



NOTICE OF SPECIAL CITY COUNCIL MEETING

Notice is hereby given that the North Bend City Council has scheduled a Special Council Meeting on Thursday, May 29, 2025 at City Hall, at 3:00 p.m.

For additional information please contact the City Clerk at (425) 888-7627.

Posted May 28, 2025

SPECIAL CITY COUNCIL MEETING*

May 29, 2025 – AGENDA

City Hall, 920 SE Cedar Falls Way, North Bend, Washington

1. 3:00 P.M. Call to Order, Roll Call
2. **AB25-052** – Motion Authorizing Police Services Interlocal Agreement Mr. Larson
3. Executive Session – to discuss potential litigation, pursuant to RCW 42.30.110(1)(i)
4. Adjournment

***PLEASE NOTE:** Members of the public may choose to attend the meeting in person or by teleconference. Members of the public attending the meeting in-person will have an opportunity to provide public comment and if attending the meeting by teleconference may submit written comments via in-person drop off, mail, fax, or e-mail to Clerks@northbendwa.gov. All written comments must be received by 1 p.m. on the day of the scheduled meeting and may not exceed 350 words. If an individual requires accommodation to allow for remote oral comment because of a difficulty attending a meeting of the governing body, the City requests notice of the need for accommodation by 1:00 p.m. on the day of the scheduled meeting. Participants can request accommodation to be able to provide a remote oral comment by contacting the City Clerk's Office in person, by phone (425) 888-1211 or by email: Clerks@northbendwa.gov. No other remote public comment will be permitted.

Those wishing to access the meeting by teleconference will be required to have a registered Zoom account and display your full name to be admitted to the online meeting.

Zoom Meeting Information:

To Sign Up for a Zoom Account: <https://zoom.us/join>

Meeting ID: 409 007 2718

Call In Phone Number: 1-253-215-8782



City Council Agenda Bill

SUBJECT:		Agenda Date: May 29, 2025		AB25-052	
Motion Authorizing the Mayor to Execute and Administer an Interlocal Agreement with the City of Snoqualmie for Police Services for the period June 1, 2025 through March 31, 2026	Department/Committee/Individual				
	Mayor Mary Miller				
	City Administrator (Interim) – Bob Larson				X
	City Attorney – Kendra Rosenberg				
	City Clerk – Susie Oppedal				
	Administrative Services – Lisa Escobar				
	Comm. & Economic Development – James Henderson				
	Finance – Martin Chaw				
Cost Impact: \$2,648,208 (June 1, 2025-March 31, 2026)	Public Works – Mark Rigos				
Fund Source: General Fund	Information Technology – Phillip Davenport				
Timeline: by 5/28/2025					
Attachments:					
City of Snoqualmie Proposed Interlocal Agreement dated May 20, 2025					
Notice of Termination from North Bend to Snoqualmie dated May 21, 2025					
Mayor Ross letter to North Bend dated May 27, 2025					
SUMMARY STATEMENT:					
The City of North Bend currently receives policing services from the City of Snoqualmie under an Interlocal Agreement. The current 2025 Renewal Interlocal Agreement (“2025 Renewal ILA”) provides for policing services to North Bend through May 31, 2025 at a cost of \$236,306 per month.					
After a deliberate and transparent public process, the North Bend City Council voted unanimously to enter into an Interlocal Agreement with King County for the provision of police services and to include an 18-month transition period from Snoqualmie to King County. On May 20, 2025, the City of Snoqualmie issued a proposed Police Services Interlocal Agreement (PSILA) to provide continued policing services for the 10-month period from June 1, 2025 through March 31, 2026 at total cost of \$2,648,208, with a rate of \$236,306.17 for the months of June through December of 2025 and an increase to \$331,355.08 from January through March of 2026 (an average of \$264,820.80 per month).					
The City of North Bend issued a formal Notice of 18-Month Termination for the City of Snoqualmie Police Services Contract consistent with the agreement between the cities. Following this Notice, on May 27, 2025, the City of Snoqualmie transmitted two documents:					
1. A letter from Mayor Ross wherein she proclaimed that “[w]ithout a signed interim agreement, beginning 12:00 a.m. on June 1, Snoqualmie will no longer be able to legally provide police service to North Bend.”					
2. A proposed Interim Agreement extending negotiations between the two cities, during which time the City of Snoqualmie will continue to provide policing services to North Bend while both parties continue to negotiate the terms and cost of continued police services during the termination period.					
While North Bend disagrees with Snoqualmie’s assertions in the letter, public safety is of paramount importance. Accordingly, the City Council will consider an interim interlocal agreement for the provision of police services to begin June 1, 2025. Given the Open Public Meetings Act requirements, the City of North Bend will convene a Special Meeting to consider this matter.					
City staff recommend that Council accept and approve the PSILA as proposed.					

City Council Agenda Bill

Accept the proposed Police Services Interlocal Agreement dated May 20, 2025. Approval of this proposed ILA will ensure the City of North Bend continue to receive community policing services from the City of Snoqualmie for the next 10 months, from June 1, 2025 through March 31, 2026 and also allow the King County Sheriff's Office time to adjust resources to begin providing policing service to North Bend in the future.

APPLICABLE BRAND GUIDELINES: Maintaining quality public services to the community.

COMMITTEE REVIEW AND RECOMMENDATION: N/A.

RECOMMENDED ACTION: **Motion to approve AB25-052, authorizing the Mayor to Execute and Administer an Interlocal Agreement with the City of Snoqualmie for Police Services beginning on June 1, 2025, for an interim period not to exceed March of 2026.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
May 29, 2025		

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

This interlocal agreement ("ILA") 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 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 ILA prior to the expiration of the 2019 Renewal ILA on December 31, 2024.
9. On January 29, 2025, North Bend and Snoqualmie entered into a Renewal ILA extending the terms of the 2019 Renewal ILA and First Amendment to the 2019 Renewal ILA until the earlier of either the cities entering a new police services ILA or June 1, 2025.
10. On March 14, 2025, North Bend issued a Request for Proposals (RFP) for police services.
11. Both Snoqualmie and King County 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 ILA with King County.
13. The terms and conditions of the 2019 Renewal ILA, First Amendment to the 2019 Renewal ILA, and 2025 Renewal ILA under which Snoqualmie provides police services end on June 1, 2025.
14. North Bend is in need of police services during the transition to and stand up of King County police services.
15. Snoqualmie has offered to continue police services under a new ILA under the terms and conditions set forth in this ILA.
16. The parties enter into this ILA in consideration of the mutual covenants and promises set forth in the ILA, 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 ILA shall take effect on June 1, 2025, and shall terminate at midnight on March 31, 2026.
2. **Termination.** North Bend may terminate this agreement 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 ILA will not terminate until midnight on October 31, 2025. In the event of termination of this ILA, the parties will work cooperatively to ensure the orderly transition of police services. In the event the ILA 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.
3. **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 Sworn Officer. A minimum of one (1) sworn officer on duty within the corporate limits of North Bend .
 - ii. Staffing Level
 - a. Beginning on the Effective Date of this ILA, Snoqualmie shall make a reasonable effort to provide a level-of-service equivalent as practical 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 Administrative Sergeant; one Detective; one School Resource Officer; and, four (4) 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.
 - i. "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.
- l. Assist victims and witnesses at crime scenes, preserve crime scenes, and retain evidence from crime scenes.
- m. 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.
 - i. 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 will be addressed on a case-by-case basis. In order to maintain consistent patrol presence, Snoqualmie retains full decision-making authority on temporary assignment of an officer to investigations and that officer's position will be

- backfilled with additional patrol personnel.
- 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 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 additional to the biennial fee paid by North Bend.

4. **Compensation.**

- i. Flat Fee. For simplicity and efficiency of staff administrative time, the parties agree to a flat fee amount that North Bend shall pay Snoqualmie per Table 1 below. The flat fee amount shall not be adjusted unless mutually agreed to by both respective City Councils. North Bend shall not be entitled to any pro rata reduction or other reduction in fee.

Table 1: Monthly Amounts Due

Month	Amount Due
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	\$331,355.08
February 2026	\$331,355.08
March 2026	\$331,355.08

- ii. Fee Amount Payment. North Bend shall pay the fee amount in monthly installments within 30 days of the end of the month.

5. **Change in Scope of Services and Compensation.** This ILA 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 ILA, North Bend will endeavor to provide prior notice to Snoqualmie and the parties will meet in good faith to negotiate appropriate changes in this ILA. Snoqualmie may also trigger such negotiations if it finds a significant change in circumstance has impacted service delivery.
 - 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 ILA required to address unanticipated and significant burdens created by changes in state or federal law.
6. **Indemnification.** The parties shall each indemnify the other as follows:
- i. **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 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 ILA. 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 ILA. 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 ILA.
 - iv. **Liability Related to North Bend Ordinances, Policies, Rules, and Regulations.** In executing this ILA, 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 ILA. Each party shall appear and defend any action or legal proceeding brought to determine or contest: (i) the validity of this ILA and/or (ii) the legal authority of North Bend and/or Snoqualmie to undertake the activities contemplated by this ILA. If both parties to this ILA 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.
 - vi. Waiver of Rights and Claims Under Prior ILAs. Each party waives any interests, rights, or claims under any prior police services ILA between the parties.
7. **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 ILA nor to interfere in anyway with the SPD chain of command.
8. **Snoqualmie Police Advisory Committee (SNOPAC).** During the term of the ILA, Snoqualmie and North Bend agree to meet jointly to discuss police services provided by the Snoqualmie Police Department in a Snoqualmie Police Advisory Committee (SNOPAC). SNOPAC shall review and discuss the following: operational concept; staffing models; recent police incidents; new federal, state, and local laws; proposed federal, state, and local bills or laws; upcoming issues; statistical information; and budgets. SNOPAC and its members shall provide information only and shall not possess legislative authority.
- i. Members. SNOPAC shall be comprised of the following from each City: Mayor, three Council members, and City Administrator or designee.
 - ii. King County Member. Both parties agree that North Bend is transitioning police services to King County and will endeavor to facilitate having a representative of King County on SNOPAC as a member.
 - iii. Member Appointment. Each City shall appoint members and alternates to serve on SNOPAC utilizing their respective Council Rules and Procedures to make appointments.
 - iv. Secretary. The Snoqualmie Chief of Police or designee shall serve as the Secretary of SNOPAC. The role of the Secretary is to support the Chairperson in ensuring smooth functioning of SNOPAC.
 - v. Chairperson. The Snoqualmie Public Safety Chairperson shall be the Chairperson of SNOPAC.
 - vi. Non-Member Attendance. Each City may choose to have staff members attend, at the

- city's own discretion, and such staff members shall attend as non-committee members.
- vii. Regular Meetings. SNOPAC shall meet once a quarter, or four times per year, which will be held in lieu of a City of Snoqualmie Public Safety Committee meeting. City of Snoqualmie Public Safety Committee meetings are currently scheduled for the First and Third Monday of a month at 5 p.m. and held at Snoqualmie City Hall in the Council chambers. SNOPAC Chairperson shall endeavor to select a meeting date and time that is mutually agreeable to Committee members, but the SNOPAC Chairperson shall have authority for selecting the date and time of the meeting.
 - viii. Notice. Notice of a SNOPAC meeting shall be sent to all Committee members at least thirty (30) days prior to the meeting.
 - ix. Agenda Packet. The Snoqualmie City Clerk shall in collaboration with the SNOPAC Chairperson prepare an agenda packet for SNOPAC containing a copy of the agenda and all documentary materials. The agenda packet shall be distributed on or before 5:00 p.m. on the Thursday preceding the Monday for which the meeting is scheduled. Members may submit matters to be considered for the agenda to the SNOPAC Chairperson. The SNOPAC Chairperson shall have authority in setting the agenda, and such agendas shall be in compliance with subsections ix Minutes and xi Annual Reports.
 - x. Minutes. Snoqualmie staff shall be responsible for taking of minutes. Minutes shall be included in the subsequent SNOPAC meeting agenda packet. The SNOPAC Chairperson shall approve the minutes in consultation with members.
 - xi. Facilitation. SNOPAC meetings shall be facilitated by the SNOPAC Chairperson. No quorum of members is needed for a meeting to proceed.
9. **Snoqualmie Police Technical Working Group (SNOTEC).** In addition to SNOPAC, Snoqualmie and North Bend agree to establish a Snoqualmie Technical Working Group (SNOTEC) comprised of staff representatives from both cities. SNOTEC shall review and discuss Snoqualmie Police Department matters, including, but not limited to: operations; staffing; recent police incidents; statistical information; budgets; and, other emergent issues at the discretion of the SNOTEC Chairperson. The intent of SNOTEC is an informal staff level discussion of police services.
- i. Required Staff. SNOTEC shall be attended by the Snoqualmie Chief of Police, Police Captain, and at least one staff representative from each City within the following domains: City Administration, Finance, and Human Resources.
 - ii. King County Staff. Both parties agree that North Bend is transitioning police services to King County and will endeavor to facilitate having a representative of King County on SNOTEC.
 - iii. Additional Staff. Each City may choose to have its Mayor and/or additional staff members attend at the city's own discretion.
 - iv. Chairperson. The Snoqualmie Chief of Police or designee shall be the Chairperson of SNOTEC.
 - x. Regular Meetings. SNOTEC shall meet once per quarter, or four times per year, at least a week prior to each scheduled SNOPAC meeting. SNOTEC Chairperson shall endeavor to select a meeting date, time, and location that is mutually agreeable to required staff, but the SNOTEC Chairperson shall have authority for selecting the date, time, and location of the meeting.
 - xi. Facilitation. The meeting shall be facilitated by the SNOTEC Chairperson. No quorum of members is required for the meeting to proceed.
 - xii. Quarterly Reports. On or prior to each quarterly SNOTEC meeting, Snoqualmie shall provide North Bend with the following reports: a Snoqualmie Police report describing items of importance and providing statistics such as calls for service and average

response times; a year-to-date (YTD) budget-to-actuals report at the account level; and, a human resources report describing vacancies, recruitment efforts, and non-confidential union matters.

10. 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.

11. Dispute Resolution. Resolution of all disputes regarding the interpretation, performance, or enforcement of this ILA 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 ILA.
- 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. Binding Arbitration. If the mediation is unsuccessful, or if the parties agree to waive mediation, then 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. Arbitration shall be initiated by filing a demand with the American Arbitration Association (“AAA”) who shall administer the arbitration under the AAA Rules for Commercial Arbitration. 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.

Notwithstanding the provisions of this Section 11, nothing herein shall be construed to limit the rights of either party to seek temporary or preliminary injunctive relief in a court of competent jurisdiction where necessary to protect the party's vital interests.

12. **Independent Contractor.** Each party to this ILA is an independent contractor with respect to the subject matter herein. Nothing in this ILA 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 ILA 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.
13. **No Real or Personal Property Rights.** 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.
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 ILA shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this ILA 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 ILA 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 ILA 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. General Provisions.

- i. This ILA contains all of the agreements of the parties with respect to any matter covered or mentioned in this ILA, 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 ILA may be amended or modified except by written agreement signed by duly authorized representatives of the parties.
- iii. Any provision of this ILA which is declared invalid or illegal shall in no way affect or invalidate any other provision.
- iv. 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.
- v. The rights, duties, and obligations of either party to this ILA shall not be assignable.
- vi. This ILA 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 ILA 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

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



May 21, 2025

Katherine Ross, Mayor
City of Snoqualmie
38624 SE River Street
PO Box 987
Snoqualmie, WA 98065

City of Snoqualmie Police Services Contract – Notice of Termination

Dear Mayor Ross,

Pursuant to the Renewal Term, Section II(A), of the Interlocal Agreement Between the City of North Bend and the City of Snoqualmie for Police Service ("2025 Renewal ILA") and Section 4 of the Interlocal Agreement Between the City of North Bend and the City of Snoqualmie for Police Services Renewal Interlocal Agreement dated May 14, 2019 ("ILA"), as amended, (collectively, "Agreement"), this letter constitutes the City of North Bend's notice of termination of the Agreement.

The effective date for this notice of termination is May 31, 2025. Section II(A) of the 2025 Renewal ILA extends the term of the ILA until June 1, 2025. Section 4 of the ILA authorizes either party to terminate the ILA "during" the Term or any Renewal Term, as North Bend has done here, upon 18-months advance notice of termination. Accordingly, the Agreement shall expire on Monday, November 30, 2026, and North Bend remains obligated to make payments to Snoqualmie through that date pursuant to Section 5(c) of the ILA.

The City of North Bend wishes to acknowledge the professional police services provided by the City of Snoqualmie to date. Your statements during North Bend's public comment period on May 6th were well received and we appreciate that you and your staff will continue providing professional police services and engaging with us in good faith during the 18-month transition period prior to the expiration of the Agreement on November 30, 2026.

Sincerely,

Mary Miller
Mayor

Cc:

Bob Larson, City Administrator
City of North Bend Council
Kendra Rosenberg, City Attorney



Office of the Mayor

Katherine Ross

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Sent via e-mail and hand delivered on May 27, 2025

May 27, 2025

Re: Police Services Interlocal Agreement

Dear Mayor Miller:

As mentioned during my phone call and our in-person chat, both cities need to understand the path forward and timeline regarding police services. Snoqualmie's attorneys have reached out to your attorneys on multiple occasions, from May 13 to today.

As background, on January 29, 2025, North Bend and Snoqualmie entered into a Renewal Interlocal Agreement (ILA) that was effective January 1, 2025. This 2025 Renewal ILA extended the terms of the 2019 Renewal ILA and First Amendment to the 2019 Renewal ILA. Section II(A) of the January 2025 Renewal ILA states:

Pursuant to Section 3(b) all terms and conditions of the 2019 Renewal Interlocal Agreement and First Amendment to the 2019 Renewal Interlocal Agreement, except those amended in this Renewal Agreement, shall continue and remain in effect until the earlier of (i) June 1, 2025, or (ii) the approval of a new interlocal agreement for police services by the respective city councils of North Bend and Snoqualmie.
[Emphasis added].

Both cities agreed that the terms and conditions of the 2019 Renewal ILA, First Amendment to the 2019 ILA, and 2025 Renewal ILA end on June 1, 2025. Without any kind of interim agreement that includes a delegation of law enforcement authority to Snoqualmie police officers, I am concerned about the authority and legality of Snoqualmie police officers continuing to serve North Bend after 12:00 a.m. on June 1. Both the King County Prosecutor and contract municipal prosecutor law firm have expressed concerns that without formal conferment of law enforcement authority to Snoqualmie police officers the integrity of criminal cases may be impacted.

Snoqualmie is willing to support North Bend during this transition period and provide police services on an interim basis until King County assumes responsibility. Our attorneys have sent to your attorneys multiple proposed interim agreements, I am hopeful we can come together and do what is best to maintain public safety.

Please inform me by close of business on May 28 whether North Bend will agree to one of the proposed interim agreements. Without a signed interim agreement, beginning 12:00 a.m. on June 1, Snoqualmie will no longer be able to legally provide police services to North Bend.

Sincerely,


Mayor Katherine Ross

Cc:
Snoqualmie City Council
North Bend City Council
Snoqualmie City Administrator
North Bend City Administrator
Snoqualmie City Attorney
North Bend City Attorney
Ms. Hillary Evans
Mr. Jeremy Roller