



## CITY COUNCIL SPECIAL MEETING

**Monday, September 15, 2025 @ 5:00 PM**

**Snoqualmie City Hall, Mt Si Conference Room, 38624 SE River Street & Zoom**

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### MAYOR & COUNCIL MEMBERS

Mayor Katherine Ross

Councilmembers: Ethan Benson, Cara Christensen, Catherine Cotton, Bryan Holloway, Jo Johnson, Louis Washington, and Robert Wotton

*This meeting will be conducted in person at Snoqualmie City Hall and remotely using Zoom.*

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### CALL TO ORDER & ROLL CALL

### AGENDA APPROVAL

### EXECUTIVE SESSION

1. Executive Session pursuant to RCW 42.30.110(1)(i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

### SPECIAL BUSINESS

2. **AB25-087:** Interlocal Agreement Between the City of North Bend and the City of Snoqualmie for Police Services

**Proposed Action:** Move to authorize the Mayor to sign the Interlocal Agreement Between the City of North Bend and the City of Snoqualmie for Police Services

### ADJOURNMENT

Accommodation: Requests for assistance or accommodations can be arranged by contacting the City Clerk by phone at (425) 888-8016 or by e-mail at [cityclerk@snoqualmiewa.gov](mailto:cityclerk@snoqualmiewa.gov) no later than 3:00 pm the day of the meeting.

# Council Agenda Bill

## AB Number

AB25-087

## Agenda Bill Information

### Title\*

Interlocal Agreement Between the City of North Bend and the City of Snoqualmie for Police Services

### Action\*

Motion

### Council Agenda Section

Discussion

### Council Meeting Date\*

09/15/2025

### Staff Member

Dena Burke

### Department\*

Legal

### Committee

Finance and Administration

### Committee Date

### Exhibits

Packet Attachments - if any

final ILA.docx

59.05KB

## Summary

### Introduction\*

Brief summary.

The cities of Snoqualmie and North Bend, with the aid of outside counsel, have negotiated an Interlocal agreement for police services.

### Proposed Motion

Move to authorize the Mayor to sign the Interlocal Agreement Between the City of North Bend and the City of Snoqualmie for Police Services

### Background/Overview\*

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

In 2019, a renewal interlocal agreement (the "2019 Renewal ILA") was entered into between the City of North Bend and the City of Snoqualmie. Snoqualmie provided North Bend with formal notice to renew the 2019 Renewal ILA on December 29, 2022. The first Amendment to the 2019 Renewal ILA was approved by both cities in 2023.

North

Bend and Snoqualmie were unable to agree to terms prior to the expiration of the 2019 Renewal ILA on December 31, 2024.

North Bend and Snoqualmie came to an agreement and entered into another renewal ILA (the "2025 Renewal ILA"), on January 29, 2025. North Bend issued a request for proposals (RFP) for police services on March 14, 2025. Snoqualmie along with the King County Sheriff's office submitted responses to the RFP. North Bend's City Council unanimously approved authorizing North Bend's Mayor to negotiate terms and conditions for a new ILA with the King County Sheriff's Office.

A dispute arose between North Bend and Snoqualmie regarding the rights and obligations under the 2019 Renewal ILA and the 2025 Renewal ILA.

On June 26, 2025, Snoqualmie filed a Complaint for Declaratory Relief and Damages in King County Superior Court against North Bend Seeking declaratory judgement regarding the rights and obligations under both renewal ILAs.

Snoqualmie alleged breach of contract, unjust enrichment, and quantum meruit claims. North Bend filed an Answer to the complaint on July 21, 2025, and asserted counterclaims against Snoqualmie for breach of contract, unjust enrichment, and quantum meruit.

### **Analysis\***

To avoid further expenditures, both cities desire to release their past and present controversies regarding prior ILAs for police services and the interim police service agreement, as well as all claims and counterclaims raised in the lawsuit.

The proposed ILA includes the following key terms:

Snoqualmie will provide police services to North Bend through March 31, 2026.

North Bend will pay a monthly fee of approximately \$236,306, retroactive to June 2025. That monthly fee will increase to \$294,000 per-month for January, February, and March 2026. Under the current Interim Agreement entered in May 2025, North Bend is paying \$219,849 per month.

Snoqualmie is not entitled to recover additional costs such as officer overtime. North Bend is not entitled to recover any pro rata reductions in fees.

North Bend will pay costs for transition costs of personnel testifying or participating in the prosecution of cases for 3 years at a staff hourly rate of \$128.42 per-hour. A maximum cap of \$100,000 is set for the 3 years.

The Equipment Replacement and Repair Fund (ERRF) is ended. Upon termination of the ILA, Snoqualmie will pay North Bend \$240,000 and transfer four vehicles to North Bend. The specific vehicles are noted in the ILA.

Staff recommends entering into this ILA.

### **Budgetary Status\***

This is an extra-budget expenditure.

### **Budget Summary**

The North Bend Police Services ILA, on its face value, will result in a net increase of \$197,653 to the City of Snoqualmie (the City). This is comprised of \$337,653 in increased fees from the City of North Bend (NB) for the period of June 2025 to March 2026, \$100,000 in potential revenue for transitional services, and a payment to NB from the Equipment Replacement & Repair (ER&R) Fund (#501) of \$240,000. See a table illustrating this in the next section.

The ILA also has more complex implications on City inflows and outflows, including the revenue received by the City, Police Department overtime and expenditures, the ER&R Fund, staff time, and litigation, of which the full costs and risks are difficult to predict. These items are addressed in the following paragraphs.

#### **City Revenue**

The final date of the ILA was in debate by the two cities, with the City believing the agreement ended on June 1, 2025 and NB believing it should extend to November 30, 2026. If NB's interpretation of the ILA were to be enforced absent the proposed ILA, then under the terms of the new ILA, the City would lose the revenue from April to November of 2026, totaling \$1,978,641. However, this revenue is also tied to a myriad of expenses associated with providing police services to NB, meaning that the loss of this revenue is mitigated by the savings associated with ending the ILA early.

#### **Police Overtime and Other Expenditures**

Since NB terminated the police services agreement, a number of police officers and staff have chosen to leave the City on their own terms, before the official ending of the agreement. This has resulted in excessive overtime as the Police Department provides the required level of service to NB. If the proposed ILA is signed, the level of service requirement would be lower beginning in April of 2026, requiring less overtime and potentially preventing burnout. Overtime spent in covering vacancies is typically paid for by the savings of the vacant positions themselves. However, the cost of burnout related to this overtime is harder to estimate and can result in more staff leaving the City or going on extended periods of leave.

Replacing officers is expensive and time consuming. As an example, the City of Seattle is currently paying \$50,000 bonuses for lateral hires, as it can be difficult to find fully trained officers. New recruits may have a wait time to get into the academy, take four and a half months to go through the academy, and have an additional period of local training where they are not patrolling independently. During this time, seasoned staff still incur overtime which is no longer funded by a vacant position.

The Police Department will also have certain expenses related to rebranding of vehicles and uniforms, the purchase of assets, and renegotiation of contracts that covered both cities. These expenditures tend to go up over time and being able to negotiate them earlier rather than later is likely to save the City a small but potentially meaningful amount of money.

#### **Equipment Replacement and Repair**

Since 2019, NB has paid approximately \$70,000 annually to the City for police vehicle replacement. The two cities have disagreed about the appropriate amount of repayment. If this decision were not to be settled by the current ILA, likely a different amount will be determined. Whether this is higher or lower than the \$240,000 specified within the ILA is hard to forecast. This amount would be paid for from the ER&R Fund (#501) and will require a budgetary amendment of \$240,000, which will be brought forward during the Mid Biennium Review

later this year.

#### Staff Administrative Time and Other Expenditures

Some of the items established within the proposed ILA have required and will require significant staff time, both in providing documents to NB and in negotiating the appropriate amounts due to each City. The time spent on these items has not been estimated for the purposes of this Budget Statement; however, it represents substantial time that would be diverted from other important matters if the proposed ILA is not signed.

In addition, the City has spent \$24,418 on legal expenditures related to this ILA through July 2025. This number is likely to increase if this agreement is not signed.

### Fiscal Impact

Amount of Expenditure	Amount Budgeted	Appropriation Requested
\$240,000.00	\$0.00	\$240,000.00

#### Fiscal Impact Screenshot

	May 2025 ILA	Proposed ILA
June 2025	\$ 219,849.00	\$ 236,306.17
July 2025	\$ 219,849.00	\$ 236,306.17
August 2025	\$ 219,849.00	\$ 236,306.17
September 2025	\$ 219,849.00	\$ 236,306.17
October 2025	\$ 219,849.00	\$ 236,306.17
November 2025	\$ 219,849.00	\$ 236,306.17
December 2025	\$ 219,849.00	\$ 236,306.17
January 2026	\$ 219,849.00	\$ 294,000.00
February 2026	\$ 219,849.00	\$ 294,000.00
March 2026	\$ 219,849.00	\$ 294,000.00
<b>Total</b>	<b>\$ 2,198,490.00</b>	<b>\$ 2,536,143.19</b>
<b>Payment Increase =</b>	<b>\$ 337,653</b>	
<b>ER&amp;R Payment</b>	<b>\$ (240,000)</b>	
<b>Transition Services =</b>	<b>\$ 100,000</b>	
<b>NET VALUE GAINED =</b>	<b>\$ 197,653</b>	

## INTERLOCAL AGREEMENT BETWEEN THE CITY OF NORTH BEND AND THE CITY OF SNOQUALMIE FOR POLICE SERVICES

This interlocal agreement (the “Agreement”) is entered into between the City of North Bend (“North Bend”), a Washington municipal corporation, and the City of Snoqualmie (“Snoqualmie”), a Washington municipal corporation, and effective as of June 1, 2025.

### I. RECITALS

1. North Bend and Snoqualmie (each a “party” and collectively the “parties”) are each authorized under Washington law to form and operate a police department.
2. Chapter 39.34 RCW authorizes municipal corporations to contract with one another to provide and receive services on the basis of mutual advantage and in a manner that will accord best with geographic, economic, population, and other factors (“The Interlocal Cooperation Act”).
3. RCW 43.09.210 requires municipal corporations to be paid for services rendered at their true and full value and that no municipal corporation should benefit in any financial manner by appropriations or funds made by or in support of another.
4. Snoqualmie has previously formed and currently operates the Snoqualmie Police Department (“SPD”).
5. In 2019, a renewal interlocal agreement (the “2019 Renewal ILA”) was entered into by North Bend and Snoqualmie.
6. On December 29, 2022, Snoqualmie provided formal notice to North Bend to renew the 2019 Renewal ILA, which was scheduled to expire on December 31, 2024.
7. In 2023, a First Amendment to the 2019 Renewal ILA was approved by North Bend and Snoqualmie.
8. North Bend and Snoqualmie were unable to agree on terms for a new interlocal agreement for police services prior to the expiration of the 2019 Renewal ILA on December 31, 2024.
9. On January 29, 2025, North Bend and Snoqualmie entered into another renewal interlocal agreement (the “2025 Renewal ILA”).
10. On March 14, 2025, North Bend issued a Request for Proposals (the “RFP”) for police services.
11. Both Snoqualmie and the King County Sheriff’s Office submitted responses to the RFP.
12. On May 6, 2025, North Bend City Council unanimously approved “Alternative 2” under AB25-044, authorizing the North Bend Mayor to negotiate the terms and conditions of an interlocal agreement with the King County Sheriff’s Office.
13. There is a dispute between North Bend and Snoqualmie regarding the rights and obligations under the 2019 Renewal ILA, as amended, and the 2025 Renewal ILA.

14. North Bend is in need of police services during the transition to and stand up of police services from the King County Sheriff's Office.
15. On May 14, 2025, Snoqualmie sent a proposal for a short-term interlocal agreement for police services to North Bend.
16. On May 20, 2025, in response to North Bend City Administrator's "what if proposal," Snoqualmie proposed an updated short-term interlocal agreement for police services to North Bend.
17. On May 27, 2025, Snoqualmie proposed an interim agreement to North Bend that affirmed multiple provisions of the 2019 Renewal ILA, including but not limited to, conferral of law enforcement authority in North Bend on the Snoqualmie Police Department and indemnification obligations, while Snoqualmie and North Bend attempted to resolve their dispute regarding rights and obligations under the 2019 Renewal ILA and 2025 Renewal ILA.
18. On May 29, 2025, North Bend City Council approved and North Bend Mayor signed a red lined version of the proposed interim agreement.
19. On May 30, 2025, Snoqualmie City Council approved and Snoqualmie Mayor signed the red lined version of the proposed interim agreement (the "Interim Agreement").
20. On June 26, 2025, Snoqualmie filed a Complaint for Declaratory Relief and Damages in King County Superior Court ("the Lawsuit") against North Bend seeking declaratory judgment regarding the rights and obligations under the 2019 Renewal ILA and 2025 Renewal ILA and alleging breach of contract, unjust enrichment, and quantum meruit claims.
21. On July 21, 2025, North Bend filed an Answer to Snoqualmie's Complaint and asserted counterclaims against Snoqualmie for declaratory judgment, breach of contract, and quantum meruit.
22. To avoid further expenditure of human, financial, managerial, and other resources, Snoqualmie and North Bend desire to release their past and present controversies regarding the 2019 Renewal ILA, 2025 Renewal ILA, and Interim Agreement, including all claims and counterclaims raised in the Lawsuit.
23. Snoqualmie shall continue to provide police services under the terms and conditions set forth in this Agreement.
24. The parties enter into this Agreement in consideration of the mutual covenants and promises set forth in it, the mutual benefit that can be derived by each party, and the exercise of authority granted to each party by the Interlocal Cooperation Act.

## II. AGREEMENT

1. **Term.** This Agreement is effective as of June 1, 2025. Subject to North Bend's right to terminate this Agreement prior to March 31, 2026 set forth in Section 3 below, this Agreement shall terminate at midnight on March 31, 2026. Notwithstanding the immediately preceding sentence, the transition services and costs provisions of Section 7 below shall survive

termination of this Agreement.

2. **Prior Rights and Agreements.**

- i. This Agreement supersedes any prior agreements between North Bend and Snoqualmie for police services.
- ii. Each party waives, releases, and forever discharges any and all interests, rights, or claims under or relating to any prior police services interlocal agreements between the parties.
- iii. North Bend has no right to any real property, personal property, or proprietary property or interest arising from this Agreement. By way of example but not exclusionary, North Bend shall have no property rights or interest to any vehicles, equipment, real estate, software, or data in connection to this Agreement other than those identified in Section 8.

3. **Termination.** North Bend may terminate this Agreement prior to prior to March 31, 2026 by providing sixty (60) days written notice pursuant to Section 14 of this Agreement to Snoqualmie prior to the first of the month. For example, if a notice of intent to terminate is delivered on August 15, 2025, the Agreement will not terminate until midnight on October 31, 2025. In the event of termination of this Agreement, the parties will work cooperatively to ensure the orderly transition of police services. In the event the Agreement is terminated and North Bend establishes its own police department, North Bend shall not actively solicit SPD personnel to join the North Bend police department until 12 months after termination of this Agreement.

4. **Police Services.** Snoqualmie shall provide to North Bend the premises, supplies, equipment, and personnel to deliver all necessary and customary police services ("Services"), including the following:

- i. **Coverage.**
  - a. **Minimum Dedicated Commissioned Officer.** A minimum of one (1) commissioned officer on duty within the corporate limits of North Bend.
- ii. **Staffing Level.**
  - a. Beginning on the Effective Date of this Agreement, Snoqualmie shall make a reasonable effort to provide a level of service equivalent to six (6) dedicated full-time employees ("FTEs") comprising four (4) Police Officers and 50% of four (4) Police Sergeants (equal to two (2) FTEs), provided that such Sergeants when on patrol, and not performing general supervisory duties, are allowed to move between Snoqualmie and North Bend at their discretion. In addition, Snoqualmie shall also provide a proportional share of the following: one Police Chief and/or one Police Captain; one Detective; and two (2) Administrative Specialists.
  - b. "General supervisory duties" include creating work schedules for officers, participating in officer performance reviews, providing command services during a critical incident, and other supervisory duties normally associated with the police service.



- c. “Call for service” means a request for assistance in which SPD has been dispatched to investigate or resolve.
- iii. Consultation. Snoqualmie will consult with the North Bend Mayor and/or City Administrator on proposed hires but Snoqualmie shall retain sole decision-making authority.
- iv. Service Expectations. Snoqualmie shall make a reasonable effort to provide the below services:
  - a. Conduct police patrols on both a regular and irregular basis or as specifically requested by North Bend with an emphasis on patrols targeting problem areas.
  - b. Respond immediately and appropriately to all calls for service, subject only to priorities caused by critical concurrent calls for service, and provide backup for an officer in North Bend from officers patrolling in Snoqualmie if necessary.
  - c. Investigate criminal activity in progress and suspected.
  - d. Enforce traffic codes as necessary including using radar speed trailers to alert drivers of speed limits.
  - e. Cooperate with North Bend’s Prosecutor and Public Defender in the administration of the criminal justice system as part of the prosecution of offenses including attending court proceedings.
  - f. Advise North Bend officials of situations encountered by patrol officers that may affect the health, safety, and welfare of residents and visitors, including inadequate, missing, or damaged traffic or safety signs and hazardous roadway conditions.
  - g. Advise North Bend officials of the need for new ordinances or revisions to existing ordinances to address changes in state legislation and/or law enforcement concerns.
  - h. Assist the North Bend Mayor and City Administrator in preparing responses to inquiries from King County, State of Washington, or other jurisdictions in matters relating to law enforcement needs and activities, jail facilities, reports, and similar matters.
  - i. Maintain close relationships with North Bend officials concerning law enforcement matters.
  - j. Attend and provide security at North Bend City Council meetings.
  - k. Provide “other law enforcement services” routinely performed by SPD for the City of Snoqualmie, as well as those other law enforcement services typically provided by a police or public safety department for a city the size of North Bend including without limitation all necessary supervisory services, response to emergencies such as floods, windstorms, and snow that result in the closure of I-90, and all necessary traffic controls on North Bend streets resulting from such I-90 closures.
  - l. “Other law enforcement services” shall include the enforcement and administration of

North Bend's False Alarm ordinance which is found to be substantially consistent with the requirements and procedures contained in Snoqualmie's False Alarm Ordinance, Chapter 9.08 SMC. If North Bend revises its False Alarm ordinance, Snoqualmie's costs incurred in administering the revised False Alarm Ordinance shall be additional to the biennial fee paid by North Bend.

- m. Assist victims and witnesses at crime scenes, preserve crime scenes, and retain evidence from crime scenes.
- n. Maintain all original North Bend police reports and related documentation and records at the Snoqualmie Police Station and make the same available upon request in accordance with state law.
- o. Public records requests made to North Bend for issues related to police services in North Bend will be processed through the North Bend public records request procedure and forwarded to SPD for the appropriate response within required timelines.
- v. Investigations.
  - a. As is common for a city the size of North Bend, the patrol officer who responds to a call for service will see most incidents through to their resolution. However, in a subset of incidents that require a more complex investigation, that process will be initiated by the patrol officer but may then be transferred to SPD's Detective for the deeper inquiry required.
  - b. Complex investigations that may require the officer's full-time attention for an extended period of time may be assigned to SPD's Detective as needed or at the discretion of the Snoqualmie Police Chief or designee. Snoqualmie retains full decision-making authority on temporary assignment of an officer to investigations.
  - c. Should a crime occur within North Bend, SPD will be in command of the investigation. The parties will develop protocols for responding to media inquiries. North Bend officials will be kept apprised of all significant events and will assist in coordinating press releases utilizing the SPD Public Information Officer.
- vi. Court, Prosecutorial, and Defense Services. SPD will coordinate the filing of offenses with the North Bend's designated municipal court and prosecutor. Court, prosecutorial, and public defense services will be provided by North Bend at its sole expense.
- vii. Domestic Violence Advocate Services. SPD will coordinate with North Bend's Domestic Violence Advocate as required by law. Domestic Violence Advocate services will be provided by North Bend at its sole expense.
- viii. Jail Services. SPD will coordinate for the transport of people for probable offenses to the jails contracted by North Bend and transport if necessary to court proceedings. Jail services will be provided by North Bend at its sole expense.
- ix. Additional Services. SPD will provide any extraordinary police services through contract with outside agencies after obtaining North Bend's approval for such contract services.

Snoqualmie's costs incurred through the contract shall be equitably allocated between Snoqualmie and North Bend and in addition to the monthly fee paid by North Bend.

5. **Compensation.**

- i. **Fee.** The parties agree to a monthly fee amount that North Bend shall pay Snoqualmie per Table 1 below; there will be a standard monthly rate established for 2025, and a standard monthly rate established for 2026. The monthly fee amount shall not be adjusted unless mutually agreed to by both respective City Councils, except pursuant to Section 6 below. The monthly fee shall be retroactive to June of 2025. By way of example, if, at the time this Agreement is entered, North Bend has paid \$219,849.00 each month for June 2025, July 2025, August 2025, and September 2025, North Bend will pay an additional \$65,828.68 to Snoqualmie for those four months (\$236,306.17 less \$219,849.00 = \$16,457.17; \$16,457.17 x 4 months = \$65,828.68). The retroactive fee payment shall be due within thirty (30) days of the date this Agreement has been fully executed by both parties.

**Table 1: Monthly Amounts Due**

<b>Month</b>	<b>Amount Due</b>
June 2025	\$236,306.17
July 2025	\$236,306.17
August 2025	\$236,306.16
September 2025	\$236,306.17
October 2025	\$236,306.17
November 2025	\$236,306.16
December 2025	\$236,306.17
January 2026	\$294,000.00
February 2026	\$294,000.00
March 2026	\$294,000.00

- ii. **Fee Amount Payment.** North Bend shall pay the fee amounts in Table 1 above within 30 days of the end of the month.
- iii. **No Overtime; No Pro Rata Reductions.** The parties understand and agree that Snoqualmie shall not be entitled to recover additional costs, such as overtime, incurred in connection with this Agreement. The parties further understand and agree that North Bend shall not be entitled to pro rata reductions in the monthly or retroactive fees. The provisions of this Subsection 5.iii shall not be construed to prohibit changes in compensation due to changes in the scope of services as described in Section 6 below.
6. **Change in Scope of Services and Compensation.** This Agreement covers the current corporate limits of North Bend and will support existing North Bend municipal codes, ordinances, policies, and population. North Bend shall alert Snoqualmie as soon as practicable of any change that may impact scope of service or compensation. By way of example but not exclusionary, the following may cause a change in scope of service and North Bend would provide notice to Snoqualmie: annexation, population growth, additional community events, changes in federal or state law; changes to North Bend municipal code; and, North Bend requests a change in the level of police

presence or level of service. The parties agree to meet and negotiate in good faith regarding any change to scope of service.

- i. Changes due to Annexation or Ordinance Enactment. If a projected annexation or ordinance enactment by North Bend would significantly impact service delivery and accordingly the compensation provided under this Agreement, North Bend will endeavor to provide prior notice to Snoqualmie and the parties will meet in good faith to negotiate appropriate changes in this Agreement.
- ii. Change in State or Federal Law. The parties understand that changes in state or federal law may also impact the requirements of delivery of police service and its cost, and either party may initiate negotiation for changes in this Agreement required to address unanticipated and significant burdens created by changes in state or federal law.

7. **Transition Costs.** After the termination of this Agreement, Snoqualmie shall continue to provide any necessary personnel as witnesses in ongoing matters, and shall cooperate with North Bend's Prosecutor and Public Defender in the administration of the criminal justice system as part of the prosecution of offenses including attending court proceedings, depositions, interviews, and other proceedings as appropriate.

- i. Snoqualmie will be using the following rate for all staff: \$128.42 per hour. This rate shall automatically increase by the June-June CPI-W as published by the federal bureau of labor statistics, CWUR0000SAO, beginning June 30, 2026, each year, beginning January 1, 2027.
- ii. Snoqualmie shall submit monthly invoices for any transition costs to North Bend; invoices shall detail the personnel involved, the purpose of the services, and the respective hours expended.
- iii. In no instance shall transition costs exceed \$100,000.00 and will be limited to 36 months after termination of this Agreement.
- iv. This provision shall commence upon and specifically survive the termination of this Agreement, and the indemnification provisions contained in this Agreement shall apply to all transition-related services described herein.

8. **Equipment Replacement and Repair Fund (ERRF).**

- i. The parties agree to end the North Bend ERRF. Snoqualmie shall no longer be required to maintain funds in a separate North Bend ERRF account or to make monthly deposits into the North Bend ERRF account. North Bend agrees without limitation to waive any requirements or claims under prior police services interlocal agreements regarding the ERRF or title to vehicles.
- ii. In the event of termination or at the end of the term of this Agreement, Snoqualmie shall pay to North Bend \$240,000.00 and transfer title of the following four (4) vehicles to North Bend: (1) Vehicle #107 (Ford Explorer SUV 4x4), (2) Vehicle #108 (Ford Explorer SUV 4x4), (3) Vehicle #110 (Ford Explorer SUV 4x4), and (4) Vehicle #111 (Ford Explorer SUV 4x4).

9. **Indemnification.** The parties shall each indemnify the other as follows:

- i. **Snoqualmie Indemnity.** Snoqualmie shall protect, defend, indemnify, and save harmless North Bend, its officers, elected officials, agents, volunteers, and employees from any and all costs, claims, judgments, or awards of damages (including costs and reasonable attorney fees), arising out of or in any way resulting from the negligent acts, errors or omissions of Snoqualmie, its officers, employees, and agents in performing this Agreement. Snoqualmie shall maintain insurance coverage through Washington Cities Insurance Authority or if Snoqualmie elects to change its insurance coverage such replacement insurance shall be in the same or greater amounts than the current WCIA coverage.
- ii. **North Bend Indemnity.** North Bend shall protect, defend, indemnify, and save harmless Snoqualmie, its officers, elected officials, employees, volunteers, and agents from any and all costs, claims, judgments, or awards of damages (including costs and reasonable attorney fees), arising out of or in any way resulting from the negligent acts, errors or omissions of North Bend, its officers, employees, or agents in performing this Agreement. North Bend shall maintain insurance coverage through AWC-RMSA or if North Bend elects to change its insurance coverage such replacement insurance shall be in the same or greater amounts than the current AWC-RMSA coverage.
- iii. **Survival of Indemnities.** The provisions of this section shall survive the expiration or termination of this Agreement.
- iv. **Liability Related to North Bend Ordinances, Policies, Rules, and Regulations.** In executing this Agreement, the City of Snoqualmie does not assume liability or responsibility for or in any way release the City of North Bend from any liability or responsibility which arises in whole or in part from the existence or effect of City of North Bend ordinances, policies, rules, or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City of North Bend ordinance, policy, rule or regulation is at issue, the City of North Bend shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City of Snoqualmie, the City of North Bend, or both, the City of North Bend shall satisfy the same, including all chargeable costs and reasonable attorneys' fees.
- v. **Actions Contesting Agreement.** Each party shall appear and defend any action or legal proceeding brought to determine or contest: (i) the validity of this Agreement and/or (ii) the legal authority of North Bend and/or Snoqualmie to undertake the activities contemplated by this Agreement. If both parties to this Agreement are not named as parties to such action, the party named shall give the other party prompt notice of the action and the unnamed party shall move to intervene. Each party shall bear any costs and expenses taxed by the court against it separately, provided, any costs and expenses assessed by a court against both parties jointly shall be shared equally.

10. **Law Enforcement Authority Conferred.** North Bend hereby confers upon all officers of SPD all powers necessary to enforce North Bend codes, ordinances, policies, and rules within the corporate limits of North Bend as they currently exist or are subsequently modified. North Bend may, at its option, designate the Snoqualmie Police Chief as the Police Chief for North Bend, provided that nothing herein shall be interpreted to allow North Bend to direct police personnel

assigned under this Agreement nor to interfere in anyway with the SPD chain of command.

**11. Administration of Personnel.**

- i. All personnel assigned to North Bend shall be employed by the City of Snoqualmie and governed by Snoqualmie and SPD policies and rules. Recruitment, replacement, and performance of all personnel shall be in accordance with such rules and policies, provided however that Snoqualmie shall consult with the North Bend Mayor and/or City Administrator regarding hiring decisions, and North Bend may communicate performance issues regarding personnel assigned to North Bend to the Snoqualmie Police Chief or as appropriate to the Snoqualmie Mayor and/or City Administrator.
- ii. Any change in the management or organizational structure of SPD shall be communicated to North Bend as soon as practical. The North Bend Mayor and/or City Administrator shall be entitled to provide opinions and recommendations in the selection of the Chief or Captain if these positions turn over, provided that the Snoqualmie Mayor and Snoqualmie Council shall retain the right to make final appointments and confirmations of these positions.

**12. Dispute Resolution.** Resolution of all disputes regarding the interpretation, performance, or enforcement of this Agreement shall be governed by Washington law and shall proceed according to the below steps. Both parties agree to participate in the below steps in good faith.

- i. Meet and Confer. Either party may give written notice to the other party of a dispute requiring resolution. The Mayors of Snoqualmie and North Bend and/or their designees shall meet and confer to discuss and attempt to resolve all issues arising under this Agreement.
- ii. Mediation. If the Mayors are unable to resolve the disputes within 30 days following the written notice described above, the parties will submit the unresolved disputes to mediation. The mediation shall be conducted before a mediator mutually agreeable to the parties and shall be held within 90 days of the initial written notice of dispute, unless the parties agree to additional time. All fees and expenses for mediation shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.
- iii. Arbitration. If the mediation is unsuccessful, or if the parties agree to waive mediation, then the parties may submit any issue not resolved by meeting and conferring and mediation to arbitration in lieu of any remedy through court action. All fees and expenses for arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

**13. Independent Contractor.** Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of North Bend a Snoqualmie employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or

any other rights or privileges accorded Snoqualmie employees by virtue of their employment. Nothing in this Agreement shall make any employee of Snoqualmie a North Bend employee for any purpose, including but not limited to for withholding taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded North Bend employees by virtue of their employment. At all times pertinent hereto, employees of Snoqualmie are acting as Snoqualmie employees and employees of North Bend are acting as North Bend employees.

14. **Notices.** Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, or by nationally recognized overnight courier service, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other party:

To Snoqualmie:  
City Administrator  
City of Snoqualmie  
P.O. Box 987  
38624 River Street  
Snoqualmie, WA 98065

To North Bend:  
City Administrator  
City of North Bend  
920 SE Cedar Falls Way  
North Bend, WA 98045

15. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement established by legal process to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect.
16. **RCW 39.34 Provisions.**
- i. This Agreement shall be administered by the City Administrator of the parties.
  - ii. No separate legal entity will be created for the provision of the services.
  - iii. There will be no joint acquisition of real or personal property.
  - iv. This Agreement shall be filed for recording with the King County Department of Records upon full execution or posted on Snoqualmie's and North Bend's respective websites listed by subject matter.
17. **Dismissal of the Lawsuit.** Within five days of the date all parties have executed this Agreement, the parties will file a stipulated dismissal of the Lawsuit.
18. **General Provisions.**

- i. This Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Agreement, provided, the recitals may be consulted to determine the intent of the parties as to any question which may arise.
- ii. No provision of this Agreement may be amended or modified except by written agreement signed by duly authorized representatives of the parties.
- iii. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
- iv. The rights, duties, and obligations of either party to this Agreement shall not be assignable.
- v. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them regarding the subject matter thereof. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

AGREED TO AND ACKNOWLEDGED BY:

CITY OF SNOQUALMIE:

CITY OF NORTH BEND:

By: \_\_\_\_\_  
Katherine Ross, Mayor

By: \_\_\_\_\_  
Mary Miller, Mayor

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By direction of the respective City Councils taken on:

\_\_\_\_\_

\_\_\_\_\_

Attest:

\_\_\_\_\_  
Deana Dean, City Clerk

\_\_\_\_\_  
Susie Oppedal, City Clerk

Approved as to Form:

\_\_\_\_\_  
Dena Burke, City Attorney

\_\_\_\_\_  
Kendra Rosenberg, City Attorney