

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

THIS RENEWAL INTERLOCAL AGREEMENT FOR POLICE SERVICES

(Renewal Agreement) is entered into between the City of North Bend, a Washington municipal corporation (North Bend) and the City of Snoqualmie, a Washington municipal corporation (Snoqualmie) and effective as provided herein.

I.

RECITALS

A. North Bend and Snoqualmie are each authorized under Washington law to form and operate a police department.

B. The Interlocal Cooperation Act, chapter 39.34 RCW, authorizes municipal corporations to contract with one another to perform any act that each is independently authorized to perform.

C. Snoqualmie has previously formed and currently operates the Snoqualmie Police Department (SPD).

D. North Bend currently contracts with Snoqualmie for the provision of police services under the terms and conditions of that certain Interlocal Agreement for Police Services dated September 10, 2012, as amended by First Amendment dated May 13, 2013 and Second Amendment dated April 13, 2015 (collectively “the Original Agreement”).

E. North Bend and Snoqualmie wish to renew the Original Agreement under the terms and conditions of this Renewal Agreement (“Renewal Agreement”).

F. Snoqualmie wishes to provide police services to North Bend on the terms and conditions set forth in this Renewal Agreement.

G. North Bend has requested a fixed annual fee schedule, including operating costs, in consideration of which Snoqualmie has required a five-year minimum term, and eighteen months’ notice of intent from either party to terminate as the sole means of termination.

H. The parties intend that Snoqualmie be compensated as nearly as possible for its actual costs of providing police services to North Bend and there shall be neither profit nor subsidy in the rates for such services.

I. The parties enter into this Renewal Agreement in consideration of the mutual covenants and promises set forth in this Renewal Agreement, the mutual benefits to be derived by each and in the exercise of authority granted by the Interlocal Cooperation Act.

II

RENEWAL AGREEMENT

1. **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:

a. **Coverage.**

i. **Minimum Dedicated Officer(s).** Provide a minimum of one (1) officer on duty within the corporate limits of North Bend at all times (24 hours per day, 365 days per year), subject only to necessary priorities caused by critical concurrent calls for service. “Critical concurrent calls for service” mean those calls requiring a response by a North Bend officer(s) to a Snoqualmie incident under the Snoqualmie Police Department Standard Operation Procedures to protect officer safety.

ii. **Patrol Shifts.** Patrol shifts will be scheduled so there is sufficient overlap for shift change in order to ensure that an officer coming on-shift has completed any administrative tasks and is actually on patrol prior to the completion of the shift by the officer going off-shift.

b. **Staffing.** Under the Original Agreement, Snoqualmie hired nine (9) full-time equivalents (FTEs) consisting of eight (8) full-time police officers and one (1) records administration position; provided, any Snoqualmie police officer may be assigned to work in North Bend. As part of this Renewal Agreement, Snoqualmie has requested and

North Bend has agreed to pay for an additional two and one-half (2.5) FTEs consisting of (1) two Sergeants provided that such Sergeants are assigned to patrol in North Bend when not performing general supervisory duties and provided further, that Snoqualmie maintains a minimum staffing level of four (4) sergeants; and (2) 50% of a FTE Police Support Officer performing prisoner and court transport services so long as North Bend's prisoner population requires at least 50% of this FTE's services. "General supervisory duties" include creating work schedules for the officers, participating in officer performance reviews or providing command services during a critical incident and other supervisory duties normally associated with the police service.

i. Administration. Snoqualmie will provide administration through a Police Chief, Police Captain, Sergeants, Police Support Officer (PSO), Records Technician and Administrative Coordinators and any compensation for such positions is included in the annual fee set forth in Section 5 of this Renewal Agreement.

ii. Consultation. Snoqualmie will consult with the North Bend City Administrator on proposed hires but shall retain sole decision-making authority.

c. Service and Assigned Duties. Assigned personnel shall:

i. Conduct police patrols on both a regular and irregular basis or as specifically requested by North Bend, to include nightly business checks, foot patrol, bike patrol and an emphasis on patrols to target problems areas;

ii. Respond immediately and appropriately to all calls for service, subject only to priorities caused by critical concurrent calls for service; provide backup for a North Bend responding officer from officers patrolling in Snoqualmie, if necessary; and implement the community-based policing model in North Bend;

- iii. Investigate criminal activity and suspected criminal activity;
- iv. Enforce traffic codes as necessary, including spot radar enforcement and the use of radar “speed trailers” to alert drivers of speed limits;
- v. Cooperate with North Bend’s Prosecutor and Public Defender in the administration of the criminal justice system as part of the prosecution of misdemeanors and infractions including attending court proceedings;
- vi. Provide vacation house checks when requested;
- vii. 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;
- viii. 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;
- ix. Assist the North Bend City Administrator and Mayor in preparing response to queries from County, State, local and other jurisdictions in matters relating to law enforcement needs and activities, jail facilities, reports and similar matters;
- x. Maintain close liaison with North Bend officials concerning law enforcement matters;
- xi. Attend and provide security at North Bend City Council meetings. Also attend as requested and appropriate, Council Committee meetings, Community Events, management team meetings, and other related meetings;
- xii. Provide other law enforcement services currently routinely performed by the Snoqualmie Police Department for the City of Snoqualmie, as well as those other law

enforcement services typically provided by a city 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 snows that result in the closure of I-90; all necessary traffic controls on North Bend streets resulting from such I-90 closures. "Other law enforcement services" provided under this this subparagraph shall include enforcement and administration of North Bend's False Alarm Ordinance commencing at such time when North Bend has revised its False Alarm ordinance to be substantially consistent with the requirements and procedures contained in Snoqualmie's False Alarm Ordinance Chapter 9.08 SMC. If North Bend so revises its False Alarm ordinance, Snoqualmie's costs incurred in administering the revised False Alarm Ordinance shall be included in the fees paid pursuant to Section 5, below.

xiii. Provide extended Community Oriented Policing services including crime prevention, facility tours, safety training for city staff, residents and businesses and home owner associations, school and day care presentations, bicycle safety rodeo, prescription drug disposal service, and participation in Chamber of Commerce and/or other business associations;

xiv. Coordination of and transport of inmates for booking into the Issaquah Jail and other jail(s) designated by North Bend and transport to court proceedings;

xv. Assist victims and witnesses at crime scenes;

xvi. Preserve crime scenes;

xvii. Retain evidence; and

xviii. 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. Public records requests made for issues related to police services in North Bend will be processed through the North Bend public records request procedure and forwarded to the Snoqualmie Police Records section for the appropriate response within required timelines.

d. Investigations.

i. As is common for a city the size of North Bend, the police officer who responds to a call for service will see that incident through to its resolution including completing most investigations.

ii. Complex investigations that may require the officer's full-time attention for an extended period of time will be addressed on a case by case basis. In order to maintain consistent patrol presence, a North Bend officer may be temporarily assigned to investigations and that officer's position will be backfilled with additional patrol personnel.

iii. Crimes that require an immediate need for additional officers and investigators will receive a response from the Coalition of Small Police Agencies (CSPA) and the Major Crimes Task Force (MCTF). The MCTF is comprised of one Commander, three Incident Scene Commanders and fifteen Detectives. MCTF personnel will be selected from the twelve or more participating police agencies that comprise CSPA based upon their experience, skill set and ability to work in a task force environment. The purpose of the MCTF is to assist the requesting CSPA agency with the initial investigation with as many investigators as necessary and gradually reduce that staffing level to the point where the requesting agency is utilizing their own investigators.

iv. Should a crime occur within the city limits of North Bend that requires the MCTF, the Snoqualmie Police Department (“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 events and will assist in coordinating press releases utilizing the SPD Public Information Officer.

e. Prosecution Legal Services. The SPD Records Department will coordinate the filing of traffic infractions and misdemeanor cases with the North Bend Municipal Court operating in Issaquah or such other court as designated by North Bend, and with the North Bend Prosecutor’s Office. Prosecution and Public Defender services will be provided by North Bend, at its sole expense.

f. Additional Services. Provide any extraordinary police services through contract with outside agencies after North Bend’s prior approval for such contract services, which will be billed to North Bend in the amount for which Snoqualmie is billed for such services, provided, however, if in emergency circumstances exist which immediately affect public safety, the prior approval of North Bend shall not be required.

g. Community Events. Provide extra police personnel for patrolling or other duties, if required as determined by the Snoqualmie Police Chief and if first authorized by the Mayor or City Administrator of North Bend, for those recurring community events in North Bend as established in the calendar years 2017 and 2018, at no additional charge except as provided herein. If North Bend requests coverage for a significant, new community event not conducted in 2017 and 2018, and North Bend Mayor and City Administrator authorize and the Snoqualmie Police Chief determines in his or her reasonable discretion that such new community events require police presence in addition

to the officers assigned to North Bend under this Agreement, the parties will negotiate the cost of coverage as provided in Section 2, below. If North Bend elects to reduce its level of police service to less than seven (7) police officers pursuant to Section 2, below, North Bend will be billed at the standard or overtime hourly rate of the officers utilized for such community events, as applicable; provided that if such regularly scheduled community events allow for advance shift scheduling during regular North Bend hours, (e.g. Festival of Mt. Si and the North Bend Block Party), North Bend shall pay standard hourly rates only (rather than overtime) for such services.

h. North Bend Vehicle Marking. SPD vehicles assigned to North Bend shall be marked, in addition to other markings identifying the Snoqualmie Police Department vehicle as serving “North Bend.” Uniforms shall be marked with the patch, existing on the date of execution of this Agreement which includes designation of “North Bend.”

2. Change in Scope of Services and Compensation.

This Renewal Agreement covers the current corporate limits of North Bend and will support existing North Bend municipal criminal codes, ordinances and policies. In the event that future annexations, significant population growth or significant changes in State of Washington or North Bend criminal codes substantially impair the ability of Snoqualmie to deliver the services described in Section 1 of this Renewal Agreement, or in the event North Bend requests a significant change in the level of service provided therein, the parties agree to meet to negotiate in good faith pursuant to the following process:

a. Changes Due to Annexation or Ordinance Enactment. In the event that 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 Renewal Agreement. Snoqualmie may also trigger such negotiations if it finds a significant change in circumstance has impacted service delivery.

- b. 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 actual cost and either party may initiate negotiation for changes in this Renewal Agreement required to address unanticipated and significant burdens created by changes in state or federal law.
- c. Changes in Service Level Initiated by North Bend. Nothing in this Renewal Agreement limits the legislative discretion of the North Bend City Council to initiate a change in the manner in which it exercises its police powers. In order to provide for an orderly coordination with each party's budget process, changes in service level shall be undertaken in accord with the following process:

At any time, North Bend may provide 240 days' notice to change the level of service established in Section 1 and Compensation levels in Section 5; provided that the parties agree North Bend shall not reduce the police officer level of service to less than 6 police officers. The reduction in the Compensation shall be equal to \$157,100.00 per officer for 2019. This amount shall be increased annually by the same percentage increase in the annual rates described in Section 5 of this Renewal Agreement.

- d. “Actual Cost.” The guiding principle in the parties’ establishment of the compensation levels in Section 5 and in any renegotiation triggered by this Section is the parties’ intent to set compensation levels using “actual cost.” “Actual cost” is a reasonable approximation of actual costs per officer and support staff described in Section 5 with neither a profit nor a loss to Snoqualmie. The use of actual cost will be central to the good faith negotiations of the parties.
- e. Preservation of Legislative Discretion. In order to preserve the legislative discretion of the Snoqualmie and North Bend City Councils over their respective budgets and policy standards, the arbitration clause set forth in Section 10(c) is limited to the interpretation and implementation of the existing Agreement. The arbitrator shall have no authority to adjust the service delivery standards of Section 1 nor the compensation levels set by Section 5 of this Renewal Agreement for any future renewal form.

3. Term /Renewal.

- a. Term. This Renewal Agreement shall be effective for a term commencing in the date of execution of this Agreement by the parties and continuing until December 31, 2024 unless terminated earlier pursuant to Section 4 (“Term”).
- b. Renewal Term. The Term may be extended upon mutual agreement between the parties. If this Renewal Agreement is not terminated during the Term as described in Section 4, this Renewal Agreement shall automatically renew for one or more additional five (5) year periods based upon the same terms and conditions set forth in

this Renewal Agreement, except for adjustment of the annual fee, or as otherwise amended by mutual agreement of the parties (Renewal Term). The fee formula for any Renewal Term shall be negotiated as described in Section 5 “Compensation

4. Termination.

Either North Bend or Snoqualmie may terminate this Renewal Agreement during the Term or any Renewal Term upon eighteen (18) months’ prior notice commencing on or after full execution of this Renewal Agreement by delivering written notice to the other of its intent to terminate this Renewal Agreement. This is the sole method of termination for this Renewal Agreement. In the event of termination of this Renewal Agreement, the parties will work cooperatively to ensure the orderly transition of police services.

5. Compensation.

- a. **Fee During Term.** During the Term, North Bend shall pay Snoqualmie the following amounts in equal monthly installments as full payment for the Services:

	Annualized rate of
January 1, 2019 through December 31, 2019	\$1,860,916*
January 1, 2020 through December 31, 2020	\$1,963,266
January 1, 2021 through December 31, 2021	\$2,071,246
January 1, 2022 through December 31, 2022	\$2,185,164
January 1, 2023 through December 31, 2023	\$2,305,348
January 1, 2024 through December 31, 2024	\$2,432,143

*2019 annualized rate of \$1,860,916 adjusted to reflect actual 2019 payments for January, February, March and any other month under the Original Agreement and made prior to final approval of this Renewal Agreement.

b. Information from Snoqualmie. At least twenty four (24) months prior to the expiration of the Term of this Renewal Agreement and thereafter, on or before September 1 during any Renewal Term, Snoqualmie will provide North Bend with a calculation of its fully loaded actual cost per officer and for support staff described in Section 5 (d) below for the preceding year plus any cost of living adjustments to be used to calculate the proposal for any subsequent Renewal Term. If North Bend disputes the cost as calculated by Snoqualmie, the dispute will be subject to dispute resolution described in Section 10 through mediation but shall not be cause for termination of this Agreement except in compliance with Section 4 of this Agreement.

c. Holdover Fee Formula. In the event that the parties are not able to agree and this agreement is terminated, the compensation level for any holdover period beyond that provided for above shall be the compensation set for the period commencing January 1, 2024 plus five percent (5%).

d. Intent of Parties: Compensation negotiation for renewal terms shall be based on the following assumptions:

1. Salary and benefit costs as well as the cost of fully equipping and training 6 to 8 police officers, 2 sergeants, and 1 records technician FTEs; provided, if Snoqualmie reduces its management staff below the current four (4) Sergeants and/or support staff below the current 2 records technicians, North Bend's allocation of such staff and cost will be reduced pro rata.
2. Salary and benefit costs as well as the cost of fully equipping and training

50% of 1 police support officer; provided that if Snoqualmie reduces this position to less than full time, North Bend's allocation shall be reduced pro rata.

3 Twelve percent (12%) of the salary and benefit costs of the Snoqualmie Chief and Captain provided, if Snoqualmie reduces its management staff to less than the Chief and Captain, North Bend's allocation will be reduced pro rata.;

4. Dispatch Services paid to the City of Issaquah or other contract provider, which cost shall be divided among Snoqualmie and North Bend based upon North Bend and Snoqualmie's respective total number of calls for service;

5. A contribution to the Equipment Replacement Repair Fund (ERRF) described in Section 6 of this Renewal Agreement, in an amount necessary to replace the total number of patrol vehicles North Bend has approved after the expiration of the vehicles' useful life (currently four police vehicles and 50% of a prisoner transport van).

6. Fuel, repair and insurance costs for North Bend vehicles;

7. Office Overhead. Office overhead is a term which includes costs associated with a facility including without limitation custodial costs, space rental costs, maintenance and repairs and property insurance. North Bend will provide office overhead for its assigned FTEs (excluding the Records Technician) at the North Bend City Hall and will charge no rental rate to Snoqualmie for such use. Correspondingly, Snoqualmie will provide other general overhead to the FTEs assigned to North Bend and shall not charge a separate fee to North Bend for such overhead except for any fee included in the compensation provided for in Section 5(a), above.

The parties intend that Snoqualmie be compensated as nearly as possible for its actual direct costs of providing police services to North Bend and there shall be neither profit nor subsidy in the rates for such services. Snoqualmie has certain costs associated with operating its police department which will continue with or without this Renewal Agreement and such costs shall not be considered “direct or indirect costs”. The foregoing fee assumptions are intended to capture direct costs to Snoqualmie associated with this Renewal ILA but not to subsidize Snoqualmie’s direct or indirect costs associated with operating the Snoqualmie Police Department.

6. Equipment Replacement and Repair Fund (ERRF).

- a. North Bend’s Purchase of Existing Patrol Vehicles. North Bend previously paid to Snoqualmie certain start-up costs including without limitation funds to purchase four (4) fully equipped patrol vehicles (“Patrol Vehicles”). The Patrol Vehicles have a useful life of approximately five to six years and Snoqualmie intends to sell the Patrol Vehicles purchased under the Original Agreement on or before December 31, 2021.
- b. North Bend’s Contribution for Police Vehicles. North Bend agrees to pay Snoqualmie two installments each of One Hundred and Fifty-Seven Thousand Five Hundred and Twenty-Five Dollars and NO/100 (\$157,525.00) on January 1, 2020 and on January 1, 2021 for the purpose of purchasing four (4) new fully loaded and equipped Ford Explorer SUVs and contributing 50% toward the purchase of a new prisoner transport van. The actual costs of the contribution shall be based upon factory purchase invoices Snoqualmie will provide to North Bend; provided, however, in no event shall North Bend’s total contribution for the replacement patrol vehicles and prisoner van exceed Three Hundred

Fifteen and Fifty Dollars and NO/100 (\$315,050.00).

- c. Creation of ERRF. Snoqualmie shall create a North Bend Equipment Replacement and Repair Fund in its budget (North Bend ERRF). The North Bend ERRF shall include a schedule for North Bend vehicles which will be listed by vin number and Snoqualmie will track the vehicle's useful life on this schedule. Funds deposited into the North Bend ERRF will be placed in an interest earning account. Snoqualmie shall deposit any proceeds from the sale of the Patrol Vehicles in the North Bend ERRF and shall further deposit Five Thousand Eight Hundred and Thirty-Three Dollars and 33/100 (\$5,833.33) a month from North Bend's monthly installments made under Section 5 of this Renewal Agreement into the ERRF. Funds from this North Bend ERRF may only be distributed for (i) the purpose of purchasing replacement North Bend police vehicles or contributing 50% toward the replacement of the prisoner transport van at the end of the Term of this Renewal Agreement (Replacement Vehicles") if North Bend elects to further renew this Renewal Agreement; or (2) distributed back to North Bend, with accrued interest, in the event North Bend elects to terminate during the Term of this Renewal Agreement or future Renewal Term.
- d. Title Transfer Upon Termination. In the event of termination pursuant to Section 4 of this Renewal Agreement, Snoqualmie shall transfer title of the North Bend police vehicles described in the North Bend EFR schedule; shall reimburse North Bend for its 50% contribution for the police transport van (adjusted for depreciation if such police transport van has been purchased at the time of termination); and shall further pay to North Bend any remaining balance plus accrued interest in the North Bend ERRF within ninety (90) days of such termination. .

7. Indemnification.

The parties shall each indemnify the other as follows:

- a. Snoqualmie Indemnity. Snoqualmie shall protect, 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 all 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 Renewal 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.
- b. North Bend Indemnity. North Bend shall protect, defend, indemnify and save harmless Snoqualmie, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, 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 Renewal 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.
- c. Survival of Indemnities. The provisions of this section shall survive the expiration or termination of this Renewal Agreement.
- d. Liability Related to North Bend Ordinances, Policies, Rules and Regulations. In executing this Renewal 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.

- e. Actions Contesting Renewal Agreement. Each party shall appear and defend any action or legal proceeding brought to determine or contest: (i) the validity of this Renewal Agreement and/or (ii) the legal authority of North Bend and/or Snoqualmie to undertake the activities contemplated by this Renewal Agreement. If both parties to this Renewal Agreement are not named as parties to the action, the party named shall give the other party prompt notice of the action and such 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.

8. Law Enforcement Authority Conferred.

North Bend hereby confers upon all officers of the Snoqualmie Police Department assigned duty in North Bend all powers necessary to enforce North Bend codes, ordinances, policies and rules within the corporate limits of North Bend. North Bend may, at its option,

designate the Snoqualmie Chief of Police 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 Renewal Agreement nor to interfere in anyway with the SPD chain of command.

9. Administration of Personnel.

- a. 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 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.
- b. Any change in the management or organizational structure of the Snoqualmie Police Department shall be fully disclosed to North Bend in advance of its initiation and the North Bend Mayor and/or City Administrator shall be entitled to provide opinions and recommendations in the selection of the Chief or senior command personnel should these positions turn over during the Term or any Renewal Term; provided, that the Snoqualmie Mayor and Snoqualmie Council shall retain the right to make final appointment recommendations and confirmation of these positions.

10. Dispute Resolution. Resolution of all disputes regarding the interpretation, performance or enforcement of this Renewal Agreement will use the following steps:

- a. Meet and Confer. The Mayors of Snoqualmie and North Bend and/or their designees, will meet and confer to discuss and attempt to resolve all issues arising under this

Renewal Agreement.

- b. Mediation. Prior to binding arbitration, the parties will submit any issue to mediation, unless both parties waive mediation. 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.
- c. Binding Arbitration. Except as provided herein, the parties will submit any issue not resolved by meeting and conferring and mediation to binding arbitration in lieu of any remedy through court action. Binding arbitration shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the parties or through the American Arbitration Association. 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.

11. Independent Contractor.

Each party to this Renewal Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Renewal 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 Renewal 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.

12. 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, 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 Snoqualmie, WA 98065
To North Bend:	City Administrator City of North Bend P.O. Box 896 North Bend, WA 98045

13. Partial Invalidity.

Whenever possible, each provision of this Renewal Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Renewal Agreement which shall prove 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.

14. RCW 39.34 Provisions.

- a. This Renewal Agreement shall be administered by the respective City Administrators of the parties.
- b. No separate legal entity will be created for the provision on the Services.
- c. There will be no joint acquisition of real or personal property.
- d. This Renewal 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 web sites listed by subject matter.

15. General Provisions.

- a. This Renewal Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Renewal Agreement, provided, the recitals may be consulted to determine the intent of the parties as to any question which may arise.
- b. No provision of the Renewal Agreement may be amended or modified except by written agreement signed by the Parties.
- c. Any provision of this Renewal Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision.
- d. 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
- e. The rights, duties, and obligations of either party to this Renewal Agreement shall not be assignable.

- f. This Renewal Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. Time is of the essence of this Renewal Agreement and each and all of its provisions in which performance is a factor.

DATED this 14 day of May, 2019.

CITY OF SNOQUALMIE

By:


Matthew R. Larson, Mayor

By direction of the City Council

Taken May 13, 2019
AB19-040

Attest:


Jodi Warren, City Clerk

Approved as to Form:


Bob Sterbank, City Attorney

CITY OF NORTH BEND

By:


Kenneth G. Hearing, Mayor

By direction of the City Council

Taken 4/16/19 - AB19-065

Attest:


Susie Oppedal, City Clerk

Approved as to Form:


Eileen M. Keiffer, City Attorney