUDGETED	\$ n/a
APPROPRIATION REQUESTED	\$ n/a

SUMMARY

INTRODUCTION

The Fire Department has been providing Fire and EMS services for Echo Glen Children’s Center (EGCC) since June 2003. The Department of Children, Youth & Families (DCYF) will pay the City \$16,578.99 annually for the two-year term of this agreement.

BACKGROUND

The EGCC is a medium/maximum security detention facility for male and female offenders located at 33010 SE 99th Street, Snoqualmie (unincorporated King County). This site is located in King County Fire District 27’s (Fall City Fire) response area but can only be accessed through City of Snoqualmie routes. In 2003, the City Council approved the first interlocal agreement with the Department of Human and Health Services for Fire and Emergency Medical Services to this facility. This agreement required DSHS to annually pay the City \$5,000 for emergency services to EGCC. This annual agreement remained unchanged until 2014 when the state developed a new funding formula. This new approach moved away from a flat-rate payment for services, to a cost-per-square-foot model. This increased the revenue for this service from \$5,000 annually to \$14,134

annually for that contract. In 2019, DCYF took over responsibility for the facility, but the ILA and funding model has remained the same.

ANALYSIS

The Snoqualmie Fire Department has provided services to EGCC since 2003. The Snoqualmie Fire Department is the closest fire station to this facility, allowing the City to provide the quickest service. The Department also does not require additional staffing or equipment to provide service to this facility. The Department responded to twelve incidents at this facility in 2022. The annual revenue for this agreement is \$16,578.99, which is a fair and equitable amount to provide this service. The City could choose to not provide service to this site. This would shift the burden onto King County Fire District 27 (Fall City Fire). If this were to occur, the Fall City Fire District would respond through the community on city streets, driving past a staffed fire station and increasing the risks to the residents by longer response distance and time. The proposed agreement mirrors previous versions and utilizes the cost-per-square-foot formula with a proposed biennial payment of \$33,157.98 (\$16,578.99 annually) for the period of July 1st, 2023, to June 30th, 2025.

BUDGET IMPACTS


This agreement provides revenue to the General Fund. There are no direct budget implications with this agreement beyond normal Fire/EMS operating expenses.

NEXT STEPS

Approve this ILA

PROPOSED ACTION

MOVE to approve the ILA for Fire and EM services for EGCC

	INTERLOCAL AGREEMENT Fire & EM Services for EGCC	DCYF Agreement Number: 2364-49879	
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 1115 Washington St SE Olympia, WA 98504	
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 07/01/2023	AGREEMENT END DATE 06/30/2025	MAXIMUM AGREEMENT AMOUNT \$33,157.98	
EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference: <input type="checkbox"/> Exhibits (specify): No Data Security Exhibit <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	DATE SIGNED
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.

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.
- 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

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. 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 <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.

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.

Special Terms and Conditions

Item 2.

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

Item 2.

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's 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

Item 2.

- _____ 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

Snoqualmie Fire Department Fireworks-Related Activities 2023

Prior to the 4th

No fireworks-related calls were received.

Crews performed daily safety inspections on the two fireworks stands located within city limits from June 28th to July 4th. Minor infractions dealing with cardboard storage and stand access were noted but were corrected immediately.

Staffing Levels

3 career staff on duty

1 career firefighter on overtime 24 hours for extra coverage due to forecasted weather conditions.

2 firefighters on light duty (0800-1600)

5 volunteers on shift throughout the day.

Interim Fire Chief available in the city from 0800 till midnight to provide support and standby at fireworks event.

E155 made available with 3 personnel for 24 hours.

A155 made available with 3 personnel for 16 hours (0800-2400)

Recorded 9-1-1 Incidents Potentially fireworks-related.

7/4/2021 #748 8:02 PM Dumpster Fire SE Center St

Fire in large construction dumpster at a business on SE Center St. Snoqualmie PD reported witnesses saw three juveniles throw fireworks into the dumpster prior to the fire. Crews extinguished the fire and reported the incident to the on-duty King County Fire Investigator with a verbal report.

7/4/2021 #750 11:43 PM Brush Fire 424th Ave SE (ESFR area in North Bend

Units from Snoqualmie and Eastside Fire were dispatched to a brush fire located underneath I-90. Crews arrived to find small smoldering fire which was then extinguished. No cause was determined.

Non-Fireworks Related Calls

Swiftwater call in Fall City area, non-injury.

2 aid calls within Snoqualmie.

Motorcycle accident in Snoqualmie, transported Swedish Issaquah.

CO alarm sounding in a residence. Malfunction, no CO detected.

2 cancelled calls.

Area Patrols

Fire department staff patrolled the neighborhoods during the evening and found most residents complying with the ban. As the night progressed after the fireworks show there was some illegal

firework activity that was observed, similar to previous years. When observed, firefighters would make contact with the parties and advise them of the regulations. In total, 3 contacts were made.

Public Relations Events

Crews participated in the ROA kids' parade (1 engine, 1 aid car, antique fire engine, chief staff vehicle). After the parade crews were on site at the block party at Community Park meeting with residents and providing tours of the vehicles (4 hours).

Red, White and Boom Celebration

Firefighters walked the park before and after the event looking for illegal fireworks and greeting visitors. Crews also walked through the crowds handing out 3000 glow necklaces to attendees (in conjunction with the PD). The Interim Fire Chief met with the professional fireworks display crew to confirm they met all requirements and regulations prior to the show. At the conclusion of the show, firefighters again walked the area and affirmed it was safe to open the trails to pedestrian traffic.

Snoqualmie Police Department

Item 4.



SCORE Jail 2024 Housing Agreement



**Public Safety Committee
July 17, 2023**



SCORE Jail Rates Increase

In November of 2022, Mayor Ross signed the interlocal agreement for inmate house with the South Correctional Entity, also known as SCORE Jail.

2023 SCORE Jail Rates:

Booking Fee	\$50.00
General Population Non-Guaranteed Bed	\$199.00
Mental Health Bed	\$159.00
Medical – Acute Bed	\$217.00



SCORE Jail Rate Increase

2024 SCORE Jail Rates:

Booking Fee	\$65.00
General Population Non-Guaranteed Bed	\$204.97
Mental Health Bed	\$163.77
Medical – Acute Bed	\$223.41

SCORE’s Admin Board adopted a daily bed rate increase of 3% and increased the booking fee to \$65.00.

“These rate increases better support the increasing costs of providing 24-hour medical coverage and mental health services. Approximately 90% of SCORE’s population requires either medical or mental health services while in custody.”



SCORE Jail Rate Increase

January – May of 2023 SCORE Bookings

28 Bookings X \$50.00 booking fee = \$1,400.00

28 Bookings X \$65.00 booking fee = \$1,820.00

Bed fees for 2023 = \$15,240.00

Bed fees w/ 3% increase = \$15,697.00



Thank You

Questions?

Snoqualmie Police Department

Item 5.



Electric Bicycle Briefing



**Public Safety Committee
July 17, 2023**



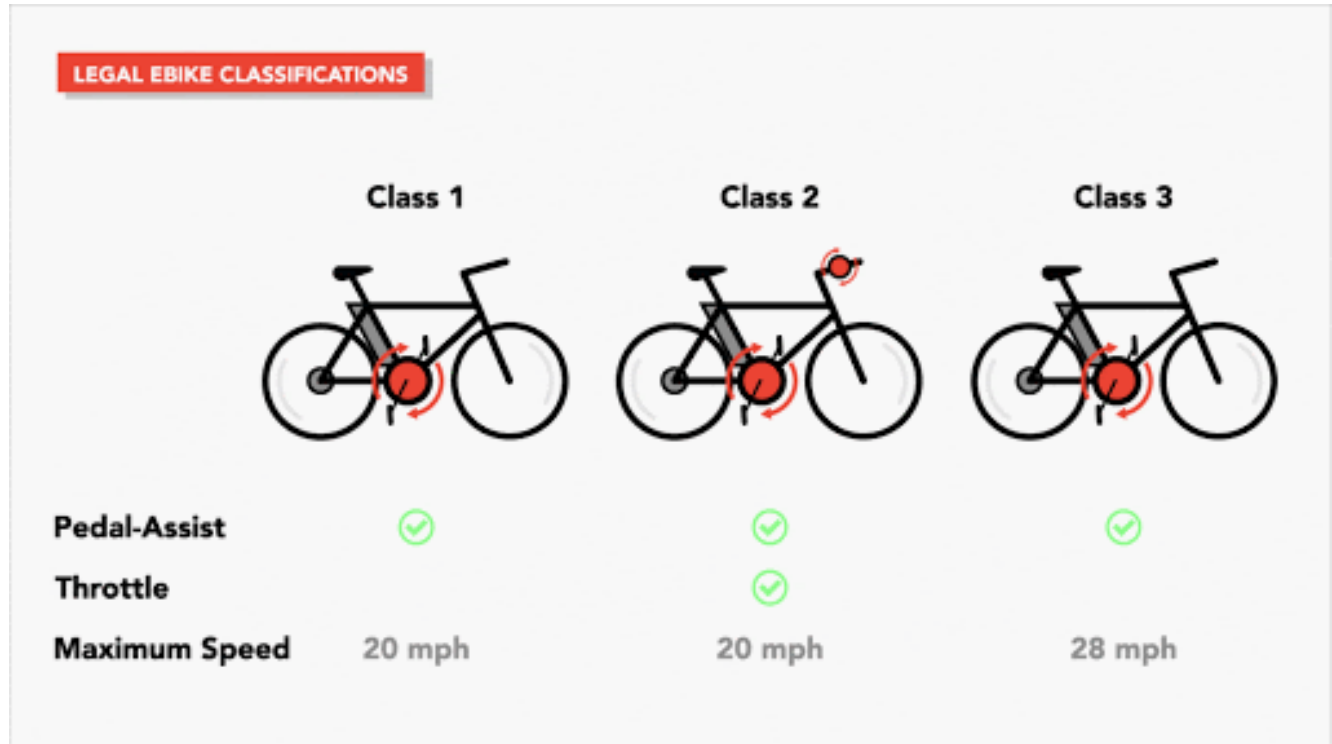
RCW 46.04.169

- "Electric-assisted bicycle" means a bicycle with two or three wheels, a saddle, fully operative pedals for human propulsion, and an electric motor.
- The electric-assisted bicycle's electric motor must have a power output of no more than seven hundred fifty watts.
- The electric-assisted bicycle must meet the requirements of one of the following three classifications:..."



Legal Electric Bicycles

Class 1, 2, and 3



Electric Bicycles Class 1

- "Class 1 electric-assisted bicycle" means an electric-assisted bicycle in which the motor provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches the speed of twenty miles per hour."
- In simple terms: Class 1 electric bicycles only help propel the bike forward when the rider pedals. There is no throttle or button to make the bike accelerate.



Electric Bicycles Class 2

- "Class 2 electric-assisted bicycle" means an electric-assisted bicycle in which the motor may be used exclusively to propel the bicycle and is not capable of providing assistance when the bicycle reaches the speed of twenty miles per hour."
- In simple terms: Class 2 electric bicycles have a throttle and don't require the rider to pedal in order to accelerate. The electric motor will stop providing assistance when the bike reaches 20 mph.



Electric Bicycles Class 3

- "Class 3 electric-assisted bicycle" means an electric-assisted bicycle in which the motor provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches the speed of twenty-eight miles per hour and is equipped with a speedometer."
- In simple terms: Class 3 electric bicycles are similar to those in Class 1. However, they stop assisting acceleration at 28 mph instead of 20 mph. They will also have a speedometer.



Illegal Electric Bicycles

- Electric dirtbikes are not legal to operate on any public road, sidewalk, bike lane, park, or trail (even if they have a taillight or blinkers).
- To be made street legal, the owner would need to obtain a license plate, registration, and insurance, much like a normal motorcycle.
- Some of these bikes at peak power can range up to 6000 watts and travel up to 50 mph. They are to be used on motorized trails and are similar to dirtbikes.





Additional RCWs

- Class 1 and 2 Electric Bicycle Laws
- The laws regarding these bicycles are very similar to normal bicycles.



Additional RCWs

- Class 3 Bicycle Laws
- RCW 46.61.715 – Operation of a moped on a sidewalk is unlawful. **Operation of a motorized foot scooter or Class 3 electric-assisted bicycle on a sidewalk is unlawful, unless there is no alternative** as part of a bicycle or pedestrian path, or if authorized by local ordinance.
- RCW 46.61.710 (8) – **Class 3 electric-assisted bicycles may not be operated on a shared-use path,** except where local jurisdictions may allow their use.
- RCW 46.20.500 (3) – No driver's license is required for operation of an electric-assisted bicycle. **Persons under sixteen years of age may not operate a Class 3 electric-assisted bicycle.**



Additional RCWs

- RCW 46.61.710 (9) – Except as otherwise provided in this section, **an individual shall not operate an electric-assisted bicycle or motorized foot scooter on a trail that is specifically designated as nonmotorized and that has a natural surface** tread that is made by clearing and grading the native soil with no added surfacing materials.
- RCW 46.37.690 (1A) – Beginning July 1, 2018, one must permanently affix, in a prominent location, **a label printed in Arial font and at least nine-point type that contains the classification number, top assisted speed, and motor wattage.**



Snoqualmie Municipal Codes

- 10.35.030 (G) – Operation of motorized scooters and wheeled recreational devices
- Without limitation of the generality of the requirement that motorized foot scooters and wheeled recreational devices adhere to all rules of the road, motorized foot scooters or **wheeled recreational devices shall not be operated in a negligent manner upon any city street or upon city property.**
- For the purposes of this section, “to operate in a negligent manner” means to operate a motorized scooter **in such a manner as to endanger or be likely to endanger any person or property, or to obstruct, hinder or impede the lawful course of travel of any motor vehicle or the lawful use by any pedestrian of public streets, sidewalks, alleys, parking areas, trails or public parks within the city of Snoqualmie.**



Overview

- Check the bicycle for information regarding make, model, and specifications. Bikes that are 2018 and newer are required to have class number, top assisted speed, and wattage labeled on the bike itself. This will help you determine if the bike is legal.
- **All electric bikes must be 750 watts or below!** If the bike is over 750 watts, it is not legal on any public road, sidewalk, bike lane, park, or trail. If an individual is riding a bicycle above 750 watts on a public road, it must have a license plate, registration, and insurance.
- Class 1 and 2 bicycles follow the same rules as normal bicycles. As long as the bike stops assisting propulsion at 20 mph, it is legal. In North Bend, the municipal code states that Class 1 and 2 bicycles are able to be used on "nonmotorized" trails. There are no Snoqualmie municipal codes that discuss the use of Class 1, 2, or 3 bicycles. Therefore, the RCW states that no electric assist bicycles can be used in an area that is "nonmotorized."
- Class 3 bikes have a few rules. You must be 16 years or older. These bikes should not be used on the sidewalk (unless there is no other alternative) and not be used on a shared-use path.



Thank You

Questions?