



CITY OF SNOQUALMIE



PROPOSAL FOR

CONTRACTED POLICE SERVICES

PREPARED FOR :

City of North Bend





Office of the Mayor

Katherine Ross

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Snoqualmie, Washington 98065
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Bob Larson, Interim City Administrator
City of North Bend
920 SE Cedar Falls Way,
North Bend, WA, 98045.

Dear Bob:

Thank you for the opportunity to respond to the City of North Bend's Request for Proposal for Contracted Police Services. On behalf of the City of Snoqualmie, we are grateful for the longstanding public safety partnership between our cities. The Snoqualmie Police Department is deeply committed to supporting the residents of our neighboring communities, and we pride ourselves on an exceptional safety record that is highly valued by our residents.

The Snoqualmie Police Department's motto is there is "no call too small." Our police patrol division is now fully staffed for the first time since December of 2023. This is a significant milestone and positions us well into the future to serve our growing communities. As many cities are facing a challenge in law enforcement staffing, this is a testament to the high quality, local department we have cultivated who build a genuine sense of trust that other entities cannot easily replicate.

We are confident our proposal demonstrates our unique ability to effectively respond to North Bend's needs in a cost and resource efficient way. The proposal offers:

- The number of employees, minimum sworn officer level, and a shift schedule necessary to meet the recommendations of the Center for Public Safety Management (CPSM) report.
- A voice in the provision of police services through a joint advisory committee and technical working group.
- A competitive price that uses an easy-to-understand formula.

On behalf of the City of Snoqualmie, we appreciate your consideration as part of a thorough process to guide North Bend's decision on the future of police services. We believe that continuing our longstanding partnership is the strongest way we can collectively ensure our residents receive the level of service they deserve now and into the future.

Sincerely,

A handwritten signature in blue ink that reads "Katherine Ross".
Mayor Katherine Ross
City of Snoqualmie

SECTION #1: ORGANIZATION & PROPOSED SERVICES

LEADERSHIP & PATROL TEAM

The City of Snoqualmie is pleased to present our talented and hard-working leadership and patrol team to the City of North Bend, who would continue the commitment to our unwavering partnership between the two communities. After withstanding the challenges of the pandemic and the structural forces that have changed the nature of public safety, the Snoqualmie Police Department (“SPD”) is currently sustained by some long-serving, dedicated professionals mixed with energetic newcomers, both local and recent arrivals, who care deeply about public service. As a result of this mixture, the average tenure of the department is four and a half years.

Gary Horejsi,
Captain



Gary has 20 years of law enforcement experience, serving with SPD since 2024. He attended the San Antonio College Law Enforcement Academy and earned his First Level Supervisor Certification and an Associate Degree in Criminal Justice in 2022. He has served as a Field Training Officer, Taser Instructor, BAC and SFST Instructor, and has served as an Incident Commander and Commander of the Major Crimes Task Force. Gary is currently pursuing his bachelor's degree with graduation expected in May 2025. He holds career level certifications in Middle and Executive Management through the Washington State Criminal Justice Training Commission.

Jason Weiss,
Administrative Sergeant



Jason has 28 years of law enforcement experience with 27 of those years at SPD. Graduating from the police academy in 1996, Jason has since earned multiple certifications, such as for SWAT, and has held specialized roles including Defensive Tactics Instructor, Field Training Officer, Vehicle Fleet Program Leader, and Detective with the CPSA.

Christopher Werre,
Detective



Chris has 10 years of law enforcement experience, serving with SPD since 2014. Chris holds a Master of Arts in Diplomacy and a Bachelor of Arts in Global Studies. Chris served as a Human Intelligence Collector for the U.S. Army prior to beginning his law enforcement career. Prior to becoming a Detective, he worked as a Patrol Officer, Field Training Officer, and Officer-in-Charge.

Daniel Moate, Sgt.

Dan has 25 years of law enforcement experience, serving with SPD since 2008. Dan's experience includes 23 years as an EVOC instructor and 20 years as a Field Training Officer.

Craig Miller, Sgt.

Craig has 30 years of law enforcement experience, serving with SPD since 2014. Craig is a Master DT Instructor and Drug Recognition Expert. He has trained more than 100 officers.

Chase Smith, Sgt.

Chase has 10+ years of law enforcement experience, serving with SPD since 2017. He has earned Career Level Certification and holds a B.A. in Communication from the University of Wyoming, where he was also a D1 wrestler.

Dmitry Vladis, Sgt.

Vlad has 15 years of law enforcement experience, serving with SPD since 2013. Vlad has experience as a Field Training Officer, Firearms Instructor, and Rangemaster.

Joey Meadows, Ofc.

Joined SPD in 2022. Began his career as a Corrections Officer before transitioning to law enforcement.

Erik Rasmussen, Ofc.

Joined SPD in 2024. 4 years of active duty in the U.S. Army.

Nick Schulgen, Ofc.

Joined SPD in 2022. 5 years as a Military Police Officer in the U.S. Marine Corps and 3 years as a U.S. Army Counterintelligence Special Agent.

Kobe Hoyla, Ofc.

Joined SPD in 2024. Graduated from the WSCJTC BLEA in 2024.

Michael Peter, Ofc.

Joined SPD in 2023. Graduated from CWU, where he played baseball. Certified as an EMT.

Max Bostik, Ofc.

Joined SPD in 2024. 7 years of active duty in the U.S. Army.

Cory Hendricks, Ofc.

Joined SPD in 2022 and has held roles as a Field Training Officer, Officer-in-Charge, Crisis Co-Responder, and certified Taser Instructor.

Joseph Spears, Ofc.

Joined SPD in 2024. Served in the U.S. Army and U.S. Marines and has worked in Social Security fraud investigations with the Inspector General.

DIVISIONS/UNITS

Patrol: The Patrol Division provides 24/7 service to anyone who needs the police, including residents, businesses, and visitors. Police Officers respond to all 911 emergency calls, routine calls for service, and proactively patrol to deter crime before it happens. Strategies utilized in the field include emphasis patrols in certain areas, building partnerships with community members to address crime concerns, and targeting specific criminal behaviors for resolution.

Investigation: The Investigation Unit is responsible for all property and economic crimes, violent crimes, and special assault cases. The Unit also works with the Coalition of Small Police Agencies' Major Crimes Task Force (MCTF), and several other partners throughout the State of Washington to obtain additional investigatory support when needed. Additionally, the Investigation Unit works closely with prosecutors across the various levels of government to ensure that cases are brought to closure and that the voices of victims are not forgotten.

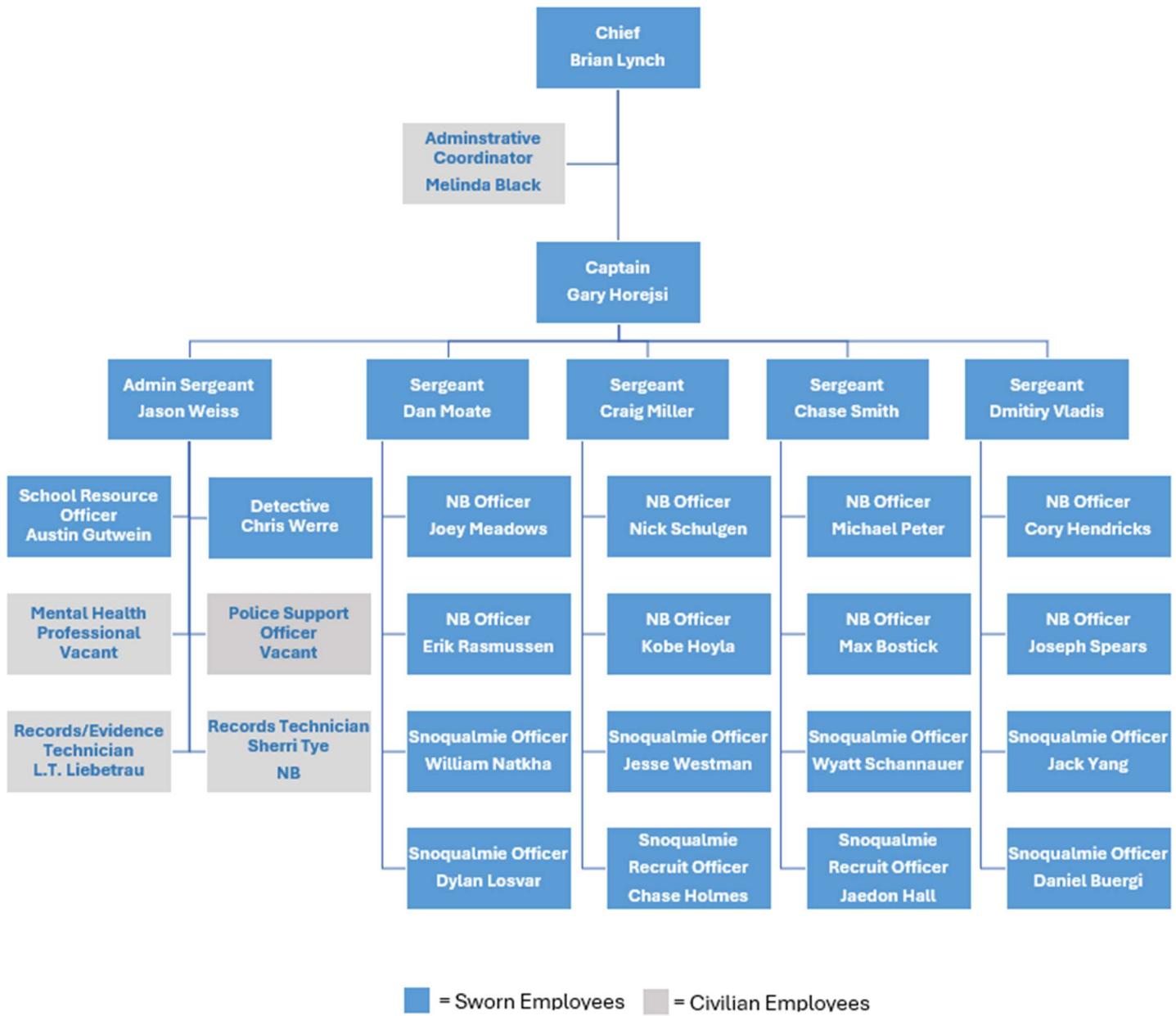
School Resource Officer: The School Resource Officer works, in collaboration with our longstanding partner the Snoqualmie Valley School District (SVSD), to build special relationships with students in order to encourage a safe and harm-free space for learning, destigmatize police officers, prevent and police inappropriate behavior, and investigate crimes that occur.

Police Support Officer: The Police Support Officer provides the assistance necessary to keep Police Officers on the street, taking information reports, and coordinating prisoner transports. The Police Support Officer also plays a vital role in community events, such as the Festival at Mt. Si and National Night Out, helping to provide that vital presence and build connection with the community.

Mental Health Professional: The Mental Health Professional is a co-responder to calls for service, providing help to individuals in crisis, in which Police Officers may not have the requisite knowledge to handle with appropriate sensitivity. The Mental Health Professional may divert individuals from detention or arrest and recommend hospitalization or other resources with the goal of effecting a better outcome.

Administrative Services: The Administrative Services Unit supports the criminal justice process with case management, crime reporting, public records requests, court orders, evidence management, and provides customer service to those seeking concealed pistol licenses and other needs. In addition, one employee of the Administrative Services Unit serves as the Public Information Officer (PIO) managing the information flow between SPD and the public, ensuring accurate and timely information dissemination, especially during emergencies.

ORGANIZATIONAL CHART



PROPOSED SERVICES

The City of North Bend is an incredibly livable and charming small town, where people care about and know each other, full of recreational opportunities right outside the front door. For many in the community, North Bend is truly easy to reach, but hard to leave. The goal of the police department is to compliment the values and sense of place North Bend possesses, providing high quality services, through our treasured “No Call Too Small” community standard, within a fair price.

The City of North Bend recently completed a “Police Services Delivery Study” with the help of the Center for Public Safety Management (CPSM). This report contains a wealth of information and recommendations that have been instrumentally helpful to the City of Snoqualmie in formulating its proposal. It cannot be understated that it was money well spent. Two of the most critical components of the report influencing the proposal, representing North Bend’s unique policing needs, include the required patrol staffing on page 48 and the following workload summaries (p. 38-39, 47):

FIGURE 6-5: All Workload, Weekdays, Winter 2024

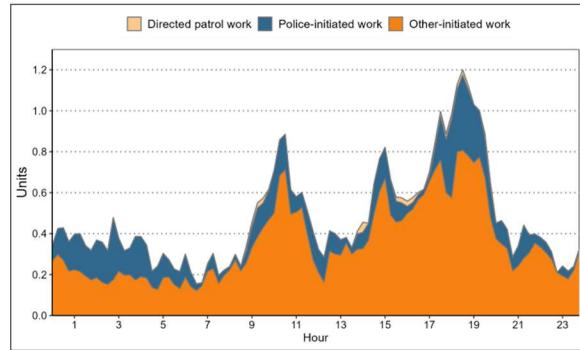


FIGURE 6-6: All Workload, Weekends, Winter 2024

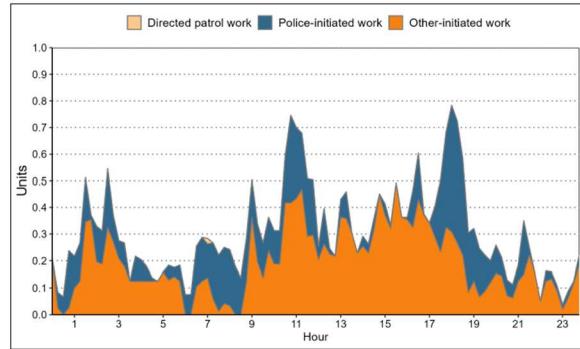


FIGURE 6-7: All Workload, Weekdays, Summer 2024

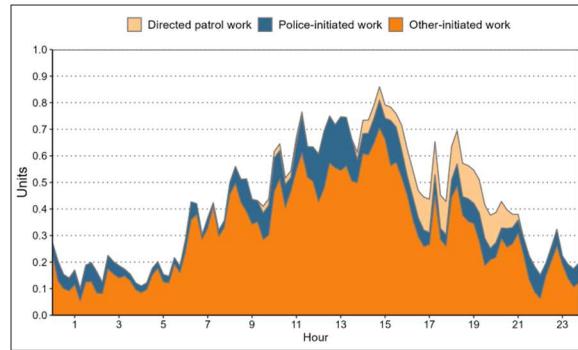
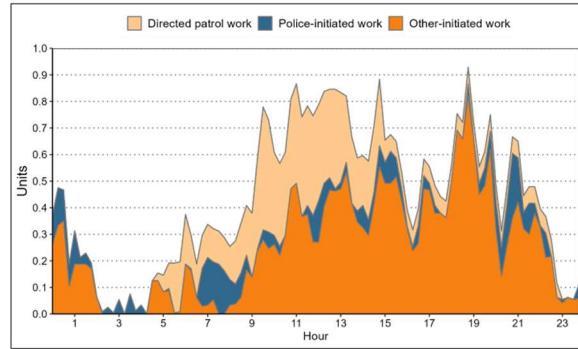


FIGURE 6-8: All Workload, Weekends, Summer 2024



As a result, the City of Snoqualmie is proud to propose the following staffing minimums and what the level-of-service would look like with SPD fully staffed on patrol.

Minimum Sworn Officer Level:

- 8:00 a.m. to 8:00 p.m., 7 days a week, 2 sworn officers in North Bend.
- 8:00 p.m. to 8:00 a.m., 7 days a week, 1 sworn officer in North Bend.

Full-Time Employees (FTEs):

The following table shows the number of North Bend dedicated, Snoqualmie dedicated, and shared full-time employees (FTEs) working to maintain SPD’s “No Call Too Small” community standard when fully staffed. The City of Snoqualmie is proposing to allocate the four (4) Sergeant positions 50% to Snoqualmie and 50% to North Bend. Furthermore, the City of Snoqualmie is proposing to allocate the remaining shared positions based on a two-year rolling average of weighted calls for service for the 2025-2026 biennium, and a three-year rolling average of weighted calls for service for every subsequent biennium the contract is in effect.

Position Title	North Bend	Snoqualmie	Shared	Total
Chief	-	-	1.00	1.00
Captain	-	-	1.00	1.00
Admin. Sergeant	-	-	1.00	1.00
Sergeant	-	-	4.00	4.00
Detective	-	-	1.00	1.00
School Officer	-	-	1.00	1.00
Officer	8.00	8.00	-	16.00
Sworn Total	8.00	8.00	9.00	25.00
Support Officer	-	-	1.00	1.00
MH Professional	-	-	1.00	1.00
Admin. Specialist	-	-	4.00	4.00
Civilian Total	-	-	6.00	6.00
Department Total	8.00	8.00	15.00	31.00

Shift Schedules:

The City of Snoqualmie, through its recently approved collective bargaining agreement (CBA) with the Police union, deploys sergeants and officers in 12-hour shifts on a work cycle of four (4) days on and four (4) days off. The work cycle approved in our CBA allows the City of Snoqualmie to offer the following shifts and coverage.

Shifts:

- #1: 6:00 a.m. to 6:00 p.m. (1 Sergeant, 2 North Bend Officers, 2 Snoqualmie Officers)
- #2: 6:00 p.m. to 6:00 a.m. (1 Sergeant, 2 North Bend Officers, 2 Snoqualmie Officers)
- #3: 6:00 a.m. to 6:00 p.m. (1 Sergeant, 2 North Bend Officers, 2 Snoqualmie Officers)
- #4: 6:00 p.m. to 6:00 a.m. (1 Sergeant, 2 North Bend Officers, 2 Snoqualmie Officers)

The City of Snoqualmie would be happy to discuss the proper timing of shift schedules with the City of North Bend if desired and at any time.

Coverage:

The Snoqualmie Police Department, when fully staffed on patrol is able to provide five (5) sworn Officers on duty, across both cities, 24 hours a day, 7 days a week. Three (3) sworn Officers represent the minimum staffing level that would be required between both cities. Full staffing, or near full staffing, representing the two likeliest scenarios at SPD, helps to maintain the police presence and officer safety standards the North Bend community desires.

Addressing North Bend's Unique Policing Needs:

In addition to the workload analysis provided, the CPSM Report makes the following recommendations in regard to staffing:

- **The “Rule of 60”:** 60% of sworn officers’ time should be dedicated to patrolling and that no more than 60% of their time should be committed to calls for service.
- **Officer and Community Safety:** Many calls require more than one officer for safety reasons. Therefore, a higher presence should be provided to ensure everyone’s safety: officer, caller, and/or intended subject(s).
- **Relief Factor:** A department should schedule 25% more people to each shift, above the minimum staffing level, to account for leave time exceptions and minimize the overtime required to cover shortages.

To account for North Bend’s unique policing needs, and continue the City of Snoqualmie’s long-standing tradition of providing “No Call Too Small” services, the proposal accomplishes the following:

- **Matching the Workload:** The workload analysis provided by CPSM demonstrates, at most, that 1.2 officers would be busy with work (community-initiated, officer-initiated, and directed patrols) in North Bend. Maintaining a minimum sworn officer level of two during peak hours provides the capacity within North Bend necessary to promptly handle calls that require more than one officer on scene. Furthermore, the City of Snoqualmie is proposing a consistent level of staffing throughout the day. The reasoning is consequential. The small peaks of workload occurring in the late night/early morning hours represent irregular calls that can dominate the overnight hours (domestic violence disputes, DUIs, in-progress burglaries, vehicle prowls, etc.) and require more than two units to respond effectively. These priority calls, once resolved, can pull officers off the road for several hours, whether for processing a DUI blood draw, conducting a search warrant, or transporting a subject to jail.
- **Patrol Flexibility:** The City of Snoqualmie’s proposal allows for sworn officers in Snoqualmie to respond to calls for service in North Bend and vice versa. As a result, the flexibility sworn officers have in responding to calls helps with backup if and when it is necessary. This means that with both cities combined, SPD can handle two calls simultaneously (such as domestic violence disputes), that require at least two units to respond to each, before asking for outside agency assistance. Secondly, the flexibility of the two cities combined allows SPD to provide the relief factor needed, above the minimum staffing level required, to minimize overtime and ensure that sworn officers are not overworked.
- **Support Capacity:** The City of Snoqualmie’s proposal includes a number of positions designed to help focus sworn officers’ time on what they do best: policing. The Support Officer and Administrative Specialists relieve sworn officers from their potential transport and administrative task responsibilities, helping SPD to meet the “Rule of 60”. In addition, the Administrative Sergeant, Detective, and School Resource Officer can jump in and cover shifts when needed, enhancing the relief factor desired, and the Mental Health Professional is highly proficient in handling sensitive calls, therefore adding valuably to the officer and community safety desired.
- **One-to-One Partnership:** One marker of a successful partnership is its adaptability. The unique needs of North Bend will change over time as the community continues to grow, and the City of Snoqualmie’s goal is to be responsive to the changing dynamics on the ground and provide police services commensurate with the change. The level of responsiveness

required is best served in a one-to-one partnership and not a *one of many partnership* governed inflexibly.

SERVICE QUALITY

The Snoqualmie Police Department continually assesses its training, equipment, and processes to optimize the knowledge, skills, and tools used by sworn officers in the performance of their daily duties. Furthermore, the department works closely with civic, business, and law enforcement partners to build the relationships necessary for the sharing of resources and improvement of outcomes. In 2024, the department contracted with the Loaned Executive Management Assistance Program (LEMAP), available through the Washington Association of Sheriffs & Police Chiefs (WASPC), to conduct a two-day assessment of the department's procedures and their execution. This appraisal provided the department with a road map to improve policies, institute best practices, and identify areas such as vehicle and facility functionality that could benefit from upgrade or reinforcement. The goal of the review and implementation is to improve our service, eventually obtain state accreditation, and help ensure best practices and industry standards are met.

The Snoqualmie Police Department also recognizes the benefits that come from extensive training and its role in officer development. Statewide, police officers are required to complete 24 hours of training each year. In 2024, SPD officers surpassed the minimum required, averaging 81.1 hours of training. In addition, all SPD employees have completed Federal Emergency Management Agency (FEMA) courses ICS-100, ICS-200, ICS-700, and ICS-800, thereby gaining familiarity with the Incident Command System, and all SPD supervisors are also required to complete ICS-300 and ICS-400. The education and development received allows officers to draw upon a base knowledge that is valuable in compassionately and efficiently handling calls for service.

The Snoqualmie Police Department uses a community-based policing model and enjoys working with community partners. Officers attend events, patronize businesses to connect with staff and owners, and participate in a multitude of programs throughout Snoqualmie and North Bend. By doing so, the department builds personal relationships with citizens and community partners, so they know who their officers are and that they are here for them.

THE FUTURE OF SNOQUALMIE POLICE

Looking to the future, SPD seeks several opportunities to increase our policing effectiveness in the community. As stated earlier, SPD recently completed a LEMAP study which provided a wealth of useful information regarding the department's procedures and their execution. As a result of the report, the department now has a well-defined pathway towards achieving accreditation. The intent of accreditation is to, among other things, increase public confidence in the agency, intensify administrative and operational effectiveness, strengthen understanding of policies and procedures, improve agency morale and pride, decrease susceptibility to litigation and costly civil court settlements, reduce liability insurance costs, and provide state and local recognition of professional competence. To accomplish the goal of accreditation and implement the LEMAP report, SPD is proposing to add one Administrative Specialist position, shared between Snoqualmie and North Bend, to the department. The cost of the Administrative Specialist has been included in the fee amounts provided in the cost section. In addition to the LEMAP support, the Administrative Specialist would assist with the workload for public records requests (PRR), case management,

federal reporting requirements, concealed pistol license applications, and court orders, while building resiliency in those lines of business.

Over the next five years, policing will likely experience ongoing debates about reform and accountability, with potential shifts in how law enforcement addresses issues like crime and public trust. Potentially central to the debate is the establishment of a body camera program. Such a program would increase transparency in daily operations, provide valuable evidence in criminal cases, and substantiate or refute officer conduct complaints. However, the drawbacks are well-known and can be incredibly labor-intensive. In addition to the investment and acquisition of technology (cameras, servers, software, etc.), a body camera program would require additional staff responsible for administrative reviews, video redactions, and public records requests. SPD is currently not offering a body camera program but would be able to establish one if mandated by the state. If body cameras become required, then SPD will need to consult heavily with both Snoqualmie and North Bend Councils to navigate the path forward.

SECTION #2: EXPERIENCE

CONTRACT EXPERIENCE

SPD is proud to provide comprehensive police services to those who work, live, and visit Snoqualmie and North Bend, two cities with a combined population of 21,518. Since the start of the contract in 2014, both cities have been able to achieve greater economies of scale while developing a more collaborative, efficient, and effective approach to law enforcement. Relationships in both cities are maintained through regularly scheduled weekly management meetings, monthly Public Health and Safety Committee meetings, and full City Council meetings. The conversations offer both sides the opportunity to bring up issues of importance, update each other on ongoing longer-term efforts, and solicit or respond to feedback on the implementation of police services. Mayors, City Administrators, and the Chairs of the Public Health and Safety Committees are notified and updated by Command Staff when an incident occurs in their jurisdiction that is emergent or might otherwise cause undue public concern or alarm. The public is also informed via SPD's social media channels.

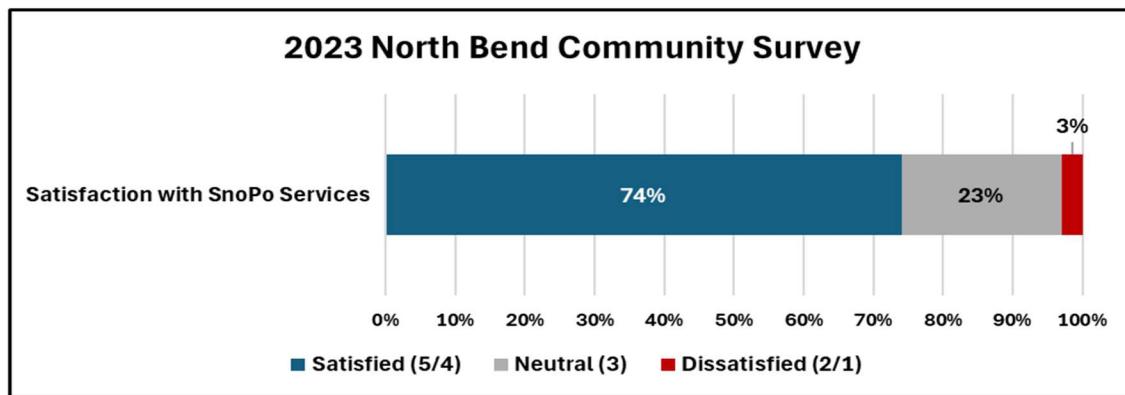
When SPD recognized an increase in retail thefts at the North Bend Outlet Mall, it worked with the City of North Bend and the property owner to establish an annex office at the location with limited public expense. As a result of the partnership in action, a visible law enforcement presence was created at a cornerstone of the community's commercial base, helping to deter crime and produce a safer environment for customers.

The department has also organized shorter-term but intensive extra patrol responses to other crime trends including copper thefts around the area of Tanner Electric and cable/power line thefts around the Elk Fields. In addition, SPD worked closely with the U.S. Postal Inspector to conduct surveillance when a rash of thefts impacted a number of community cluster mailboxes.

Community concerns also come to SPD's attention through direct contact with officers in the field, emails, social media, and phone calls from members of the community. The department is highly responsive to the needs of the community, and for example, will conduct traffic emphasis patrols in response to complaints of speeding in a neighborhood in order to stop unwanted behavior.

RESULTS

The results of the contract speak for themselves. In a 2023 City of North Bend Community Survey, respondents were asked about their satisfaction with the quality of SPD services, rating the department on a 5-point scale (1 = very dissatisfied, 5 = very satisfied). The answers reveal a North Bend community that is highly satisfied. 74% of the respondents gave SPD a rating of 4 or 5, while only 3% of the respondents gave SPD a rating of 1 or 2. In contrast, a Gallup poll survey conducted in April of 2024 found respondents nationally gave their police departments an average satisfaction rating of 51%. The voice of support received from the North Bend community reflects SPD's deep and profound commitment to the community, especially during a time of immense strain on police departments nationally.



SECTION #3: RESPONSE TIMES

RESPONSE TIMES

Response times in North Bend are a recognized achievement for SPD. According to the CPSM Report, SPD provides a “good response time” in comparison to other departments across the country (p. 42). Furthermore, when CPSM looked at injury traffic accidents, which warrant fast responses from agencies nationwide, CPSM found that SPD provided a “good response capability” (p. 42).

The following response times capture calls for service during the course of a year for traffic accidents and the three most important priority levels. There are seven priority levels in total. Nothing has been removed from the CAD data retrieved. Each priority level contains a set of call types from the 97 call types available in the City of Issaquah dispatch CAD system.

2022:

Priority Level	Dispatch Time (Issaquah)	Travel Time (SPD Response)	Total Response Time	Count
Traffic Accident	0:50	4:21	5:10	15
1	4:18	5:11	9:29	62
2	8:10	4:01	12:11	976
3	8:40	5:48	14:28	2,042
Average or Total Count =	8:25	5:13	13:38	3,080

2023:

Priority Level	Dispatch Time (Issaquah)	Travel Time (SPD Response)	Total Response Time	Count
Traffic Accident	1:20	3:39	4:59	16
1	5:17	3:52	9:09	60
2	7:51	4:25	12:16	1,148
3	5:59	5:19	11:18	1,628
Average or Total Count =	6:43	4:55	11:39	2,836

2024:

Priority Level	Dispatch Time (Issaquah)	Travel Time (SPD Response)	Total Response Time	Count
Traffic Accident	1:48	3:30	5:18	20
1	5:18	4:22	9:40	65
2	5:11	4:25	9:36	1,291
3	16:20	5:42	22:02	1,576
Average or Total Count =	11:11	5:06	16:17	2,932

Average (2022-2024):

Priority Level	Dispatch Time (Issaquah)	Travel Time (SPD Response)	Total Response Time	Count
Traffic Accident	1:22	3:48	5:10	51
1	4:58	4:29	9:26	187
2	6:56	4:18	11:14	3,415
3	10:08	5:37	15:45	5,246
Average or Total Count =	8:47	5:05	13:53	8,848

SECTION #4: RESPONSE CAPACITY

POLICE CAPACITY

Under normal day shift operations, patrol is staffed by four Police Officers and one Patrol Sergeant across the two cities. Patrol is supplemented by one Detective, one Administrative Sergeant, command staff (Chief and Captain), one Police Support (Transport) Officer, and a Mental Health Professional (MHP), for a total of ten commissioned/limited commission officers and one civilian employee.

Normal night shift operations continue the day patrol model and are staffed by four Police Officers and one Patrol Sergeant. The Detective, Administrative Sergeant, and command staff are available on an on-call basis for assistance.

During a major event, SPD would be able to obtain assistance, through existing signed interlocal agreements, from its law enforcement partners in east King County. This would include local response from police departments in Issaquah, Bellevue, and Redmond, along with the King County Sheriff's Office (KCSO) and Washington State Patrol (WSP). The department is also able to

call upon the services of King County's Guardian One air asset and Tac 30 special operations group through mutual aid agreements. Additionally, K-9 dogs for tracking, narcotics, and explosives are available from KCSO, WSP, and the Bellevue, Redmond, Kirkland, and Port of Seattle police departments at no charge.

After the incident is contained, the Department may utilize the Coalition of Small Police Agencies (CSPA) Major Crimes Task Force (MCTF) for staffing large complex investigations, with assistance from the WSP Crime Scene Response team, King County Regional Automated Fingerprint Identification System (AFIS) and the WSP Crime Laboratory.

Staffing for major events may follow a similar vein. The Department has a total of 25 deployable sworn officers and when needed may use additional officers from CSPA agencies.

In addition to the above, other local resources that might be used depending on the crime under investigation or the size of the event include, but are not limited to, the following:

- Federal Bureau of Investigation (FBI)
- Federal Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF)
- Internet Crimes Against Children (ICAC)
- Port of Seattle Police Department's bomb and marine units
- King County Search and Rescue
- Seattle Mountain Rescue

PAST RESPONSES

SPD's response to significant events can be demonstrated in its preparation and execution of large-scale planned events and the dynamic teamwork on display during emergent incidents.

The annual Festival at Mt. Si and the Boeing Classic provide reoccurring examples of SPD's staffing model in action on preplanned events. The department operates and oversees the surge necessary to ensure event safety and secures additional staffing resources through the Coalition of Small Police Agencies (CSPA) and Washington State Patrol in the days leading up to the event. In preparation for the event, SPD develops a plan that positions staff appropriately, provides for traffic control, and accounts for other law enforcement duties. On the day of the event, SPD executes the plan.

In contrast, emergent or in-progress incidents by definition are not preplanned, but instead rely on the training and experience of the officers involved and the cooperation of law enforcement partners.

One example is case 24N-0395 which was a murder/suicide that took place in North Bend on January 31, 2024. Initially, the case appeared to be a routine post-suicide investigation. But upon further examination, on-site evidence revealed a homicide component that required the full deployment of SPD's Detective with assistance from the King County Medical Examiner's Office (KCMEO), CSPA's Major Crimes Task Force (MCTF), Washington State Patrol's Crime Laboratory, and the Federal Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF).

In-progress incidents have their own challenges. In the predawn hours of April 25, 2014, early in the contractual relationship between Snoqualmie and North Bend, a natural gas explosion took place at a restaurant under construction on East North Bend Way. The immediate police response included extensive fire department resources and the involvement of Puget Sound Energy. Concerns in the field included the threat posed by the proximity of a gas station to the explosion, door-to-door searches to check for injuries, recommendations regarding whether to evacuate or shelter in place, notifications to the public, checks on large-scale locations such as a nearby school, an apartment complex, and a nursing home, and finally interaction with media that arrived on-site. Other law enforcement resources in support included the Washington State Patrol and King County Sheriff's Office. On incidents of this type, the City's Public Works Department is commonly requested for road closures, signage, and debris removal. Significant incident command and interagency coordination skills were used, and callouts of command and off-duty units supplemented the SPD's manpower to manage the situation.

More recently, on January 26 of 2024, the Sno Falls Credit Union in North Bend called in a robbery in progress with the suspect still inside the business. Though initially fleeing on foot, the suspect was picked up by an accomplice in a vehicle who then attempted to elude responding officers as they arrived in the area. A pursuit ensued onto westbound I-90 and other law enforcement resources were called in support including the Washington State Patrol, King County Sheriff's Office, and police departments from Issaquah and Bellevue as the pursuit exited and reentered I-90 multiple times weaving through multiple jurisdictions. King County's Guardian One helicopter also lent its air support capability. The pursuit ended on I-90 at Mercer Island after a successful Precision Immobilization Technique (PIT) maneuver with both suspects taken into custody.

Throughout, SPD has demonstrated the ability to carry out both the increased staffing needed in preplanned events and management of dynamic emergent incidents involving multiple agencies.

SECTION #5: COMMUNITY, COUNCIL & STAFF ENGAGEMENT

REPORTING & FEEDBACK

The City of Snoqualmie and SPD have been providing police services to the City of North Bend since 2014. In that time, relationships have been built with each and every administration, resulting in questions answered, concerns addressed, and future goals established. SPD command and administrative staff seek to be highly responsive to the concerns and needs of the community, and will listen first, act second on the feedback provided, whether from the public, Council members, or other department directors. To enable the feedback loop, the Police Chief and Police Captain maintain a high presence at the City of North Bend, attending weekly director meetings, all Public Health and Safety Committee meetings, and all Council meetings. Briefings are often provided at the weekly director's meeting and SPD is now providing regular monthly updates to the City administration, Public Health and Safety Committee, and at a regularly scheduled Council meeting regarding response times, overall calls for service, frequent calls for service, crisis intervention contacts, arrests, and more. These meetings include discussions on operational needs and provide for open communication between entities. Outside of regularly scheduled meetings, major incidents that might cause alarm trigger notification to both the Mayor and Chair of the Public Health and Safety Committee. In addition, the public is informed via the Police Department's social media presence often working in conjunction with the City of North Bend's Communications team.

HIRING OF POLICE CHIEF

When the Police Chief position is vacant and there is a need to hire, the City of Snoqualmie involves the City of North Bend in the selection process as established in the current ILA and retained in the proposed contract. The City of Snoqualmie will host a two-day process that includes multiple interview panels, and a reception the public can attend to ask prospective candidates questions. The final interview panel typically consists of Snoqualmie and North Bend elected officials who then make a recommendation on who to hire to the Snoqualmie Mayor.

JOINT ADVISORY COMMITTEE

The City of Snoqualmie is excited to propose a joint advisory committee made up of Snoqualmie and North Bend Council members. The Committee is designed to produce a shared public safety vision for the entire community and give North Bend more of a voice in the provision of police services. Communication is valuable in any working partnership, and the City of Snoqualmie believes close collaboration can unlock the best value for the level of police services desired.

The **Snoqualmie Police Advisory Committee (SNOPAC)**, as it would affectionately be called, offers North Bend the following:

- A quarterly meeting with an equal number of Snoqualmie and North Bend Council members.
- A discussion on topics important to both communities including operations; staffing; recent police incidents; new and proposed federal, state, and local laws; upcoming issues; statistical information; and budgets.
- The ability to provide advice on the direction of SPD.
- A meeting open to the public and subject to proper notice and agenda setting rules.
- Annual reports provided to the Committee by both the City of North Bend and City of Snoqualmie.

The City of Snoqualmie is also offering North Bend the creation of the **Snoqualmie Police Technical Working Group (SNOTEC)** which would be made up of staff representatives from both cities. SNOTEC would review and discuss SPD matters such as operations, staffing, and budgets. Quarterly reports would be instrumental to the success of the working group and would include an SPD 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.

SECTION #6: COST

COST PROPOSAL

The cost of providing police services to North Bend is presented as a formula in the Police Services Fee table on the following page and would be updated every biennium to reflect the best available cost information. North Bend would pay for 100% of dedicated personnel and a proportion of

shared personnel, operational expenses, and vehicles and equipment based on a rolling average of weighted calls for service. North Bend would also receive a proportional credit for any SPD specific and/or generated revenue and would pay a 15% contract administration and facilities charge.

The proposed cost of providing police services equals the following for a five-year period starting in 2025 (assuming a 4% inflation factor for 2027-2029):

2025	2026	2027	2028	2029
\$3,976,261	\$4,060,181	\$4,222,588	\$4,391,492	\$4,654,981



Police Services Fee (Fee Amount Formula)

For the provision of police services to the City of North Bend

DIRECT SERVICE COSTS	2025	2026
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Dedicated Costs (8 Officers + 50% of 4 Sergeants)		
Personnel Costs (A)	\$ 1,709,424	\$ 1,820,228

Shared Costs		
Personnel Costs (B)	\$ 1,858,960	\$ 1,975,465
Operational Costs (C)	\$ 1,407,130	\$ 1,220,832
Vehicle and Equipment Costs (D)	\$ 756,912	\$ 771,395
Revenues (E)	\$ (87,660)	\$ (117,510)
Shared Costs (F = B+C+D+E)	\$ 3,935,342	\$ 3,850,182

Calls for Service Percentage (Adjusted for Estimated Response Times)		
City of Snoqualmie 2-Year Call Total (2023-24) (I)	13,777	13,777
City of North Bend 2-Year Call Total (2023-24) (J)	11,012	11,012
2-Year Call Total (2023-24) (K = I+J) =	24,789	24,789
Calls for Service Percentage (CFS% = J/K) =	44.42%	44.42%

Direct Cost Amounts		
Dedicated Cost Amount (DEDICATED = A)	\$ 1,709,424	\$ 1,820,228
Shared Cost Amount (SHARED = F * CFS%)	\$ 1,748,194	\$ 1,710,364
Total Direct Service Costs (DIRECT = DEDICATED + SHARED) =	\$ 3,457,618	\$ 3,530,592

INDIRECT SERVICE COSTS	2025	2026
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Indirect Cost Amounts		
15% Contract Administration & Facilities Charge (Z = DIRECT * 15%)	\$ 518,643	\$ 529,589
Total Indirect Service Costs (INDIRECT = Z) =	\$ 518,643	\$ 529,589
Total Fee (DIRECT + INDIRECT) =	\$ 3,976,261	\$ 4,060,181
Total Fee/Police FTE (14.89 FTEs) =	\$ 267,105	\$ 272,742
Total Fee/Patrol FTE (10.89 FTEs) =	\$ 365,181	\$ 372,888
Total Fee/Officer FTE (8.00 FTEs) =	\$ 497,033	\$ 507,523

CONTRACT ADMINISTRATION & FACILITIES CHARGE

The contract administration and facilities charge is designed to capture, in a flat 15% rate, the cost of providing administrative support and facilities to the personnel policing North Bend. This charge covers:

- The provision of administrative support including, but not limited to, the recruitment and hiring of staff, legal services, public records request (PRR) support, communications, accounting, payroll, accounts payable, budgeting, insurance (property and general liability coverage), and leadership.
- The provision of hardware, software, and other information technology (IT) needs.
- The facilities necessary to support office work, interviewing, safe storage (evidence), the holding of detainees, and the training needs of personnel (including firearms in a fully equipped gun range).

The contract administration and facilities charge reflects the federal government's "de minimis" indirect cost rate and emulates North Bend's current overhead practice as a contract provider (through Eastside Fire and Rescue) with multiple governments (Mercer Island, Woodinville Fire and Rescue, etc.). The combined total of dedicated and shared costs is multiplied by the 15% charge.

COST RECONCILIATION

The City of Snoqualmie, as part of the cost proposal, is offering North Bend a reconciliation process that is intended to match North Bend's payment as nearly as possible to the actual cost of providing services. After May 30th and before July 31st in the year following the end of a biennium, Snoqualmie will provide North Bend with a statement describing the difference between payment and the actual cost of providing services, along with appropriate documentation to support the claim. Provided the statement is not disputed, and therefore not subject to the dispute resolution process in the contract, then excess funds will be credited to North Bend or additional funds will be remitted to Snoqualmie by December 31st of the year following the end of the biennium.

COST CONTROL

The vast majority of SPD's expenses can be summarized pithily in the following expression: "cops, cars, and contracts". Because the City of Snoqualmie is incentivized to getting the most out of every dollar spent, the City uses multiple strategies designed to minimize cost increases and remain within the original budget adopted.

"Cops": The City of Snoqualmie seeks to attract and retain high caliber employees through a fair, equitable, and competitive total compensation package. However, we must do so within the limits of our financial resources. In order to achieve a win-win outcome, the City will often conduct studies that determine the average cost of compensation in the marketplace, and then seek to adhere to that average cost.

The City also commonly identifies areas of focus for cost reduction. In the past year, through our collective bargaining agreement (CBA) efforts with the local Police and Teamsters unions, the City obtained significant concessions that have structurally and permanently reduced the amount of

overtime employees accrue. This was accomplished through a change in shift schedules (Police) and elimination of double time provisions (Teamsters).

“Cars”: The old saying an “ounce of prevention is worth a pound of cure” still applies in government. Through the City’s robust fleet maintenance program, under the care and concern of expert mechanics, the City is able to keep fully functional police vehicles on the streets longer, well past their expected useful life. Given the current discussion around tariffs, a well-maintained fleet becomes incredibly valuable.

“Contracts”: The City reviews contracts periodically in order to determine whether or not it makes sense from a financial perspective to move to a different service provider. The City will be looking to analyze potential options for dispatch in 2026. Furthermore, the City of Snoqualmie is proposing to limit the increase in operational costs from one biennium to the next to the biennial change in the June-to-June CPI-W for the Seattle-Tacoma-Bellevue area, unless the Mayor of North Bend issues a letter approving the City of Snoqualmie’s ability to exceed.



Police Services Fee (Fully Loaded Cost per Position)¹

For the provision of police services to the City of North Bend

Dedicated Positions	Full-Time Employees (FTEs)	2025 Total Cost	2025 Cost per 1.00 FTE	2026 Total Cost	2026 Cost per 1.00 FTE
Sergeant	2.0000	\$ 672,050	\$ 336,025	\$ 679,910	\$ 339,955
Officer	8.0000	\$ 1,990,142	\$ 248,768	\$ 2,042,127	\$ 255,266
Dedicated Subtotal =	10.0000	\$ 2,662,192	\$ 266,219	\$ 2,722,036	\$ 272,204
Shared Positions	Full-Time Employees (FTEs)	2025 Total Cost	2025 Cost per 1.00 FTE	2026 Total Cost	2026 Cost per 1.00 FTE
Police Chief	0.4442	\$ 184,262	\$ 414,790	\$ 182,330	\$ 410,440
Police Captain	0.4442	\$ 143,174	\$ 322,298	\$ 146,120	\$ 328,930
Administrative Sergeant	0.4442	\$ 146,948	\$ 330,793	\$ 146,338	\$ 329,419
Detective	0.4442	\$ 134,435	\$ 302,624	\$ 135,984	\$ 306,112
School Resource Officer	0.4442	\$ 126,467	\$ 284,688	\$ 128,200	\$ 288,589
Support Officer	0.4442	\$ 99,737	\$ 224,517	\$ 103,140	\$ 232,178
Mental Health Professional	0.4442	\$ 108,278	\$ 243,743	\$ 110,445	\$ 248,622
Administrative Specialist	1.7769	\$ 370,769	\$ 208,658	\$ 385,587	\$ 216,998
Shared Subtotal =	4.8865	\$ 1,314,069	\$ 268,917	\$ 1,338,144	\$ 273,844
TOTAL ALL POSITIONS =	14.8865	\$ 3,976,262	\$ 267,105	\$ 4,060,181	\$ 272,742

¹ Uses the total cost of compensation for a position as a percentage of the total cost of compensation to allocate overtime, operational costs, vehicle and equipment repair and replacement costs, revenues, and the 15% contract administration and facilities charge.

SECTION #7: CONTACTS & CONCLUSION

Organization Submitting Proposal:	Point of Contact (POC):
City of Snoqualmie 38624 SE River St. P.O. Box 987 Snoqualmie, WA, 98065	Michael Chambliss City Administrator mchambliss@snoqualmiewa.gov (425) 996-5418

The City of Snoqualmie would like to thank the City of North Bend for the opportunity to respond to the City of North Bend’s Request for Proposal for Contracted Police Services. Both Snoqualmie and

North Bend have enjoyed a long-standing partnership which we strive to maintain. We believe wholeheartedly that the Snoqualmie Police Department offers a compelling “No Call Too Small” service, for a fair price, within a constructive one-to-one partnership, and we are confident that we can reach an agreement in the days ahead. If you have any questions, please do not hesitate to reach out to the Snoqualmie team. We would be more than happy to answer.

Following this RFP proposal, please find attached our proposed executable contract.

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 the Effective Date provided below.

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. North Bend currently contracts with Snoqualmie for the provision of police services under the terms and conditions of the Interlocal Agreement Between the City of North Bend and the City of Snoqualmie for Police Services dated May 14, 2019, and as amended by a First Amendment dated January 18, 2023 and Renewal ILA dated January 29, 2025 (collectively the “Previous ILAs”).
6. North Bend and Snoqualmie wish to enter into a new interlocal agreement for the provision of police services from Snoqualmie to North Bend under the terms and conditions set forth in this ILA.
7. North Bend has requested a fixed annual fee schedule in consideration of which Snoqualmie has required a biennial reconciliation process to ensure that there is neither profit nor loss in the compensation for such services, and a minimum twenty-four months’ notice of intent from either party to terminate the ILA.
8. 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 January 1, 2025 (“Effective Date”), which constitutes the start date of the 2025-2026 biennium, and shall remain in effect until one party terminates pursuant to Section 2.
2. **Termination.** Either North Bend or Snoqualmie may terminate this ILA during the Term by delivering written notice to the other party of its intent to terminate the ILA. Termination of the ILA shall not be effective until 24 months after January 1st of the first year of the biennium following the biennium in which the written notice was delivered. For example, if a notice of intent to terminate is delivered at any point in the 2029-2030 biennium, the ILA will not terminate until 24 months after January 1, 2031. This is the only method for termination of this

ILA. 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(s).** A minimum of two (2) sworn officers on duty within the corporate limits of North Bend between the hours of 8:00 a.m. and 8:00 p.m., 7 days a week, and a minimum of one (1) sworn officer every other time, subject only to necessary priorities caused by critical concurrent calls for service. "Critical concurrent calls for service" means those calls requiring a response by officer(s) assigned to North Bend officer to a Snoqualmie incident under SPD standard operating procedures to protect officer safety.

- ii. **Staffing Level**

- a. Beginning on the Effective Date of this ILA, Snoqualmie shall provide a level-of-service equivalent to ten (10) dedicated full-time employees ("FTEs") comprising eight (8) 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 one Police Chief, one Police Captain, one Administrative Sergeant, one Detective, one School Resource Officer, one Support Officer, one Mental Health Professional and Community Co-Responder, and four (4) Administrative Specialists, based on an initial two-year rolling average of weighted calls for service for the 2025-2026 biennium, and a three-year rolling average of weighted calls for service for every subsequent biennium as long as this ILA is in effect. The following tables are intended to summarize the preceding staffing narrative.

Dedicated Full-Time Equivalent Employees (FTEs):

Position	FTE Count
Sergeant	2.00
Police Officer	8.00
TOTAL =	10.00

Shared Full-Time Equivalent Employees (FTEs) with City of Snoqualmie:

Position	FTE Count
Police Chief	1.00
Police Captain	1.00
Administrative Sergeant	1.00
Detective	1.00
School Resource Officer	1.00
Police Support Officer	1.00
Mental Health Professional and Community Co-Responder	1.00
Administrative Specialist	4.00
TOTAL =	11.00

- 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. "Rolling average" means the averaging of data over consecutive years, that adds the most recent year of available data and removes the oldest year, as time progresses. North Bend's proportional share of positions for a given year will be based on the data collected from the preceding two or three years. For example, North Bend's proportional share of positions for 2025 will be based on the data collected in 2023 and 2024. The rolling average is recalculated every biennium.
- d. "Call for service" means a request for assistance in which SPD has been dispatched to investigate or resolve. Calls for service shall be weighted by the estimated time it takes to investigate or resolve a call. The type of call (i.e., assault, burglary, etc.) will determine the amount of estimated time to assign to a call. The Snoqualmie Police Department shall be responsible for estimating the time required to investigate or resolve a call type and the estimation of such weights shall be approved for use by both the Snoqualmie and North Bend mayors.

- 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.
 - a. Assigned personnel shall provide the following services:
 - i. 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.
 - ii. 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.
 - iii. Investigate criminal activity in progress and suspected.

- iv. Enforce traffic codes as necessary including using 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 offenses including attending court proceedings.
- vi. 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.
- vii. 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.
- viii. 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.
- ix. Maintain close relationships with North Bend officials concerning law enforcement matters.
- x. Attend and provide security at North Bend City Council meetings. Furthermore, attend as requested and appropriate, Council Committee meetings, Community Events, management team meetings, and other related meetings.
- xi. 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.
 - a. "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.
- xii. Provide extended Community-Oriented Policing ("COP") services including crime prevention, facility tours, safety training for city staff, residents, businesses, and homeowners' associations, school and day care presentations, bicycle safety rodeo, prescription drug disposal services, and participation in Chamber of Commerce and/or other business associations.
- xiii. Assist victims and witnesses at crime scenes, preserve crime scenes, and retain evidence from crime scenes.
- xiv. 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.
 - a. 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.
- xv. Mental Health Professional and Community Co-Responder

- a. Respond to 911 calls for service; conduct biopsychosocial assessments; plan, implement, and coordinate services related to crisis response and social service needs; refer community members to appropriate resources; follow-up with community members; conduct home visits; and participate in community-wide events to promote public health and wellness.
- 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.
- x. Community Events.
 - a. SPD will provide extra police personnel for patrolling or other duties, if required as determined by the SPD Police Chief, and if first authorized by the Mayor or City Administrator of North Bend, for the following community events in North Bend:
 - i. Festival at Mt. Si
 - ii. North Bend Block Party
 - b. If North Bend requests coverage for a significant new community event per authorization from the North Bend Mayor or City Administrator, and if the SPD Police Chief determines that such a new community event requires police presence in

addition to the officers assigned to North Bend under the ILA, the parties will negotiate payment as provided for in Section 5.

- c. If North Bend elects to reduce its level of police service to less than eight (8) police officers pursuant to Section 5, North Bend will pay at the overtime hourly rate of pay for the police officers used, provided that if such regularly scheduled community events allow for advance shift scheduling during regular North Bend hours, North Bend shall pay the regular hourly rate of pay for such services.

xi. North Bend Vehicle and Personnel Markings.

- a. SPD vehicles assigned to North Bend shall be marked, in addition to other markings identifying the SPD vehicle, as serving North Bend.
- b. Uniforms shall be marked with a patch that includes the lettering "North Bend".

4. Compensation.

- i. Calculation of Fee Amount. For the services provided by Snoqualmie pursuant to this ILA, North Bend shall pay for the following cost objects and receive a credit for SPD specific and/or generated revenue annually.
 - a. Dedicated Costs. North Bend shall pay a fee amount that includes 100% of the following cost object(s).
 - i. Dedicated Personnel Costs. Dedicated personnel costs consist of the employee and employee related expenses, including but not limited to wages, benefits, and overtime costs, necessary to provide the dedicated FTEs as described in Section 3.
 - b. Shared Costs. North Bend shall pay a fee amount that includes a proportional share of the following cost object(s). In addition, North Bend will receive a credit representing a proportional share of SPD specific and/or generated revenues. Proportionality will be determined by a two-year rolling average of weighted calls for service for the 2025-2026 biennium, and a three-year rolling average of weighted calls for service for every subsequent biennium, as long as the contract is in effect.
 - i. Shared Personnel Costs. Shared personnel costs consist of the employee and employee related expenses, including wages, benefits, and overtime costs, necessary to provide proportionally the shared FTEs as described in Section 3.
 - ii. Operational Costs. Operational costs consist of all operating expenses, including but not limited to, supplies, professional and other services, and dispatch, incurred to adequately render the services described in Section 3.
 - iii. Vehicle and Equipment Costs. Vehicle and equipment costs consist of all of the expenses required to replace, and/or lease, repair, fuel, register, insure and maintain vehicles and equipment to adequately render the services described in Section 3. Snoqualmie acknowledges that North Bend contributed funds to the replacement of four (4) patrol vehicles and 50% of a prisoner transport vehicle during the term of the Previous ILA, that such funds are sufficient, and that no additional funds are necessary beyond the compensation provided for in this section.
 - iv. Revenues. Snoqualmie shall include in the calculation of the fee amount a credit representing a proportional share of SPD specific and/or generated revenues. This includes grants and compensation from other contractual relationships. The following are exempt from this section and shall not be credited to North Bend:

Tax revenue, such as public safety sales taxes or the criminal justice sales tax; state and local fiscal recovery funds; and, other sources of revenue distributed to Snoqualmie by the State of Washington or Federal Government.

- c. Contract Administration and Facilities Charge. North Bend shall pay a fee amount that includes an annual contract administration and facilities charge equal to 15% of the combined total of dedicated and shared costs.
 - i. Fee Amount Process. Snoqualmie shall provide to North Bend by September 1st of every even year an estimated fee amount reflecting the cost of providing police services to North Bend in the following biennium. If the estimated fee amount differs between the September 1st notice and Snoqualmie's adoption of a biennial budget, then Snoqualmie will provide North Bend with an updated fee amount upon adoption of the biennial budget. The fee amount upon adoption of the biennial budget shall form the basis for payment for the biennium.
 - ii. Fee Amount Limitations. If dedicated or shared costs estimated for the following biennium exceed the previous two-year percentage change in the June-to-June CPI-W for the Seattle-Tacoma-Bellevue area, then the Mayor of North Bend shall provide a letter approving or denying the exceedance within thirty (30) days of Snoqualmie's request for approval. The Mayor of North Bend shall not unreasonably withhold approval of the exceedance. In the event of denial, the Mayor of North Bend shall provide justification in the denial letter. All other costs shall not be subject to this limitation. By way of example but not exclusionary, the following costs or related costs are not subject to this limitation: contractual obligations; labor contracts; binding arbitration requirements; settlement agreements; federal or state court mandates or orders; annexation; population growth; federal or state law requirements; executive orders; vehicle purchases; fuel; tariffs; or, any other costs beyond Snoqualmie's control.
 - iii. Fee Amount Adjustments. During the course of a biennium, the Snoqualmie Police Department may request budget amendments impacting the fee amount. Upon introduction of a budget amendment to Snoqualmie City Council, Snoqualmie shall provide North Bend with an adjusted fee amount for the biennium. The adjusted fee amount shall not constitute a new basis of payment for the biennium, and shall be part of the Fee Amount Reconciliation.
 - iv. Fee Amount Reconciliation. The parties intend that Snoqualmie be compensated as nearly as possible for its actual cost of providing police services to North Bend, and there shall be neither profit nor loss resulting from fee amount charged. If the fee amount paid results in a profit or loss, then Snoqualmie and North Bend shall compensate the other for the profit or loss accrued or incurred. After May 30th and before July 31st in the year following the end of a biennium, Snoqualmie will provide North Bend with a statement describing the profit or loss accrued or incurred, along with appropriate documentation to support the claim. If North Bend disputes the profit or loss claim as calculated by Snoqualmie, the dispute will be subject to resolution as described in Section 10 through mediation but shall not be cause for termination of this ILA except in compliance with the notice provisions contained in

Section 2 of this ILA. If the profit or loss claim is not objected to, then excess funds will be returned to North Bend or additional funds will be remitted to Snoqualmie by December 31st of the year following the end of the biennium.

- v. **Fee Amount Payment.** North Bend shall pay the fee amount in equal 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.

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. Member Appointment. Each City shall appoint members and alternates to serve on SNOPAC utilizing their respective Council Rules and Procedures to make appointments.
- iii. 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.
- iv. Chairperson. The Snoqualmie Public Safety Chairperson shall be the Chairperson of SNOPAC.

- v. 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.
- vi. 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.
- vii. Notice. Notice of a SNOPAC meeting shall be sent to all Committee members at least thirty (30) days prior to the meeting.
- viii. 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.
- ix. 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.
- x. Facilitation. SNOPAC meetings shall be facilitated by the SNOPAC Chairperson. No quorum of members is needed for a meeting to proceed.
- xi. Annual Reports. Annually, on or before February 1st of each year, North Bend shall provide Snoqualmie with information known to staff or elected officials that is reasonably expected to impact operational demands, including increased workload, staffing requirements, or policing resources. By way of example but not exclusionary, the following shall be addressed in the annual report: commercial, housing, or multifamily developments; growth projections; community, staff, or elected official desire for change in police presence; and, local municipal code changes. North Bend shall present its annual report at the first quarter SNOPAC meeting. Snoqualmie shall provide North Bend with an annual report by March 1st of each year, which shall review the following: current organizational chart; overview of police department; annual overview regarding calls for service, arrests, and general crime statistics; administrative services; use of force; accomplishments; and, goals for the next year. Snoqualmie shall present its annual report at the second quarter SNOPAC meeting.

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. Additional Staff. Each City may choose to have its Mayor and/or additional staff members attend at the city's own discretion.

- iii. Chairperson. The Snoqualmie Chief of Police shall be the Chairperson of SNOTEC.
- xii. 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.
- xiii. Facilitation. The meeting shall be facilitated by the SNOTEC Chairperson. No quorum of members is required for the meeting to proceed.
- iv. 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.

9. **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.

10. **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 10, 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.
- 11. **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.
- 12. **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.
- 13. **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

14. **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.

15. **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.

16. **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