

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

THIS INTERLOCAL AGREEMENT (Agreement) is entered into between the City of North Bend, a Washington municipal corporation (North Bend) and the City of Snoqualmie, a Washington municipal corporation (Snoqualmie).

## I RECITALS

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

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

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

D. North Bend wishes to contract with Snoqualmie for the provision of police services under the terms and conditions of this Agreement and consistent with the Interlocal Cooperation Act in order to deliver more efficient and costs effective services than North Bend could provide by operating its own facilities and hiring its own employees.

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

F. North Bend has requested a fixed annual fee schedule, including start-up and operating costs, in consideration of which Snoqualmie has required a five year minimum term, eighteen months notice of intent to terminate.

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

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

## II AGREEMENT

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

- a. Provide a minimum of one (1) officer on duty within the corporate limits of North Bend at all times (24 hours per day, 365 days per year), subject only to necessary priorities caused by critical concurrent calls for service, by hiring seven (7) full-time equivalents (FTEs) consisting of six (6) full-time police officers and one (1) records administration position; provided, any Snoqualmie police officer may be assigned to work in North Bend. Snoqualmie will consult with the North Bend City Administrator on proposed hires but shall retain sole decision making authority. Snoqualmie will hire the City of North Bend's current Police Office Supervisor to perform these records administration functions if she applies for the position but salary and benefits will be those set forth in the Snoqualmie job description. Patrol shifts will be scheduled so there is sufficient overlap for shift change in order to insure that an officer coming on-shift has completed any administrative tasks and is actually on patrol prior to the completion of the shift by the officer going off-shift.
- b. Conduct police patrols on both a regular and irregular basis or as specifically requested by North Bend, to include nightly business checks, foot patrol, bike patrol and emphasis to target problem areas;
- c. Respond immediately and appropriately to all calls for service, subject only to priorities caused by critical concurrent calls for service; provide backup for a North Bend responding officer from officers patrolling in Snoqualmie if necessary; and implement the community based policing model in North Bend.
- d. Investigate criminal activity and suspected criminal activity;
- e. Enforce traffic codes as necessary, including spot radar enforcement, and including the use of radar "speed trailers" to alert drivers of speed limits;
- f. Cooperate with North Bend's Prosecutor and public defender in the prosecution of misdemeanors and infractions including attending court proceedings;
- g. Provide vacation house checks when requested;
- h. 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;
- i. 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;
- j. Assist the North Bend City Administrator and Mayor in preparing response to queries from County, State, local and other jurisdictions in matters relating to law enforcement needs and activities, jail facilities, reports and similar matters.
- k. Maintain close liaison with North Bend officials concerning law enforcement matters;
- l. Attend and provide security at North Bend City Council meetings. Also attend as requested and appropriate, Council Committee meetings, Community Events, Management Team meetings, and other related meetings;
- m. Provide other law enforcement services currently performed by the Snoqualmie Police Department for the City of Snoqualmie, as well as those other law enforcement services typically provided by a city police or public safety department for a city the size of North Bend, including without limitation responding to emergencies such as floods, windstorms and snows that result in the closure of I-90 and all necessary traffic controls on North Bend streets resulting from such I-90 closures;

- n. Provide extended Community Oriented Policing services including crime prevention, facility tours, safety training for City staff, residents and businesses and home owner associations, school and day care presentations, bicycle safety rodeo, prescription drug disposal service, participation in Chamber of Commerce and/or other business associations;
- o. Coordination of and transport of inmates for booking in the Issaquah Jail or other jail(s) designated by North Bend and transport to court proceedings;
- p. Assist victims and witnesses at crime scenes;
- q. Preserve crime scenes;
- r. Retain evidence;
- s. Maintain all original North Bend police reports and related documentation and records at the Snoqualmie Police Station and make the same available upon request in accordance with state law. Public records requests made for issues related to police services in North Bend will be processed through the North Bend public records request procedure and forwarded to the Snoqualmie Police Records Section for the appropriate response within required timelines;
- t. Administration. Provide administration consisting of a Police Chief, Police Captain, Police Support Officer (PSO), Records Technician and Administrative Coordinator, including an additional administrative position as described in Section 1(a) to offset the increased workload in records, property and court transport and liaison.
- u. Investigations. Provide investigation services as follows:
  - i. As is common for cities the size of Snoqualmie and North Bend, the police officer who responds to a call for service will see that incident through to its resolution including completing most investigations;
  - ii. Complex investigations that may require the officer's full time attention for an extended period of time will be addressed on a case by case basis. In order to maintain consistent patrol presence, a North Bend officer may be temporarily assigned to investigations and that officer's position will be backfilled with additional patrol personnel.
  - iii. Crimes that require an immediate need for additional officers and investigators will receive a response from the Coalition of Small Police Agencies (CSPA) and the Major Crimes Task Force (MCTF). The MCTF is comprised of one Commander, three Incident Scene Commanders and fifteen detectives. MCTF personnel will be selected from the twelve or more participating police agencies that comprise the CSPA based upon their experience, skill set and ability to work in a task force environment. The purpose of the MCTF is to assist the requesting CSPA agency with the initial investigation with as many investigators as necessary and gradually reduce that staffing level to the point where the requesting agency is utilizing their own investigators.
  - iv. Should a crime occur within the city limits of North Bend that requires the MCTF, the SPD will be in command of the investigation. The parties will develop protocols for responding to media inquiries. North Bend officials will be kept apprised of all events and will assist in coordinating press releases, utilizing the SPD Public Information Officer.

- v. Prosecution/Legal Services. The SPD Records Department will coordinate the filing of traffic infractions and misdemeanor cases with the North Bend Municipal Court operating in Issaquah or such other court as designated by North Bend, and with the North Bend Prosecutor's Office. Prosecution and public defender services will be provided by North Bend, at its sole expense.
- w. Additional Services. Provide any extraordinary police services through contract with outside agencies after North Bend's prior approval for such contract services, which will be billed to North Bend in the amount for which Snoqualmie is billed for such services, except in emergency circumstances immediately affecting public safety, the prior approval of North Bend shall not be required.
- x. Community Events. Provide extra police personnel for patrolling or other duties, as first authorized by the Mayor or City Administrator of North Bend, for all community events in North Bend that require such services, which will be billed to North Bend at the overtime hourly rate of the officers utilized; provided, however, that if North Bend elects to add a 7<sup>th</sup> police officer who can be scheduled for such events or in the event reoccurring City sponsored events such as the Festival of Mt. Si and the North Bend Block Party allow advance shift scheduling to avoid overtime, the City shall pay standard hourly rates for such services.
- y. North Bend Vehicle Marking. SPD vehicles assigned to North Bend shall be marked, in addition to other markings identifying the Snoqualmie Police Department, as "North Bend" and uniforms shall be marked with a rocker located next to the police patch stating "North Bend Police."

## **2. Change in Scope of Services.**

This Agreement covers the current corporate limits of North Bend and will support existing North Bend municipal criminal codes, ordinances and policies. In the event that future annexations, significant population growth or significant changes in State of Washington or North Bend criminal codes substantially impair the ability of Snoqualmie to deliver the services described in Section 1 of this Agreement, or in the event North Bend requests a higher level of services, the parties agree to meet to consider related amendments to this Agreement.

## **3. Term of Agreement.**

This Agreement shall be effective for a term of five (5) years commencing on March 8, 2014 and continuing until March 7, 2019 unless terminated earlier pursuant to Section 4 ("Term"). The Term may be extended upon mutual agreement between the parties. If this Agreement is not terminated during the Term as described in Section 4, this Agreement shall automatically renew for one or more additional five (5) year periods based upon the same terms and conditions set forth in this Agreement, except for adjustment of the annual fee, or as otherwise amended by mutual agreement of the parties (Renewal Term).

## **4. Termination of Agreement.**

Either North Bend or Snoqualmie may terminate this Agreement during the Term or any Renewal Term upon eighteen (18) months' prior notice commencing on or after September 1,

2015 by delivering written notice to the other of its intent to terminate this Agreement. If North Bend elects to terminate this Agreement without eighteen (18) months' prior notice or earlier than August 31, 2017, North Bend shall pay to Snoqualmie damages necessary to ensure that Snoqualmie does not incur unreimbursed costs associated with such termination; including but not limited to financing costs, equipment disposal costs, and costs related to the layoff of employees, provided, that the amount of damages shall be subject to dispute resolution set forth in Section 11 in the event Snoqualmie and North Bend are unable to agree upon such amount. In the event of termination of this Agreement, the parties will work cooperatively to ensure the orderly transition of police services.

**5. Compensation.**

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

March 8, 2014 through December 31, 2014	\$1,039,670
January 1, 2015 through December 31, 2015	\$1,284,000
January 1, 2016 through December 31, 2016	\$1,324,000
January 1, 2017 through December 31, 2017	\$1,362,000
January 1, 2018 through December 31, 2018	\$1,402,000
January 1, 2019 through March 7, 2019	\$ 240,677

- b. At least twenty four (24) months prior to the expiration of the initial Term and thereafter, on or before September 1 during any Renewal Term, Snoqualmie will provide North Bend with a calculation of its fully loaded cost per officer and for support staff for the preceding year plus any cost of living adjustments to be used to calculate the proposal for any subsequent Renewal Term. If North Bend disputes the cost as calculated by Snoqualmie, the dispute will be subject to dispute resolution described in Section 11 but shall not be cause for termination of this Agreement except in compliance with Section 4 of this Agreement.

**6. Start-Up Costs.**

The parties agree that Snoqualmie will incur certain costs associated with commencing this Agreement equal to Three Hundred Eighty Four Thousand Dollars and No/100 (\$384,000.00) (Start-Up Costs). Start-up Costs will include without limitation acquisition of three (3) fully equipped patrol vehicles, and hiring six (6) new police officers including any required training, equipment and uniforms. The Start-up Costs will be initially incurred by Snoqualmie but North Bend shall reimburse Snoqualmie by (1) Paying \$192,000 within six (6) months following full execution of this Agreement; and (2) paying \$192,000 not later than three months prior to commencement of the Services on March 8, 2014.

**7. Indemnification.**

The parties shall each indemnify the other as follows:

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

## **8. Law Enforcement Authority Conferred.**

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

## **9. Transition from King County Sheriff to Snoqualmie.**

North Bend has delivered an 18 month notice of termination to King County dated effective September 14, 2012 and Snoqualmie will commence police services for North Bend on and after March 8, 2014. During the eighteen (18) month transition period Snoqualmie will use best efforts to accomplish a seamless transition from the King County Sheriff's office to the SPD but King County is assumed to be responsible for any outstanding pending cases or actions on or before March 8, 2014.

## **10. Administration of Personnel.**

- a. All personnel assigned to North Bend shall be employed by the City of Snoqualmie and governed by Snoqualmie and SPD policies and rules. Recruitment, replacement, and performance of all personnel shall be in accordance with such rules and policies; provided, however, that Snoqualmie shall consult with the North Bend City Administrator regarding hiring decisions and North Bend may communicate performance issues regarding personnel assigned to North Bend to the Snoqualmie Police Chief or as appropriate to the Snoqualmie Mayor and/or City Administrator.
- b. Any change in the management or organizational structure of the Snoqualmie Police Department shall be fully disclosed to North Bend in advance of its initiation and North Bend representatives shall be entitled to provide opinions and recommendations in the selection of the Chief or senior command personnel should these positions turn over during the Term or any Renewal Term; provided, that the Snoqualmie Mayor and Snoqualmie Council shall retain the right to make final appointment recommendations and confirmation of these positions.

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

- a. **Meet and Confer.** The Mayors of Snoqualmie and North Bend and/or their designees, will meet and confer to discuss and attempt to resolve all issues arising under this Agreement.
- b. **Mediation.** Prior to binding arbitration, the parties will submit any issue to mediation, unless both parties waive mediation. All fees and expenses for mediation shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.
- c. **Binding Arbitration.** The parties will submit any issue not resolved by meeting and conferring and mediation to binding arbitration in lieu of any remedy through court action. Binding arbitration shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the parties or through the American Arbitration Association. All fees and expenses for arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.



- d. This Agreement shall be filed for recording with the King County Department of Records upon full execution or posted on Snoqualmie's and North Bend's respective web sites listed by subject matter.

**16. General Provisions.**

- a. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement, provided, the recitals may be consulted to determine the intent of the parties as to any question which may arise.
- b. No provision of the Agreement may be amended or modified except by written agreement signed by the Parties.
- c. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision.
- d. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default
- e. The rights, duties, and obligations of either party to this Agreement shall not be assignable.
- f. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF SNOQUALMIE

CITY OF NORTH BEND

By: \_\_\_\_\_  
Matthew R. Larson, Mayor

By: \_\_\_\_\_  
Kenneth G. Hearing, Mayor

By direction of the City Council  
Taken \_\_\_\_\_

By direction of the City Council  
Taken \_\_\_\_\_

Attest:

Attest:

\_\_\_\_\_  
Jodi Warren, City Clerk

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

Approved as to Form:

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Patrick B. Anderson, City Attorney

Approved as to Form:

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Michael R. Kenyon, City Attorney