



CITY COUNCIL MEETING*

January 7, 2025 – Agenda

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

7:00 P.M. – CALL TO ORDER, ROLL CALL, FLAG SALUTE

CONSENT AGENDA:

		Pg.#
1) Minutes	Council Workstudy of October 22, 2024 & City Council Meeting of December 3, 2024	1
2) Payroll	December 5, 2024 – 28894 through 28899 , in the amount of \$368,380.58	
	December 20, 2024 – 28900 through 28905 , in the amount of \$372,478.02	
	December 31, 2024 – 28906 through 28912 , in the amount of \$497,914.40	
3) Checks	December 17, 2024 – 76488 through 76542 , in the amount of \$551,410.89	
	December 31, 2024 – 76543 through 76612 , in the amount of \$738,675.86	
	January 7, 2025 – 76613 through 76618 , in the amount of \$43,595.79	
4) AB25-001	Motion – Authorizing Director Employment Agreements	Ms. Escobar
		11

CITIZEN'S COMMENTS: (Please restrict comments to 3 minutes)

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

5) Proclamation	National Mentoring Month	Mayor Miller	57
6) Presentation	Parks Commission Report & 2025 Work Plan	Commission Chair Rudd	59
7) Introduction	Police Officer & Police Chaplain	Chief Lynch/Captain Horejsi	
8) AB25-002	2025 Council Standing Committee Appointments	Mayor Pro Tem Joselyn	63

EXECUTIVE SESSION: To Discuss Potential Litigation, pursuant to RCW 42.30.110(1)(i)

MAIN AGENDA:

9) AB25-003	Motion – Authorizing Police Services ILA Renewal Term with Snoqualmie	Mr. Larson	65
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MAYOR, COUNCIL & ADMINISTRATOR CONCERNS AND INITIATIVES: (Business and general information presented that may be deliberated upon by the Council. Formal action may be deferred until a subsequent meeting; immediate action may be taken upon a vote of a majority of all members of the Council.)

ADJOURNMENT:



***PLEASE NOTE:** Members of the public may choose to attend the meeting in person or by teleconference. Members of the public attending the meeting in-person will have an opportunity to provide public comment and if attending the meeting by teleconference may submit written comments via in-person drop off, mail, fax, or e-mail to soppedal@northbendwa.gov. All written comments must be received by 5 p.m. on the day of the scheduled meeting. If an individual requires an accommodation because of a difficulty attending the public meeting, the City requests notice of the need for accommodation by 5 p.m. on the day of the scheduled meeting. Participants can request an accommodation to be able to provide remote public comments by contacting the City Clerk by phone (425) 888-7627 or by e-mail to soppedal@northbendwa.gov. No other remote public comment will be permitted.

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

Zoom Meeting Information:

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

Meeting ID: 881 2610 1456

Password: 658184

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

**CITY OF NORTH BEND
CITY COUNCIL WORKSTUDY NOTES**

October 22, 2024 – 7:00 p.m.

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

Acting Mayor Pro Tem Joselyn called the meeting to order at 7:00 p.m.

Councilmembers Brenden Elwood, Mark Joselyn, Heather Koellen, Christina Rustik, Suzan Torguson and Errol Tremolada were present. Councilmember Gothelf was excused.

Staff Present: Mayor Mary Miller, City Administrator David Miller, Deputy City Administrator/Public Works Director Mark Rigos, Finance Director Martin Chaw, Administrative Services Director Lisa Escobar, Community and Economic Development Manager James Henderson, Communications Manager Bre Keveren, Principal Planner Mike McCarty, Senior Planner Jamie Burrell, IT Manager Phil Davenport, and Deputy City Clerk Jennifer Bourlin.

Guests Present: Associate Planner Dane Jepsen from Land Development Consultants, Inc (LDC).

Land Use Element – Mike McCarty

Principal Planner Mike McCarty explained that City Staff have worked through the Land Use and Housing Elements since 2022 to comply with the Growth Management Act. He explained that these elements were scheduled for the Main Agenda at the November 5, 2024 Council meeting via two separate Resolutions, and an Ordinance adopting the Comprehensive Plan in its entirety at the December 3, 2024 Council meeting.

Mr. McCarty reviewed the history of public notices including workshops, open house and hearings, workstudies, mailings, and reviewed the elements previously approved to date.

Mr. McCarty continued with a presentation that concentrated on the Housing Element that included:

- Projected Housing Needs by Income Bracket
- Projected Housing Needs Alternative Comparison
- Updates to the Housing Element – Consistent with current Growth Management Act and King County Countywide Planning Policies
- Summarized Policy Amendments
- Associated Code Amendments
- Reviewed the Draft Zoning Map

Housing Element

Senior Planner Jamie Burrell provided an update to the Housing Element that the City was required to meet pertaining to House Bill 1220 that supports emergency shelters and

housing through local planning and development regulations in addition to House Bill 1337 concerning accessory dwelling units. Ms. Burrell then reviewed the proposed housing element update that included projected housing needs by bracket and provided an alternative comparison based on zoning options that provided a capacity surplus. She explained that the Housing Element had been cleaned up and for consistency with King County current Growth Management Act guidelines. Ms. Burrell then provided a summary of the policy amendments.

230 Main Avenue Affordable Housing Project Update

Community and Economic Development Director James Henderson presented an update on the 230 Main Avenue Affordable Housing Project that included a project overview and goals, reviewed the Request for Proposal, metrics used for scoring, and overview of the three proposals received. He then provided information about the newly formed Community Review Committee, project timeline and what the next steps were.

Human/Community Services Funding Review

Mayor Miller and Finance Director Martin Chaw reviewed the human and community services grant requests received from local organizations for the 2025 budget cycle.

Council reviewed the requests and recommended the 2025 Human/Community Services funding as follows:

Boxley Music Fund/Jazz Clubs NW	\$9,000
CarePoint Clinic	-
Empower Youth Network	\$20,000
Encompass	\$30,000
Friends of the Trail	\$9,200
Friends of Youth	\$10,000
KidVantage (fka Eastside Baby Corner)	\$2,500
Mamma's Hands	\$15,000
Meadowbrook Farm	\$3,300
Mt Si Senior Center	\$50,000
North Bend Art & Industry	\$15,000
Reclaim (fka Shelter Services)	\$20,000
Snoqualmie Valley Food Bank	\$40,000
Snoqualmie Valley Historical Museum	\$15,000
Trail Youth	\$10,000

Council further discussed funding for the 2026 grant cycle and recommended funding at the same amount as 2025 and planned to re-evaluate funding after an agreement was reached for the Police Contract.

Adjournment

The workstudy closed at 8:44 p.m.

ATTEST:

Mark Joselyn, Acting Mayor Pro Tem

Jennifer Bourlin, Deputy City Clerk

DRAFT

NORTH BEND CITY COUNCIL MINUTES**December 3, 2024**

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

CALL TO ORDER, ROLL CALL:

Mayor Miller called the regular meeting to order at 7:01 p.m.

Councilmembers Present: Elwood (remote), Gothelf, Koellen, Joselyn, Rustik, Torguson and Tremolada.

Councilmember Rustik **MOVED**, seconded by Councilmember Torguson, to pull AB24-142 – Motion Authorizing Contract with Valley Defenders from the Main Agenda and place it on the Consent Agenda. The motion **PASSED** 7-0.

CONSENT AGENDA:

Minutes – City Council Meetings of November 5, 2024 & November 19, 2024

Payroll – November 20, 2024 – 28888 through **28893**, in the amount of **\$295,661.53**

Checks – December 3, 2024 – 76416 through **76487**, in the amount of **\$1,425,391.51**

AB24-130 – Resolution 2134 Awarding Middle Fork Overlook Project

AB24-131 – Resolution 2135 Authorizing Triple 60 Partners DEA for Gravity Marine

AB24-132 – Resolution 2136 Accepting Maloney Estates Infrastructure Improvements

AB24-133 – Motion Authorizing Contract with G&O for Water System Plan Update

AB24-134 – Motion Authorizing Change Order #1 for 2024 Sidewalk Gaps Project

AB24-135 – Motion Approving PSE Schedule 74 for 2024 Sidewalk Gaps Project

AB24-142 – Motion Authorizing Contract with Valley Defenders

Councilmember Gothelf **MOVED**, seconded by Councilmember Koellen to approve the consent agenda as amended. The motion **PASSED** 7-0.

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

AB24-136 – Appointments to Economic Development Commission

Audio: 5:08

Mayor Miller recommended the reappointments of Beth Burrows to Position No. 3 and Michael Kunz to Position No. 4 on the Business & Economic Development Commission.

Councilmember Gothelf **MOVED**, seconded by Councilmember Rustik to approve AB24-136, confirming the reappointments of Beth Burrows to Position #3 and Michael Kunz to Position #4 on the Business & Economic Development Commission, terms expiring December 31, 2028. The motion **PASSED** 7-0.

Presentation – Affordable Housing Analysis**Audio: 7:26**

Community & Economic Development Director Henderson provided an affordable housing update which included an update on the 230 Main Affordable Housing Project consisting of 230 Main Affordable Housing Goals, who affordable housing was for, 230 Main Project Developer, 230 Main Potential Funding Model and 230 Main Affordable Housing Project timeline update. Additionally, objectives, areas of focus and timeline for the 2025 Affordable Housing Analysis was provided.

AB24-137 – Selection of 2025 Mayor Pro Tem**Audio: 16:27****Mayor Miller called for nominations for 2025 Mayor Pro Tem.**

Councilmember Gothelf **MOVED** to nominate Councilmember Joselyn to serve as the 2025 Mayor Pro-Tem, seconded by Councilmember Elwood.

There were no further nominations. The motion **PASSED** 7-0, and Councilmember Joselyn was selected as the 2025 Mayor Pro-Tem.

MAIN AGENDA:**AB24-138 – Public Hearing Cont., Ordinance 1823 Adopting 2025-2026 Biennial Budget & 2025 Salary Schedule****Audio: 21:37**

Finance Director Chaw provided the staff report.

Mayor Miller announced the Public Hearing on an Ordinance Adopting the 2025-2026 Biennial Budget was opened at the November 19, 2024 City Council meeting and continued to tonight's meeting.

The following individual commented on the agenda item:

Julie Choudhuri, The Trail Youth, 226 E North Bend Way

Mayor Miller closed the Public Hearing at 7:29 p.m.

Councilmember Elwood **MOVED**, seconded by Councilmember Koellen to approve AB24-138, an ordinance adopting the 2025-2026 Biennial Budget and the 2025 Salary Schedule, as a final reading. The motion **PASSED** 7-0.

AB24-139 – Public Hearing, Ordinance 1819 Moratorium on New Towing & Impound Uses in EP1 Zone**Audio: 30:03**

Planning Manager McCarty provided the staff report.

Mayor Miller opened the Public Hearing on Ordinance 1819 – Moratorium on New Towing & Impound Uses in EP1 Zone at 7:34 p.m.

There was no public comment and Mayor Miller closed the Public Hearing at 7:34 p.m.

AB24-140 – Ordinance 1824 Adopting 2024 Comprehensive Plan & Zoning Map

Audio: 33:42

Planning Manager McCarty provided the staff report.

Councilmember Joselyn **MOVED**, seconded by Councilmember Tremolada to approve AB24-140, an ordinance approving the 2024 Comprehensive Plan Amendments, amended Zoning Map, and associated North Bend Municipal Code amendments, as a first and final reading. The motion **PASSED** 6-1 (Gothelf).

AB24-141 – Motion Authorizing MOU RE Meadowbrook Farm Docent Services

Audio: 39:58

Planning Manager McCarty provided the staff report.

Councilmember Joselyn **MOVED**, seconded by Councilmember Rustik to approve AB24-141, authorizing the Mayor to execute a Memorandum of Understanding between the City of North Bend, City of Snoqualmie, and the Meadowbrook Farm Preservation Association for docent services at Meadowbrook Farm. The motion **PASSED** 7-0.

AB24-143 – Motion Authorizing ILA with Issaquah for Jail Services

Audio: 44:55

Police Chief Lynch provided the staff report.

Councilmember Rustik **MOVED**, seconded by Councilmember Torguson to approve AB24-143, authorizing the Mayor to sign an Interlocal Agreement Renewal with the City of Issaquah for Housing Misdemeanor Inmates in the Issaquah Jail, in a form and content acceptable to the City Attorney. The motion **PASSED** 7-0.

AB24-144 – Motion Authorizing Contract with Parametrix for McClellan Alley Project

Audio: 59:33

Deputy City Administrator/Public Works Director Rigos provided the staff report.

The following individual commented on the agenda item:

Craig Glazier, 12414 412th Ave. SE

Councilmember Koellen **MOVED**, seconded by Councilmember Joselyn to approve AB24-144, authorizing the Mayor to execute a contract with Parametrix for the McClellan Street Improvements Capital Project, in an amount not to exceed \$1,176,287.92, in a form and content approved by the City Attorney. The motion **PASSED** 7-0.

AB24-145 – Motion Confirming Appointment of Interim City Administrator

Audio: 1:06:08

Mayor Miller recommended the confirmation of Robert Larson as Interim City Administrator.

Councilmember Gothelf **MOVED**, seconded by Councilmember Joselyn to approve AB24-145, confirming the Mayoral Appointment of Mr. Robert Larson as Interim City Administrator. The motion **PASSED** 7-0.

AB24-146 – Motion Authorizing Interim City Administrator Employment Contract

Audio: 1:11:12

Mayor Miller provided the staff report.

Councilmember Gothelf **MOVED**, seconded by Councilmember Joselyn to approve AB24-146, authorizing the Mayor to execute and administer the Employment Agreement with Robert Larson. The motion **PASSED** 6-1 (Torguson).

MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Councilmember Elwood thanked Councilmember Gothelf for serving as Mayor Pro Tem during 2024 and commented he looked forward to working with incoming Mayor Pro Tem Joselyn. Additionally, he expressed his excitement for the upcoming Council Retreat and visioning exercises/processes and wished everyone a “Happy Holidays”.

Councilmember Koellen mentioned the short daylight hours and encouraged everyone to watch out for pedestrians when driving at night.

Councilmember Tremolada commented on his first year as a Councilmember and welcomed new staff members. Additionally, he thanked Councilmember Koellen for running as a state representative for District 12 and encouraged all to attend Holly Days where Ignite Dance Studio will be performing.

Councilmember Gothelf thanked fellow Councilmembers for allowing him to serve as Mayor Pro Tem in 2024 and thanked incoming Mayor Pro Tem Joselyn for his willingness to serve in 2025. Additionally, he thanked Public Works staff and all first responders for their efforts during the recent “bomb cyclone” weather event and reminded all to drive safely during the nighttime hours.

Councilmember Rustik echoed fellow Councilmember comments and noted today was “Giving Tuesday” and encouraged all to consider donating to local non-profit organizations.

Councilmember Joselyn acknowledged the Snoqualmie/North Bend Police Department’s efforts during the recent bad weather event and hit and run incident. Additionally, he welcomed incoming Interim City Administrator Larson and thanked outgoing Mayor Pro Tem Gothelf for all of his work during 2024. He concluded by noting he looked forward to working with Council and staff in 2025.

Mayor Miller spoke regarding the following items:

- Light Up North Bend Holiday Lighting Registration Deadline on December 8th.
- Holly Days Festival – Saturday, December 7th 5 – 8 p.m. @ Downtown
- Updated Snow Plow Route on City website
- Cancellation of December 17th Council Meeting & December 24th Council Workstudy

Councilmember Elwood left the meeting at 8:25 p.m.

EXECUTIVE SESSION:

Mayor Miller recessed the regular meeting for an Executive Session at 8:25 p.m. to discuss potential litigation, pursuant to RCW 42.30.110(1)(i). No action was anticipated as a result of the Executive Session, which was expected to last thirty minutes and videotaping of the meeting ceased.

At 8:55 p.m. it was announced to audience members outside the adjournment room that the Executive Session was expected to last an additional fifteen minutes.

At 9:10 p.m. it was announced to audience members outside the adjournment room that the Executive Session was expected to last an additional ten minutes.

At 9:20 p.m. it was announced to audience members outside the adjournment room that the Executive Session was expected to last an additional ten minutes.

The regular meeting reconvened at 9:30 p.m.

ADJOURNMENT:

Councilmember Joselyn **MOVED** to adjourn, seconded by Councilmember Rustik. The motion **PASSED** 6-0.

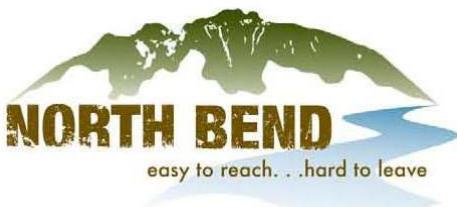
The meeting adjourned at 9:30 p.m.

ATTEST:

Mary Miller, Mayor

Susie Oppedal, City Clerk

DRAFT



City Council Agenda Bill

SUBJECT:	Agenda Date: January 7, 2025	AB25-001
Motion Authorizing the Mayor to Approve Employee Agreements for Directors	Department/Committee/Individual	
	Mayor Mary Miller	
	Interim City Administrator – Bob Larson	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	X
	Comm. & Economic Development – James Henderson	
Cost Impact: N/A	Finance – Martin Chaw	X
Fund Source: N/A	Public Works – Mark Rigos	
Timeline: Immediate		
Attachments: Director Employee Agreements		

SUMMARY STATEMENT:

Retaining high quality and talented members of the City's current staff is critical to providing continuity in public services, to provide leadership to the staff and to be an important resource to Council, Mayor and City Administrator. It is in the mutual best interest of the City and the individual directors to have clear expectations and legal safeguards outlined in an employment agreement.

Several cities in our area offer employee agreements to upper-level management. Examples of these cities include Kirkland, Des Moines, Maple Valley and Issaquah.

City staff have worked with legal counsel to prepare draft employment agreements for review and signature by each of the City's current department directors. These include Public Works (Mark Rigos), Finance (Martin Chaw), Community and Economic Development (James Henderson), and Administrative Services (Lisa Escobar).

APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services.

COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the Finance and Administration Committee on November 12, 2024. The Committee recommended approval and bringing this agenda item to the January 7, 2025 City Council meeting.

RECOMMENDED ACTION: **MOTION to approve AB25-001, authorizing the Mayor to approve Employment Agreements for Directors, in a form and content approved by the City Attorney.**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
January 7, 2025		

**CITY OF NORTH BEND
DEPARTMENT DIRECTOR EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into between the CITY OF NORTH BEND, a Washington municipal corporation (the “City”) and Mark Rigos, Department Director, to describe the terms and conditions of the Department Director’s employment by the City as its Deputy City Administrator/Public Works Director.

RECITALS

WHEREAS, Mark Rigos has the skills, experience and qualifications necessary to perform the duties of Deputy City Administrator/Public Works Director as described in the job description attached as Exhibit A, and

WHEREAS, Mark Rigos agrees to serve in the capacity of Deputy City Administrator/Public Works Director subject to the terms and conditions set forth in this Employment Agreement, and

WHEREAS, Mark Rigos acknowledges that the 2025 Cost of Living Increase to wages shall serve as adequate consideration for this Agreement, and

NOW, THEREFORE, FOR AND IN CONSIDERATION OF in consideration of the above recital and of other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Deputy City Administrator/Public Works Director and the City agree as follows:

AGREEMENT

1. Employment. The City hereby employs the Deputy City Administrator/Public Works Director to serve in the position of Deputy City Administrator/Public Works Director for the City of North Bend. The duties of said position shall be to perform all duties assigned to the position of Deputy City Administrator/Public Works Director as provided in the job description, the North Bend Municipal Code, and Washington State law, together with such other and further duties and special projects as may be assigned to the Deputy City Administrator/Public Works Director by the City’s Mayor or designee. The Deputy City Administrator/Public Works Director shall serve at the pleasure and at the discretion of the City’s Mayor.
2. Duration of Employment. This Employment Agreement shall become effective on January 1, 2025, and shall continue indefinitely thereafter unless sooner terminated by the parties as provided in paragraphs 3 and 4 below.
3. “At Will” – Termination by the City. The Deputy City Administrator/Public Works Director shall at all times during their employment be considered an “at Will” employee, subject to termination by the City’s Mayor at any time with or without cause. Nothing in the Agreement shall be construed other than an “at Will” employment relationship between the City and the Deputy City Administrator/Public Works Director construed other than an “at Will” employment relationship between the City and the Deputy City

Administrator/Public Works Director and the Deputy City Administrator/Public Works Director expressly acknowledges that no contrary representations have been made by the City.

4. **Resignation – Termination by the Finance Director.** The Deputy City Administrator/Public Works Director reserves the right to resign or retire from employment at any time with or without cause. The Deputy City Administrator/Public Works Director agrees to give the City not less than thirty (30) working days' notice prior to the effective date of any such resignation.
5. **Compensation.** The Deputy City Administrator/Public Works Director shall be compensated for services rendered during the term of this Agreement as follows:
 - a. **Base Salary.** The Deputy City Administrator/Public Works Director shall receive a monthly salary of \$16926 per month. The rate of pay may be adjusted annually thereafter consistent with the salary range and steps established for his/her position and equal to the cost-of-living and/or cost-of-market increases given to Department Head level positions or higher.
 - b. **Benefits.** The Deputy City Administrator/Public Works Director shall be entitled to sick leave accrual set forth in the City Personnel Policies, and 12 paid holidays, plus 1 floating holiday chosen by mutual agreement, to total 13 paid holidays annually. The Deputy City Administrator/Public Works Director shall be entitled to vacation leave accrual as set forth in the City Personnel Policies at a rate of up to 16.6 hours per month equivalent to 200 hours annually. The Deputy City Administrator/Public Works Director shall also receive all other benefits provided by the City of North Bend to regular employees as follows:
 - Medical insurance, premium paid 95% and 90% paid for spouse and dependent children.
 - Dental insurance, premium paid 95% and 90% paid for spouse and dependent children.
 - Vision insurance, premium paid 100% and 100% paid for spouse and dependent children.
 - Standard Insurance life insurance policy of \$50,000 paid for employee only.
 - Enrollment in Public Employees Retirement System (PERS) retirement system.
 - Executive Leave of 90 hours annually
 - All other benefits provided to City of North Bend regular employees as they exist now or may be modified in the future.

The Deputy City Administrator/Public Works Director shall also be entitled to elect other voluntary benefit options as they exist now or as they are modified in

the future. The following describes the voluntary benefits as they exist on the effective date of the Agreement:

- Self-paid individual and/or family supplemental insurance coverage for Short-term Disability, Cancer Care, and Critical Illness.
- Pre-tax deductions for Unreimbursed Medical expenses and/or Dependent Day Care.
- Additional self-paid Voluntary Group Life Insurance.
- Self-paid enrollment in the choice of two Deferred Compensation Plans.

c. Timing of Monthly Payments – Deductions. All monthly payment of salary and benefits shall be made at the same time and on the same date as the City's regular payroll. All such monthly payments shall be subject to all required state and federal deductions, including income tax, social security, and any other deduction required and authorized by law.

6. Work Schedule. The Deputy City Administrator/Public Works Director is a confidential, exempt employee for purposes of the Federal Fair Labor Standards Act and as such shall not work a fixed forty (40) hour per week schedule. The Deputy City Administrator/Public Works Director shall generally work at North Bend City Hall during regular business hours of the City, Monday through Friday, provided, that the Deputy City Administrator/ Public Works Director shall receive time off for holidays according to the holiday schedule customarily observed by the City. The Deputy City Administrator/Public Works Director is also required to attend all meetings of the North Bend City Council and such other council committee, city board, commission and staff meetings as requested by the Mayor or as required by the duties of the position.

7. Other Activities. The Deputy City Administrator/Public Works Director shall focus their professional time, ability, and attention to City business during the term of this Agreement. The Deputy City Administrator/Public Works Director shall not engage, without the express prior written consent of the City Council, in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the City, that might cause a conflict-of-interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of the functions and duties of Deputy City Administrator/Public Works Director.

8. City Documents. All data, studies, reports and other documents prepared by the Deputy City Administrator/Public Works Director while performing his duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to the Deputy City Administrator/Public Works Director in connection with the performance of this Agreement shall be held confidential by the Deputy City Administrator/Public Works

Director to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by Employee, without the prior written consent of the City Council, for any purposes other than the performance of their duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

9. Severance Package.

- a. Severance for At Will Termination. In the event the Deputy City Administrator/Public Works Director's employment with the City is terminated for any reason other than those delineated in subparagraph (b) below, the City will provide the Deputy City Administrator/Public Works Director a severance payment for six (6) months of salary, less mandatory payroll deductions, and six (6) months equivalent medical and dental coverage (employer plus employee portions and to include spouse and dependents, if enrolled at the time of termination) within thirty (30) days of the effective date of termination. The severance payment and insurance payment will be paid monthly for six (6) months following at will termination.
- b. Termination by Resignation or for Cause. The severance package provided for in subparagraph (a) above shall not be available to the Deputy City Administrator/Public Works Director if the termination of the Deputy City Administrator/Public Works Director's employment with the City is due to:
 - i. Resignation. The Deputy City Administrator/Public Works Director's voluntary resignation from employment. For purposes of this paragraph, "voluntary resignation" means a resignation of employment resulting from the free choice of the Deputy City Administrator/Public Works Director and not the result of anything that could be reasonably construed as a suggestion to resign in lieu of termination made by any appointed or elected agent of the City;
 - ii. Misconduct. Criminal conduct, commission of any crime, abuse of public office, illegal acts involving personal gain to the Employee, malfeasance in office, or other gross misconduct, including, but not limited to, fraud, deceit, embezzlement, theft of funds or property, assault, or sexual, racial, or other harassment; or
 - iii. Job Performance. Insubordination or incompetence of the Deputy City Administrator/Public Works Director in the performance of their official duties.
- c. Construction. The severance package provided in subparagraph (a) above shall not be construed as an extension of the Deputy City Administrator/Public Works Director's employment beyond the termination date. The Deputy City

Administrator/Public Works Director shall not, during the period between the termination date and the end of the severance payments, accrue any additional sick leave, vacation, leave, or other benefit accorded active City employees.

10. **Hold Harmless.** The City of North Bend agrees to hold harmless and indemnify the Deputy City Administrator/Public Works Director from any and all costs, risk or liability associated with or arising out of acts or failures to act which are performed within the scope of his or her employment as the Deputy City Administrator/Public Works Director including the reasonable cost of legal defense by counsel appointed by the City or its insurance carrier, as applicable. This promise to indemnify shall exclude only criminal acts of the Deputy City Administrator/Public Works Director and acts or failure to act which would constitute an intentional tort or intentional wrongdoing knowingly committed by the Deputy City Administrator/Public Works Director outside the scope of his or her duties or without the express direction of the Mayor, Mayor's designee, or City Council of the City of North Bend. This promise to hold harmless and indemnify shall survive beyond the employment of the Deputy City Administrator/Public Works Director with the City of North Bend in order that the Community and Economic Development Director shall be held harmless, indemnified, and defended in the future for all acts taken as the Deputy City Administrator/Public Works Director subject to the limitations contained herein.
11. **General Provisions.**
 - a. **Provisions Severable.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.
 - b. **Rights and Remedies.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.
 - c. **Attorney's Fees.** In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the parties shall bear their own costs and fees.
 - d. **Entire Agreement.** This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.
 - e. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Washington; venue for any dispute shall be in King County, Washington.
 - f. **No Waiver.** No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.

- g. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- h. Amendment. No amendment of this Agreement shall be effective unless the amendment is in writing, signed by each of the parties.

Dated this _____ day of _____, 202____.

EMPLOYEE:

Mark Rigos, Deputy City Administrator/Public Works Director Mary Miller, Mayor

Attest:

Susie Oppedal, City Clerk

Approved as to Form:

Kendra Rosenberg, City Attorney

CITY OF NORTH BEND, WASHINGTON
POSITION DESCRIPTION



Class Title: Deputy City Administrator / Public Works Director
Department: Public Works
Salary: \$13,669 - \$16,926 per month, DOQ
 Non-Union, FLSA Exempt

Position Open Until Filled

POSITION SUMMARY

The Public Works Director plans, organizes and directs the activities and operations of the Engineering, Road Maintenance, Wastewater Utility, Water Utility, Stormwater Utility, and Parks divisions to assure the effective construction, maintenance and operation of the City's infrastructure. Services include the construction, maintenance, and repair of city streets, storm and flood drains; buildings, parks and grounds maintenance; water and sewer systems construction, maintenance and repair; operations of a sewage treatment plant; and engineering. Work involves developing and implementing departmental policies, planning and executing both short and long-range programs and coordinating departmental activities with other city departments and private or civic organizations. The incumbent will develop effective working relationships with administration, officials, citizens and applicants to ensure cooperation and efficient operation of city government.

Serves as Acting City Administrator during the City Administrators absence.

ESSENTIAL FUNCTIONS

- Plans and implements a comprehensive Public Works program for the city; integrates public works programs and activities with other city, county, state, and federal departments and/or agencies.
- Plans and directs the activities of all assigned personnel through one or more supervisors or leads; and formulates and enforces department rules, regulations, work methods and procedures.
- Prepares studies, reports, and recommendations relative to the Public Works programs and special projects; determines and recommends what Public Works programs or major projects should be initiated, dropped, or modified.
- Perpetuates Public Works improvements and projects by initiating and/or assisting in the acquisition of grants, easements, etc.; determines the resources needed for approved projects; and reviews work activities to ensure efficient and safe operations and conformance with established state, county, and city standards, regulations and policies.

- Prepares budget estimates and controls the expenditure of department funds: this includes the planning and budgeting for future Public Works activities; establishing an adequate system of reporting from subordinates to assure necessary control information; and the evaluation of services rendered in relation to cost vs. benefits derived and continuing need.
- Provides expertise/project management for review of private development proposals or for design and construction of city owned projects.
- Reviews and approves special permit applications and causes work to be inspected to assure compliance with permit requirements.
- Initiates periodic study and analysis of street and pedestrian traffic flow, congestion, accidents, and other conditions affecting the safe and convenient use of streets and walkways.
- Attends various hearings, seminars, and civic and business meetings on behalf of the Public Works Department.
- Develops and implements departmental and city-wide policies related to the operations and management of the Public Works Department or city owned infrastructure and properties.
- Oversees and manages the city's Emergency Management Program.
- Oversees programs within the department such as the Community Rating System for flood plain management, Neighborhood Traffic Safety Program, potable water conservation, Inflow and Infiltration Reduction Program in the sewer system, private on-site stormwater facility maintenance enforcement, etc.
- Oversees operation of the Sewer, Water, Storm, Flood, Street, and Park divisions of the department.
- Attends City Council meetings/workshops representing the department and presenting issues for council consideration/action.
- Solicits, negotiates, and manages contracts with consultants for support services associated with the Public Works Department.

AUXILIARY DUTIES:

An employee in this classification is expected to routinely perform other duties as assigned that would typically be performed by another exempt employee.

SUPERVISION:

The Public Works Director is supervised by the City Administrator. Latitude for independent action and decisions will be commensurate with demonstrated ability.

TOOLS AND EQUIPMENT USED:

Work involves the use of a calculator, personal computer and associated software, engineering design tools, survey level, tripod, and rod, traffic counters, copiers, printers, fax machines, and other general office or field equipment related to the engineering profession.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Work is performed in both the office and in the field involving contact with the general public, contractors, consultants, etc. Activities involve attending scheduled council and committee meetings, driving to project sites or outside jurisdictions, attending meetings of other organizations or associations, etc. Work involves moderate risk conditions, such as high level noise, dust or mud, moving vehicles or machines, cold and/or wet weather, and toxic odors. Work requires some physical exertion, such as long periods of standing, walking over rough, uneven surfaces, wading in water, and recurring bending, crouching, reaching and occasional lifting of moderately heavy items such as catch basin grates or sewer manhole lids. During occasional emergency situations, the incumbent may be exposed to extreme weather and working conditions.

DESIRED MINIMUM QUALIFICATIONS:**Education and Experience:**

Bachelor's degree in civil engineering, business, public administration or closely related field, and 7 or more years of high-level management experience involved in the planning, design, operation and construction of governmental public works projects, including supervisory and managerial responsibilities, grant writing and budget experience. Washington State Professional Civil Engineer License is preferred.

Necessary Knowledge, Skills, and Abilities:

- Principles and practices of civil engineering as applied to public works projects and public works administration.
- Management and supervisory principles and practices including program planning, budgeting, grants, direction, coordination and evaluation.
- Practices and principles of government fiscal management, including budget preparation, expenditure control, grant writing, and record keeping.
- Thorough knowledge of personnel and programs management principles and practices, including optimum use of human and material resources.
- Good knowledge of federal, state and local rules, laws, codes and procedures as they relate to area of assignment.
- Good knowledge of civil engineering theory, procedures, and practices as pertains to the design, construction, and maintenance of municipal public works including without limitation a wastewater treatment plant, water utility and storm water utility.
- Ability to formulate and implement a sound, progressive public works program and sustain operations and maintain responsibility for a variety of activities without regular direction.
- Ability to plan, direct, and coordinate the work of subordinates.
- Ability to express ideas clearly and concisely, orally and in writing to groups and to individuals.

- Ability to establish and maintain effective working relationships with superiors, subordinates, contractors, engineers, property owners, advisory boards, other agencies and the general public and the ability to secure compliance with construction plans, specifications, and standards in a tactful yet effective manner.
- Information system principles and computer applications including word processing and spreadsheet software commonly used in public works programs.
- Use of software including Microsoft Office Word, Excel and Outlook.

LICENSE AND CERTIFICATION REQUIREMENTS:

- Valid Washington State Driver's License.
- The Public Works Director may be a State of Washington licensed professional engineer in the civil field. Please submit a copy of your Washington State Professional Civil Engineer License with your application, if applicable.

ADDITIONAL INFORMATION:

Reasonable accommodation will be made as required by the Americans with Disabilities Act to enable a person with a disability to perform the essential functions of this position. This description is not a contract of employment and is intended only to provide a general description of duties performed by an employee in this classification, other duties may be assigned, and this description may be amended as needed.

APPLICANT INSTRUCTIONS:

The City must receive a **completed City of North Bend Application Packet**. Incomplete, or late application packets or supplemental information may not be accepted. A **completed application packet consists of the following: a completed City of North Bend Application; Letter of Interest; Resume; and any supplemental education or training information that you wish us to consider that relates to this position**. Signed application packets may be either 1) mailed to City of North Bend, Attn: Human Resources, 920 SE Cedar Falls Way, North Bend, WA 98045, or 2) emailed to edeberg@northbendwa.gov to be accepted as complete. Application materials and additional information is available on the City's website at www.northbendwa.gov.

**CITY OF NORTH BEND
DEPARTMENT DIRECTOR EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into between the CITY OF NORTH BEND, a Washington municipal corporation (the "City") and Martin Chaw, Department Director, to describe the terms and conditions of the Department Director's employment by the City as its Finance Director.

RECITALS

WHEREAS, Martin Chaw has the skills, experience and qualifications necessary to perform the duties of Finance Director as described in the job description attached as Exhibit A, and

WHEREAS, Martin Chaw agrees to serve in the capacity of Finance Director subject to the terms and conditions set forth in this Employment Agreement, and

WHEREAS, Martin Chaw acknowledges that the 2025 Cost of Living Increase to wages shall serve as adequate consideration for this Agreement, and

NOW, THEREFORE, FOR AND IN CONSIDERATION OF in consideration of the above recital and of other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Finance Director and the City agree as follows:

AGREEMENT

1. Employment. The City hereby employs the Finance Director to serve in the position of Finance Director for the City of North Bend. The duties of said position shall be to perform all duties assigned to the position of Finance Director as provided in the job description, the North Bend Municipal Code, and Washington State law, together with such other and further duties and special projects as may be assigned to the Finance Director by the City's Mayor or designee. Pursuant to NBMC [2.09.010] Finance Director shall serve at the pleasure and at the discretion of the City's Mayor.
2. Duration of Employment. This Employment Agreement shall become effective on January 1, 2025, and shall continue indefinitely thereafter unless sooner terminated by the parties as provided in paragraphs 3 and 4 below.
3. "At Will" – Termination by the City. The Finance Director shall at all times during their employment be considered an "at Will" employee, subject to termination by the City's Mayor at any time with or without cause. Nothing in the Agreement shall be construed other than an "at Will" employment relationship between the City and the Finance Director and the Finance Director expressly acknowledges that no contrary representations have been made by the City.
4. Resignation – Termination by the Finance Director. The Finance Director reserves the right to resign or retire from employment at any time with or without cause. The Finance

Director agrees to give the City not less than thirty (30) working days' notice prior to the effective date of any such resignation.

5. Compensation. The Finance Director shall be compensated for services rendered during the term of this Agreement as follows:

- a. Base Salary. The Finance Director shall receive a monthly salary of \$15672 per month. The rate of pay may be adjusted annually thereafter consistent with the salary range and steps established for his position and equal to the cost-of-living and/or cost-of-market increases given to Department Head level positions or higher.
- b. Benefits. The Finance Director shall be entitled to sick leave accrual set forth in the City Personnel Policies, and 12 paid holidays, plus 1 floating holiday chosen by mutual agreement, to total 13 paid holidays annually. The Finance Director shall be entitled to vacation leave accrual as set forth in the City Personnel Policies at a rate of up to 16.6 hours per month equivalent to 200 hours annually. The Finance Director shall also receive all other benefits provided by the City of North Bend to regular employees as follows:
 - Medical insurance, premium paid 95% and 90% paid for spouse and dependent children.
 - Dental insurance, premium paid 95% and 90% paid for spouse and dependent children.
 - Vision insurance, premium paid 100% and 100% paid for spouse and dependent children.
 - Standard Insurance life insurance policy of \$50,000 paid for employee only.
 - Enrollment in Public Employees Retirement System (PERS) retirement system.
 - Executive Leave of 90 hours annually.
 - All other benefits provided to City of North Bend regular employees as they exist now or may be modified in the future.

The Finance Director shall also be entitled to elect other voluntary benefit options as they exist now or as they are modified in the future. The following describes the voluntary benefits as they exist on the effective date of the Agreement:

- Self-paid individual and/or family supplemental insurance coverage for Short-term Disability, Cancer Care, and Critical Illness.
- Pre-tax deductions for Unreimbursed Medical expenses and/or Dependent Day Care.
- Additional self-paid Voluntary Group Life Insurance.
- Self-paid enrollment in the choice of two Deferred Compensation Plans.

- c. Timing of Monthly Payments – Deductions. All monthly payment of salary and benefits shall be made at the same time and on the same date as the City's regular payroll. All such monthly payments shall be subject to all required state and federal deductions, including income tax, social security, and any other deduction required and authorized by law.
- 6. Work Schedule. The Finance Director is a confidential, exempt employee for purposes of the Federal Fair Labor Standards Act and as such shall not work a fixed forty (40) hour per week schedule. The Finance Director shall generally work at North Bend City Hall during regular business hours of the City, Monday through Friday, provided, that the Finance Director shall receive time off for holidays according to the holiday schedule customarily observed by the City. The Finance Director is also required to attend all meetings of the North Bend City Council and such other council committee, City board, commission and staff meetings as requested by the Mayor or as required by the duties of the position.
- 7. Other Activities. The Finance Director shall focus their professional time, ability, and attention to City business during the term of this Agreement. The Finance Director shall not engage, without the express prior written consent of the City Council, in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the City, that might cause a conflict-of-interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of the functions and duties of Finance Director.
- 8. City Documents. All data, studies, reports and other documents prepared by the Finance Director while performing his duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to the Finance Director in connection with the performance of this Agreement shall be held confidential by the Finance Director to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by Employee, without the prior written consent of the City Council, for any purposes other than the performance of their duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.
- 9. Severance Package.
 - a. Severance for At Will Termination. In the event the Finance Director's employment with the City is terminated for any reason other than those delineated in subparagraph (b) below, the City will provide the Finance Director a severance payment for six (6) months of salary, less mandatory payroll deductions, and six

(6) months equivalent medical and dental coverage (employer plus employee portions and to include spouse and dependents, if enrolled at the time of termination) within thirty (30) days of the effective date of termination. The severance payment and insurance payment will be paid monthly for six (6) months following at will termination.

b. Termination by Resignation or for Cause. The severance package provided for in subparagraph (a) above shall not be available to the Finance Director if the termination of the Finance Director's employment with the City is due to:

- i. Resignation. The Finance Director's voluntary resignation from employment. For purposes of this paragraph, "voluntary resignation" means a resignation of employment resulting from the free choice of the Finance Director and not the result of anything that could be reasonably construed as a suggestion to resign in lieu of termination made by any appointed or elected agent of the City;
- ii. Misconduct. Criminal conduct, commission of any crime, abuse of public office, illegal acts involving personal gain to the Employee, malfeasance in office, or other gross misconduct, including, but not limited to, fraud, deceit, embezzlement, theft of funds or property, assault, or sexual, racial, or other harassment; or
- iii. Job Performance. Insubordination or incompetence of the Finance Director in the performance of their official duties.

c. Construction. The severance package provided in subparagraph (a) above shall not be construed as an extension of the Finance Director's employment beyond the termination date. The Finance Director shall not, during the period between the termination date and the end of the severance payments, accrue any additional sick leave, vacation, leave, or other benefit accorded active City employees.

10. Hold Harmless. The City of North Bend agrees to hold harmless and indemnify the Finance Director from any and all costs, risk or liability associated with or arising out of acts or failures to act which are performed within the scope of his or her employment as the Finance Director including the reasonable cost of legal defense by counsel appointed by the City or its insurance carrier, as applicable. This promise to indemnify shall exclude only criminal acts of the Finance Director and acts or failure to act which would constitute an intentional tort or intentional wrongdoing knowingly committed by the Finance Director outside the scope of his or her duties or without the express direction of the Mayor, Mayor's designee, or City Council of the City of North Bend. This promise to hold harmless and indemnify shall survive beyond the employment of the Finance Director with the City of North Bend in order that the Finance Director shall be held

harmless, indemnified, and defended in the future for all acts taken as the Finance Director subject to the limitations contained herein.

11. General Provisions.

- a. Provisions Severable. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.
- b. Rights and Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.
- c. Attorney's Fees. In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the parties shall bear their own costs and fees.
- d. Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.
- e. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Washington; venue for any dispute shall be in King County, Washington.
- f. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.
- g. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- h. Amendment. No amendment of this Agreement shall be effective unless the amendment is in writing, signed by each of the parties.

Dated this _____ day of _____, 202____.

EMPLOYEE:

Martin Chaw, Finance Director

CITY OF North Bend:

Mary Miller, Mayor

Attest:

Susie Oppedal, City Clerk

Approved as to Form:

Kendra Rosenberg, City Attorney



CITY OF NORTH BEND, WASHINGTON
POSITION DESCRIPTION

Class Title: Finance Director
 Department: Finance
 Salary: \$13,035 - \$16,332 per month DOQ Non-Union, FLSA

POSITION SUMMARY:

The Finance Director position directs the operation of the Finance Department including revenue functions, investments, utility billing, accounts payable, debt administration, city-wide budget, financial reporting and internal audit functions. Serves as a member of the City's executive leadership team and provides recommendations to the Mayor and City Administrator for strategic direction of fiscal policy matters to maintain and enhance the financial health of the City.

SUPERVISORY RELATIONSHIPS:

Reports to the City Administrator. Works independently with general guidance from the City Administrator to ensure coordination of objectives and priorities of the Mayor and Council. Supervises department staff and works under the guidelines of various governmental financial and accounting regulations, as well as under the City's policies, procedures, municipal code, ordinances, and various other state and federal regulations.

ESSENTIAL FUNCTIONS:

1. **General Management:** Plans, organizes and directs the financial administration of the City, including the general accounting system, establishment of procedures and controls over municipal revenues and expenditures. Through department managers, oversees utility billing and collections; accounts payable, financial reporting; accounting and audit functions, investments, and debt administration.
2. **Fiscal Policy:** Provides recommendations to the Mayor and City Administrator for strategic direction of fiscal policy matters to ensure the City's financial wellbeing, including those factors that relate to the City's bond rating. Approves or recommends City-wide financial and internal control policies.
3. **Financial Reporting and Communications:** Prepares and presents to the City Council and the Mayor quarterly and annual financial reports of the City's financial condition. Responds to citizen and media inquiries for financial information.
4. **Budget Development & Resource Planning:** Under the supervisor of the City Administrator is responsible for development of the City-wide Budget and Capital Improvement Projects budget. Monitors and reports to the Council year-to-date budget progression by Fund, and Department as needed. Prepares and presents quarterly budget ordinance adjustment recommendations to City Council.

Necessary Knowledge, Skills, and Abilities:

- Proficient written and verbal communication skills, including public speaking and presentation skills, and the ability to communicate professionally, clearly, and effectively with the Mayor, City Council, City staff, and the public.
- Effective interpersonal skills using professionalism, patience, and courtesy.
- Accurate advanced mathematical, accounting, report preparation, recordkeeping, and data entry skills.
- Decision-making, problem-solving, leadership and conflict-resolution skills.
- Detail-oriented with strong organizational, research and analytical skills.
- Proficiency in Microsoft Office (Excel, Word, Access, and Outlook) and Adobe products, and ability to learn other computer program applications as required by the job.
- Principles of supervision, training and performance evaluation.
- Generally Accepted Accounting Principles (GAAP) and Budgeting, Accounting, and Reporting System (BARS).
- Financial and statistical analysis and research.
- Principles of supervision, training and performance evaluation.
- Perform fiscal and program analysis and make appropriate recommendations.
- Analyze financial impacts of internal and external factors.
- Manage and direct the work of assigned staff.
- Organize and analyze data from multiple sources and prepare reports, narratives, statistical charts and other documents.
- Provide instruction and assistance to other City departments in budget preparation.
- Identify and resolve problems in budget and financial reports and data processing systems.
- Provide analysis, projections and recommendations on financial policies, procedures and internal controls.
- Interact cooperatively, establish and maintain effective working relationships with other employees, elected officials, and the general public, and the ability to deal with the public in a tactful yet courteous and effective manner.

Ability and willingness to have flexible work hours and attend regular evening or occasional weekend meetings. Maintain a sense of humor and positive attitude.

EXPERIENCE AND TRAINING REQUIREMENTS:

- Bachelor's degree in Accounting, Finance, Business Administration, or related field.
- Five (5) years of progressively responsible experience in municipal finance operations, accounting, budgeting, financial analysis, or related field with two (2) or more years in a supervisory capacity.
- Experience in governmental finance is preferred.
- CPA, CPFO and/or MBA or MPA degree is desired but not required.
- An equivalent combination of experience and education which provides the necessary skills and knowledge required of the position will be considered.

LICENSE AND CERTIFICATION REQUIREMENTS:

- Valid Washington State Driver's License or ability to obtain upon employment.
- Must have a driving history acceptable to the City and maintain an insurable driving record.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

The City of North Bend strives to be a diverse workforce that is representative of the community we serve. We value a variety of perspectives and life experiences and encourage people of all backgrounds to apply. Applicants are considered for employment without regard to race, color, gender, sexual orientation, gender identity or expression, religion, national origin, marital status, age, disability, veteran status, genetic information, or any other protected status under federal, state and local laws. We believe diversity and inclusion among our teammates is critical to the success of our City operations.

The work environment and physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this position.

Work is typically performed in a fast-paced office environment or public setting with occasional outdoor activity required. Work involves moderate noise typical of an office environment including ringing phones, multiple conversations and operating office machines. There may be possible interactions with irate or difficult individuals.

Work involves sitting for long periods of time, walking, climbing stairs, talking, hearing, using hands to handle, feel or operate objects, tools or controls and reach with hands and arms. Vision abilities required by this position include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus. The employee may be required to push, pull, lift and/or carry up to 30 pounds. Work may periodically require the employee to climb, balance, bend stoop, kneel, crouch and/or crawl. Employee will be required to wear safety protective gear when necessary. Some outside fieldwork may be needed and exposure to inclement weather including rain, snow, heat, and humidity may occur. Night or weekend meetings or work may be required.

ADDITIONAL INFORMATION:

Reasonable accommodation will be made as required by the Americans with Disabilities Act to enable a person with a disability to perform the essential functions of this position. This description is not a contract of employment and is intended only to provide a general description of duties performed by an employee in this classification, other duties may be assigned, and this description may be amended as needed.

APPLICANT INSTRUCTIONS:

The City must receive a **completed City of North Bend Application Packet**. Incomplete, or late application packets or supplemental information may not be accepted. A completed application packet consists of the following: a **completed City of North Bend Application**; **Letter of Interest**; **Resume**; and **any supplemental education or training information that you wish us to consider that relates to this position**. Signed application packets may be either 1) mailed to City of North Bend, Attn: Human Resources, 920 SE Cedar Falls Way, North Bend, WA 98045, or 2) emailed to edeberg@northbendwa.gov to be accepted as complete. Application materials and additional information is available on the City's website at www.northbendwa.gov.

**CITY OF NORTH BEND
DEPARTMENT DIRECTOR EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into between the CITY OF NORTH BEND, a Washington municipal corporation (the “City”) and James Henderson, Department Director, to describe the terms and conditions of the Department Director’s employment by the City as its Community and Economic Development Director.

RECITALS

WHEREAS, James Henderson has the skills, experience and qualifications necessary to perform the duties of Community and Economic Development Director as described in the job description attached as Exhibit A, and

WHEREAS, James Henderson agrees to serve in the capacity of Community and Economic Development Director subject to the terms and conditions set forth in this Employment Agreement, and

WHEREAS, James Henderson acknowledges that the 2025 Cost of Living Increase to wages shall serve as adequate consideration for this Agreement, and

NOW, THEREFORE, FOR AND IN CONSIDERATION OF in consideration of the above recital and of other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Community and Economic Development Director and the City agree as follows:

AGREEMENT

1. Employment. The City hereby employs the Community and Economic Development Director to serve in the position of Community and Economic Development Director for the City of North Bend. The duties of said position shall be to perform all duties assigned to the position of Community and Economic Development Director as provided in the job description, the North Bend Municipal Code, and Washington State law, together with such other and further duties and special projects as may be assigned to the Community and Economic Development Director by the City’s Mayor or designee. The Community and Economic Development Director shall serve at the pleasure and at the discretion of the City’s Mayor.
2. Duration of Employment. This Employment Agreement shall become effective on January 1, 2025, and shall continue indefinitely thereafter unless sooner terminated by the parties as provided in paragraphs 3 and 4 below.
3. “At Will” – Termination by the City. The Community and Economic Development Director shall at all times during their employment be considered an “at Will” employee, subject to termination by the City’s Mayor at any time with or without cause. Nothing in the Agreement shall be construed other than an “at Will” employment relationship between the City and the Finance construed other than an “at Will” employment

relationship between the City and the Community and Economic Development Director and the Community and Economic Development Director expressly acknowledges that no contrary representations have been made by the City.

4. Resignation – Termination by the Community and Economic Development Director. The Community and Economic Development Director reserves the right to resign or retire from employment at any time with or without cause. The Community and Economic Director agrees to give the City not less than thirty (30) working days' notice prior to the effective date of any such resignation.
5. Compensation. The Community and Economic Director shall be compensated for services rendered during the term of this Agreement as follows:
 - a. Base Salary. The Community and Economic Director shall receive a monthly salary of \$14620 per month. The rate of pay may be adjusted annually thereafter consistent with the salary range and steps established for his/her position and equal to the cost-of-living and/or cost-of-market increases given to Department Head level positions or higher.
 - b. Benefits. The Community and Economic Development Director shall be entitled to sick leave accrual set forth in the City Personnel Policies, and 12 paid holidays, plus 1 floating holiday chosen by mutual agreement, to total 13 paid holidays annually. The Community and Economic Development Director shall be entitled to vacation leave accrual as set forth in the City Personnel Policies at a rate of up to 16.6 hours per month equivalent to 200 hours annually. The Community and Economic Development Director shall also receive all other benefits provided by the City of North Bend to regular employees as follows:
 - Medical insurance, premium paid 95% and 90% paid for spouse and dependent children.
 - Dental insurance, premium paid 95% and 90% paid for spouse and dependent children.
 - Vision insurance, premium paid 100% and 100% paid for spouse and dependent children.
 - Standard Insurance life insurance policy of \$50,000 paid for employee only.
 - Enrollment in Public Employees Retirement System (PERS) retirement system.
 - Executive Leave of 90 hours annually.
 - All other benefits provided to City of North Bend regular employees as they exist now or may be modified in the future.

The Community and Economic Development Director shall also be entitled to elect other voluntary benefit options as they exist now or as they are modified in

the future. The following describes the voluntary benefits as they exist on the effective date of the Agreement:

- Self-paid individual and/or family supplemental insurance coverage for Short-term Disability, Cancer Care, and Critical Illness.
- Pre-tax deductions for Unreimbursed Medical expenses and/or Dependent Day Care.
- Additional self-paid Voluntary Group Life Insurance.
- Self-paid enrollment in the choice of two Deferred Compensation Plans.

c. Timing of Monthly Payments – Deductions. All monthly payment of salary and benefits shall be made at the same time and on the same date as the City's regular payroll. All such monthly payments shall be subject to all required state and federal deductions, including income tax, social security, and any other deduction required and authorized by law.

6. Work Schedule. The Community and Economic Development Director is a confidential, exempt employee for purposes of the Federal Fair Labor Standards Act and as such shall not work a fixed forty (40) hour per week schedule. The Community and Economic Development Director shall generally work at North Bend City Hall during regular business hours of the City, Monday through Friday, provided, that the Community and Economic Development Director shall receive time off for holidays according to the holiday schedule customarily observed by the City. The Community and Economic Development Director is also required to attend all meetings of the North Bend City Council and such other council committee, city board, commission and staff meetings as requested by the Mayor or as required by the duties of the position.

7. Other Activities. The Community and Economic Development Director shall focus their professional time, ability, and attention to City business during the term of this Agreement. The Community and Economic Development Director shall not engage, without the express prior written consent of the City Council, in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the City, that might cause a conflict-of-interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of the functions and duties of Community and Economic Development Director.

8. City Documents. All data, studies, reports and other documents prepared by the Administrative Services Director while performing his duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to the Community and Economic Development Director in connection with the performance of this Agreement shall be held confidential by the Community and Economic Development Director to the extent

permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by Employee, without the prior written consent of the City Council, for any purposes other than the performance of their duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

9. Severance Package.

- a. Severance for At Will Termination. In the event the Community and Economic Development Director's employment with the City is terminated for any reason other than those delineated in subparagraph (b) below, the City will provide the Community and Economic Development Director a severance payment for six (6) months of salary, less mandatory payroll deductions, and six (6) months equivalent medical and dental coverage (employer plus employee portions and to include spouse and dependents, if enrolled at the time of termination) within thirty (30) days of the effective date of termination. The severance payment and insurance payment will be paid monthly for six (6) months following at will termination.
- b. Termination by Resignation or for Cause. The severance package provided for in subparagraph (a) above shall not be available to the Community and Economic Development Director if the termination of the Community and Economic Development Director's employment with the City is due to:
 - i. Resignation. The Community and Economic Development Director's voluntary resignation from employment. For purposes of this paragraph, "voluntary resignation" means a resignation of employment resulting from the free choice of the Community and Economic Development Director and not the result of anything that could be reasonably construed as a suggestion to resign in lieu of termination made by any appointed or elected agent of the City;
 - ii. Misconduct. Criminal conduct, commission of any crime, abuse of public office, illegal acts involving personal gain to the Employee, malfeasance in office, or other gross misconduct, including, but not limited to, fraud, deceit, embezzlement, theft of funds or property, assault, or sexual, racial, or other harassment; or
 - iii. Job Performance. Insubordination or incompetence of the Community and Economic Director in the performance of their official duties.
- c. Construction. The severance package provided in subparagraph (a) above shall not be construed as an extension of the Community and Economic Development Director's employment beyond the termination date. The Community and Economic Development Director shall not, during the period between the

termination date and the end of the severance payments, accrue any additional sick leave, vacation, leave, or other benefit accorded active City employees.

10. **Hold Harmless.** The City of North Bend agrees to hold harmless and indemnify the Community and Economic Development Director from any and all costs, risk or liability associated with or arising out of acts or failures to act which are performed within the scope of his or her employment as the Community and Economic Development Director including the reasonable cost of legal defense by counsel appointed by the City or its insurance carrier, as applicable. This promise to indemnify shall exclude only criminal acts of the Community and Economic Development Director and acts or failure to act which would constitute an intentional tort or intentional wrongdoing knowingly committed by the Community and Economic Development Director outside the scope of his or her duties or without the express direction of the Mayor, Mayor's designee, or City Council of the City of North Bend. This promise to hold harmless and indemnify shall survive beyond the employment of the Community and Economic Development Director with the City of North Bend in order that the Community and Economic Development Director shall be held harmless, indemnified, and defended in the future for all acts taken as the Community and Economic Development Director subject to the limitations contained herein.
11. **General Provisions.**
 - a. **Provisions Severable.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.
 - b. **Rights and Remedies.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.
 - c. **Attorney's Fees.** In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the parties shall bear their own costs and fees.
 - d. **Entire Agreement.** This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.
 - e. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Washington; venue for any dispute shall be in King County, Washington.
 - f. **No Waiver.** No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.

- g. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- h. **Amendment.** No amendment of this Agreement shall be effective unless the amendment is in writing, signed by each of the parties.

Dated this _____ day of _____, 202____.

EMPLOYEE:

James Henderson, Community and Economic Development Director Mary Miller, Mayor

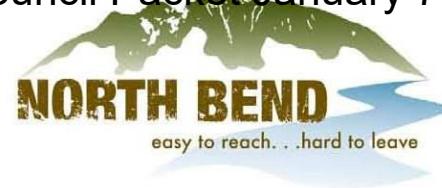
CITY OF North Bend:

Attest:

Susie Oppedal, City Clerk

Approved as to Form:

Kendra Rosenberg, City Attorney



CITY OF NORTH BEND, WASHINGTON
POSITION DESCRIPTION

Class Title: Community & Economic Development Director
Department: Community Development
Salary: \$12,047 - \$15,488 per month, DOQ
Non-Union, FLSA Exempt

Position Open Until Filled

POSITION SUMMARY:

Plan, direct, and perform the administrative and technical work of the Community Development Department, including current planning, long-range planning, code enforcement, building, inspection, economic development and permitting. This position requires a high degree of independent judgment, initiative, and discretion and is required to provide expert advice and policy recommendations to the Mayor and City Council. Work as an effective member of the North Bend Management Team. Provide technical and professional support to the Planning, Parks, and Economic Development Commissions. Supervise all Community Development staff including planners, permit technicians, building inspectors and other staff as assigned.

ESSENTIAL FUNCTIONS include but are not limited to:

- Manage the operation of the Community Development Department and participate as a member of the City's Management Team.
- Serve as the City's technical advisor and administrator on matters relating to City planning, permitting, land use and development.
- Formulate and recommend comprehensive land use goals to the City Council and assist in developing strategies for dealing with land use, economic development and planning issues.
- Direct and provide staff assistance to Council, Planning Commission, the Hearing Examiner, Building Outreach Meetings and other commissions and community groups, including the supervision in the preparation of reports and presentations.
- Provide forecasts and strategy for long-range planning, economic development and development functions.
- Develop and approve departmental goals, objectives and evaluate accomplishments to ensure the timeliness and acceptability of work throughout the Department.

- Provide managerial leadership and supervision to direct reports, including delivering performance evaluations and developing individual and departmental goals.
- Select competent personnel, train, develop and mentor staff in areas of functional specialization.
- Oversee the function and processing of the City's permitting counter.
- Prepare budget estimates and manage the Community Development Department budget and work program including funds, staff resources, materials, and facilities to ensure the efficient and effective operation of the department. Perform cost control activities and monitor all fiscal operations of the department.
- Organize and direct short- and long-range planning programs and projects, including developing, updating and implementing the City's Comprehensive Plan and amendments to the North Bend Municipal Code.
- Oversee the gathering, interpreting, and preparation of data for studies, reports and recommendations regarding transportation, land use management, land economics, capital improvements, and any other related policies.
- Coordinate interdepartmental and inter-jurisdictional participation in development and administration of community plans and policies.
- Assure proper application and enforcement of City zoning ordinances and other code approvals by overseeing building inspection, code violation complaints, plan review, processing of permits, and interpreting appropriate codes and ordinances, and developing new codes.
- Assure compliance with statutory requirements related to the Growth Management Act, zoning, subdivisions, and environmental issues.
- Serve as the responsible official for implementation of the State Environmental Policy Act (SEPA). Review environmental impact statements (EIS), technical reports and recommend final action on environmental issues.
- Participate in the planning processing, interpreting and applying development codes and requirements to major plats, binding site plans, subdivisions, rezones and development projects.
- Solicits, negotiates, and manages contracts with consultants for support services associated with the Community Development Department.
- Interact cooperatively and establish and maintain effective working relationships with the Mayor, City Council, other employees, community organizations and the general public.

AUXILIARY DUTIES:

An employee in this classification is expected to routinely perform other duties as assigned that would typically be performed by another exempt employee.

DESIRED MINIMUM QUALIFICATIONS:**Education and Experience:**

- Bachelor's degree from a four-year accredited college or university with major course work in public administration, land-use planning, transportation planning, urban planning, engineering, economic development or a closely related field, and
- Ten years of progressively responsible management experience in duties related to the position.
- Master's degree is preferred.
- An equivalent combination of experience, education and training may be substituted that would provide the desired level of skills, knowledge and ability, required to perform the essential duties and responsibilities of the position.

Necessary Knowledge, Skills, and Abilities:**Knowledge of:**

- All aspects of state and federal statutes relating to current planning, zoning, land division, State Environmental Policy Act and the Growth Management Act.
- Principles and practices of urban planning and land division.
- Fundamentals of GIS and community trend analysis.
- City organization, operations, policies and objectives.
- Economic development experience is preferred.
- Knowledge of affordable housing incentive zoning and programs preferred.
- Management and supervisory principles and practices including program planning, budgeting, grants, direction, coordination and evaluation.
- Practices and principles of government fiscal management, including budget preparation, expenditure control, grant writing, and record keeping.
- Personnel and programs management principles and practices, including optimum use of human and material resources.
- Business English, composition, spelling and punctuation.
- Modern office procedures and skills.

Ability to:

- Read and interpret plans and maps, including zoning maps, site plans, topographic maps, and soil maps.
- Understand the GMA, SEPA and applicable Washington laws affecting planning and land use decision making.

- Successfully and productively supervise, lead and develop staff in a positive manner.
- Communicate in a clear, concise, professional and courteous manner, utilizing effective written and verbal communication skills.
- Establish and maintain accurate records using a variety of record and filing systems.
- Tactfully handle sensitive or confidential materials.
- Provide excellent customer service.
- Maintain an office routine that will allow for regular hours.
- Attend and facilitate evening meetings.
- Read and interpret the City's Municipal Code and other applicable codes and regulations.
- Work independently and under pressure with frequent interruptions and effectively handle multiple and conflicting tasks simultaneously.
- Establish and maintain effective working relationships with the City Administrator, Mayor, City Council, other employees, contractors, developers, property owners, advisory boards and commissions, and the general public.
- Use a city issued computer and related software applications, including Microsoft Office, and other programs as required by the job for data analysis, project tracking, permit tracking, and viewing and/or reading, producing and working with GIS data.
- Maintain a sense of humor and positive attitude.

LICENSE AND CERTIFICATION REQUIREMENTS:

- Valid Washington State Driver's License or ability to obtain upon employment.
- Must have a driving history acceptable to the City and maintain an insurable driving record.

SUPERVISION:

Work is performed under the general supervision of the City Administrator. Latitude for independent action and decisions will be commensurate with demonstrated ability. This position has supervisory authority over Community Development Department staff.

TOOLS AND EQUIPMENT USED:

Knowledge and use of applicable tools, instruments, calculators, computers, Microsoft Office applications, phones, copiers, printers, fax machines, other general office equipment, and automobiles.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

The work environment and physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this position.

Work is typically performed in a fast-paced office environment or public setting. Work involves

moderate noise typical of an office environment including ringing phones, multiple conversations and operating office machines. A moderate amount of traveling is required for site visits and related activities. Noise and hazards outside of a typical office environment are limited but may be moderately loud while in the field. There may be possible interactions with irate or difficult individuals.

Work involves sitting for long periods of time, walking, climbing stairs, talking, hearing, using hands to handle, feel or operate objects, tools or controls and reach with hands and arms. Vision abilities required by this position include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus. The employee may be required to push, pull, lift and/or carry up to 40 pounds. Work may periodically require the employee to climb, balance, bend stoop, kneel, crouch and/or crawl. Some local traveling is involved in attending meetings and visiting city departments and facilities. The employee may be required to work in outside weather conditions, in wet, cold, hot and/or humid conditions. Employee will be required to wear safety protective gear when necessary.

SELECTION GUIDELINES:

Formal application; rating of education and experience; oral interview and reference check; and job-related tests might be required. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

ADDITIONAL INFORMATION:

The City is an Equal Employment Opportunity Employer. We consider applicants for all positions without regard to race, color, religion, creed, gender, national origin, age, disability, sexual orientation, marital or veteran status, or any other legally protected status. Applicants requiring reasonable accommodation to the application and/or interview process should notify us immediately.

APPLICANT INSTRUCTIONS:

The City must receive a **completed City of North Bend Application Packet**. Incomplete, or late application packets or supplemental information may not be accepted. A **completed application packet consists of the following: a completed City of North Bend Application; Letter of Interest; Resume; and any supplemental education or training information that you wish us to consider that relates to this position**. Signed application packets may be either 1) mailed to City of North Bend, Attn: Human Resources, 920 SE Cedar Falls Way, North Bend, WA 98045, or 2) emailed to emitchell@northbendwa.gov to be accepted as complete. Application materials and additional information is available on the City's website at <http://northbendwa.gov>.

**CITY OF NORTH BEND
DEPARTMENT DIRECTOR EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into between the CITY OF NORTH BEND, a Washington municipal corporation (the "City") and Lisa Escobar, Department Director, to describe the terms and conditions of the Department Director's employment by the City as its Administrative Services Director.

RECITALS

WHEREAS, Lisa Escobar has the skills, experience and qualifications necessary to perform the duties of Administrative Services Director as described in the job description attached as Exhibit A, and

WHEREAS, Lisa Escobar agrees to serve in the capacity of Administrative Services Director subject to the terms and conditions set forth in this Employment Agreement, and

WHEREAS, Lisa Escobar acknowledges that the 2025 Cost of Living Increase to wages shall serve as adequate consideration for this Agreement, and

NOW, THEREFORE, FOR AND IN CONSIDERATION OF in consideration of the above recital and of other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Administrative Services Director and the City agree as follows:

AGREEMENT

1. Employment. The City hereby employs the Administrative Services Director to serve in the position of Administrative Services Director for the City of North Bend. The duties of said position shall be to perform all duties assigned to the position of Administrative Services Director as provided in the job description, the North Bend Municipal Code, and Washington State law, together with such other and further duties and special projects as may be assigned to the Administrative Services Director by the City's Mayor or designee. The Administrative Services Director shall serve at the pleasure and at the discretion of the City's Mayor.
2. Duration of Employment. This Employment Agreement shall become effective on January 1, 2025, and shall continue indefinitely thereafter unless sooner terminated by the parties as provided in paragraphs 3 and 4 below.
3. "At Will" – Termination by the City. The Administrative Services Director shall at all times during their employment be considered an "at Will" employee, subject to termination by the City's Mayor at any time with or without cause. Nothing in the Agreement shall be construed other than an "at Will" employment relationship between the City and the Administrative Services Director and the Administrative Services

Director expressly acknowledges that no contrary representations have been made by the City.

4. Resignation – Termination by the Administrative Services Director. The Administrative Services Director reserves the right to resign or retire from employment at any time with or without cause. The Administrative Services Director agrees to give the City not less than thirty (30) days' notice prior to the effective date of any such resignation.
5. Compensation. The Administrative Services Director shall be compensated for services rendered during the term of this Agreement as follows:
 - a. Base Salary. The Administrative Services Director shall receive a monthly salary of \$14857 per month. The rate of pay may be adjusted annually thereafter consistent with the salary range and steps established for his/her position and equal to the cost-of-living and/or cost-of-market increases given to Department Head level positions or higher.
 - b. Benefits. The Administrative Services Director shall be entitled to sick leave accrual set forth in the City Personnel Policies, and 12 paid holidays, plus 1 floating holiday chosen by mutual agreement, to total 13 paid holidays annually. The Administrative Services Director shall be entitled to vacation leave accrual as set forth in the City Personnel Policies at a rate of up to 16.6 hours per month equivalent to 200 hours annually. The Administrative Services Director shall also receive all other benefits provided by the City of North Bend to regular employees as follows:
 - Medical insurance, premium paid 95% and 90% paid for spouse and dependent children.
 - Dental insurance, premium paid 95% and 90% paid for spouse and dependent children.
 - Vision insurance, premium paid 100% and 100% paid for spouse and dependent children.
 - Standard Insurance life insurance policy of \$50,000 paid for employee only.
 - Enrollment in Public Employees Retirement System (PERS) retirement system.
 - Executive Leave of 90 hours annually
 - All other benefits provided to City of North Bend regular employees as they exist now or may be modified in the future.

The Administrative Services Director shall also be entitled to elect other voluntary benefit options as they exist now or as they are modified in the future.

The following describes the voluntary benefits as they exist on the effective date of the Agreement:

- Self-paid individual and/or family supplemental insurance coverage for Short-term Disability, Cancer Care, and Critical Illness.
- Pre-tax deductions for Unreimbursed Medical expenses and/or Dependent Day Care.
- Additional self-paid Voluntary Group Life Insurance.
- Self-paid enrollment in the choice of two Deferred Compensation Plans.

c. Timing of Monthly Payments – Deductions. All monthly payment of salary and benefits shall be made at the same time and on the same date as the City's regular payroll. All such monthly payments shall be subject to all required state and federal deductions, including income tax, social security, and any other deduction required and authorized by law.

6. Work Schedule. The Administrative Services Director is a confidential, exempt employee for purposes of the Federal Fair Labor Standards Act and as such shall not work a fixed forty (40) hour per week schedule. The Administrative Services Director shall generally work at North Bend City Hall during regular business hours of the City, Monday through Friday, provided, that the Administrative Services Director shall receive time off for holidays according to the holiday schedule customarily observed by the City. The Administrative Services Director is also required to attend all meetings of the North Bend City Council and such other council committee, city board, commission and staff meetings as requested by the Mayor or as required by the duties of the position.
7. Other Activities. The Administrative Services Director shall focus their professional time, ability, and attention to City business during the term of this Agreement. The Administrative Services Director shall not engage, without the express prior written consent of the City Council, in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the City, that might cause a conflict-of-interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of the functions and duties of Administrative Services Director.
8. City Documents. All data, studies, reports and other documents prepared by the Administrative Services Director while performing his duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to the Administrative Services Director in connection with the performance of this Agreement shall be held confidential by the Administrative Services Director to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by Employee, without the prior written consent of the City

Council, for any purposes other than the performance of their duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

9. Severance Package.

- a. Severance for At Will Termination. In the event the Administrative Services Director's employment with the City is terminated for any reason other than those delineated in subparagraph (b) below, the City will provide the Administrative Services Director a severance payment for six (6) months of salary, less mandatory payroll deductions, and six (6) months equivalent medical and dental coverage (employer plus employee portions and to include spouse and dependents, if enrolled at the time of termination) within thirty (30) working days of the effective date of termination. The severance payment and insurance payment will be paid monthly for six (6) months following at will termination.
- b. Termination by Resignation or for Cause. The severance package provided for in subparagraph (a) above shall not be available to the Administrative Services Director if the termination of the Administrative Services Director's employment with the City is due to:
 - i. Resignation. The Administrative Services Director's voluntary resignation from employment. For purposes of this paragraph, "voluntary resignation" means a resignation of employment resulting from the free choice of the Administrative Services Director and not the result of anything that could be reasonably construed as a suggestion to resign in lieu of termination made by any appointed or elected agent of the City;
 - ii. Misconduct. Criminal conduct, commission of any crime, abuse of public office, illegal acts involving personal gain to the Employee, malfeasance in office, or other gross misconduct, including, but not limited to, fraud, deceit, embezzlement, theft of funds or property, assault, or sexual, racial, or other harassment; or
 - iii. Job Performance. Insubordination or incompetence of the Administrative Services Director in the performance of their official duties.
- c. Construction. The severance package provided in subparagraph (a) above shall not be construed as an extension of the Administrative Services Director's employment beyond the termination date. The Administrative Services Director shall not, during the period between the termination date and the end of the

severance payments, accrue any additional sick leave, vacation, leave, or other benefit accorded active City employees.

10. **Hold Harmless.** The City of North Bend agrees to hold harmless and indemnify the Administrative Services Director from any and all costs, risk or liability associated with or arising out of acts or failures to act which are performed within the scope of his or her employment as the Administrative Services Director including the reasonable cost of legal defense by counsel appointed by the City or its insurance carrier, as applicable. This promise to indemnify shall exclude only criminal acts of the Administrative Services Director and acts or failure to act which would constitute an intentional tort or intentional wrongdoing knowingly committed by the Administrative Services Director outside the scope of his or her duties or without the express direction of the Mayor, Mayor's designee, or City Council of the City of North Bend. This promise to hold harmless and indemnify shall survive beyond the employment of the Administrative Services Director with the City of North Bend in order that the Administrative Services Director shall be held harmless, indemnified, and defended in the future for all acts taken as the Administrative Services Director subject to the limitations contained herein.
11. **General Provisions.**
 - a. **Provisions Severable.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason
 - b. **Rights and Remedies.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.
 - c. **Attorney's Fees.** In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the parties shall bear their own costs and fees.
 - d. **Entire Agreement.** This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.
 - e. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Washington; venue for any dispute shall be in King County, Washington.
 - f. **No Waiver.** No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.
 - g. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

h. Amendment. No amendment of this Agreement shall be effective unless the amendment is in writing, signed by each of the parties.

Dated this _____ day of _____, 202____.

EMPLOYEE:

Lisa Escobar, Administrative Services Director

CITY OF North Bend:

Mary Miller, Mayor

Attest:

Susie Oppedal, City Clerk

Approved as to Form:

Kendra Rosenberg, City Attorney

**CITY OF NORTH BEND, WASHINGTON
POSITION DESCRIPTION**



Class Title: Administrative Services Director
Department: Administration/Human Resources/Risk Management
Salary: \$9,570 - \$13,070 per month, DOQ
 Non-Union, FLSA Exempt

POSITION SUMMARY:

The Administrative Services Director position directs the operations of the Human Resources, Risk Management, Technology and Special Projects as a department head serving in the Administration. Serves as a member of the City's executive leadership team and provides recommendations to the Mayor and City Administrator for strategic direction of human resources, risk management, technology needs and special project matters.

ESSENTIAL FUNCTIONS include but are not limited to:

- 1. General Management:** Plans, organizes and directs the human resource, risk management, technology and special project administration of the City, including the personnel hiring, human resource training, collective bargaining, risk management, technology needs, and special projects as assigned by the City Administrator. Through department managers, oversees all human resource activities, all risk management duties, maintenance of technology to municipal industry standards and management of special projects as assigned by the City Administrator.
- 2. Human Resources:** Maintains personnel rules and procedures, administers recruitment, hiring, and separation of employees; leads collective bargaining on behalf of the Administration with bargaining units; and advises the City Administrator and Mayor on personnel matters. Manages benefits administration, labor relations, classification and compensation, employee training, and regulatory compliance. Processes worker compensation claims and administers Drug & Alcohol testing program in compliance with federal guidelines. Develops and maintains Department employees committed to, and with developed competencies in, customer service, results orientation, and teamwork. Directly or through managers, appoints, supervises, provides for training and development, manages performance, and ensures accountability of Department employees. Establishes and maintains a working environment conducive to positive morale, quality services, and innovation. Oversees employee surveys on working conditions and morale. Ensures compliance with City-wide and Department policies, and State and federal laws and regulations. Approves or recommends City-wide personnel policies and procedures.
- 3. Risk Management:** Closely coordinates with RMSA and the City Attorney's office on matters of risk management. Maintains current information relative to legislation and risk management best practices consistent with RMSA member standards. Serves as liaison with

RMSA legal counsel for risk management legal representation. Coordinates loss prevention inspections, asset inventories, required training, and annual insurance renewal survey in conjunction with RMSA, and oversees claims submittals.

4. **Special Projects:** As assigned by the City Administrator, directs multi-department-oriented projects of a complex nature to implement improvements to the City's business practices. Examples of project management include date and policy analysis, Salary Surveys, performance standards and other assignments for special projects as assigned by the City Administrator.
5. **Policy Development:** Manages the development and implementation of the Department goals, objectives, policies, and priorities for each assigned service area; establishes within the City's policy, appropriate service and staffing levels; makes policy recommendations to the City Administrator and Mayor; allocates resources accordingly. Maintains currency of policy and practice with the organizational needs of the City's municipal code and state and federal laws.
6. **Senior Management Team:** Provides information and advice to the Mayor, City Council, City Administrator and Senior Management team on strategic planning and accomplishment of City goals and objectives. Coordinates the Department's activities with those of other City departments and offices to ensure a consistent approach toward common projects and interests and the effective delivery of services.
7. **Public Interface:** Represents the Administration/HR Department to other City departments, elected officials, outside agencies and the public. Explains human resource, risk management and technology programs, policies, and Administrative Services Director activities; negotiates and resolves sensitive, significant, and controversial Departmental issues.

AUXILIARY DUTIES:

An employee in this classification is expected to routinely perform other duties as assigned that would typically be performed by another exempt employee.

SUPERVISION:

Work is performed under the general supervision of the City Administrator. Works independently with general guidance from the City Administrator to ensure coordination of objectives and priorities of the Mayor and Council. This position has supervisory authority over department staff.

DESIRED MINIMUM QUALIFICATIONS:

Education and Experience:

- Bachelor's degree from a four-year accredited college or university with major course work in public administration or a closely related field, and
- Five years of progressively responsible management experience including three years in a senior management position, with a focus on human resources, risk management, and technology services.

- Master's degree is preferred.
- Experience working effectively with elected officials.
- An equivalent combination of experience, education and training may be substituted that would provide the desired level of skills, knowledge, and ability, required to perform the essential duties and responsibilities of the position.

Necessary Knowledge, Skills, and Abilities:**Knowledge of:**

- Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.
- Modern and complex principles and practices of program development and administration.
- Advanced principles and practices of municipal administration, human resources, risk management, technology, and project management.
- Principles of supervision, training, and performance evaluation.
- Pertinent federal, State, and local laws, codes, and regulations.

Ability to:

- Plan, organize, direct, and coordinate the work and management of supervisory, professional and technical personnel, delegate authority and responsibility, and select, supervise, train and evaluate staff.
- Provide administrative and professional leadership and direction for the Administration Department.
- Communicate in a clear, concise, professional, and courteous manner, utilizing effective written and verbal communication skills.
- Tactfully handle sensitive or confidential materials.
- Identify and respond to community and City Council issues, concerns, and needs.
- Articulate human resource, risk management and technology issues of importance to the public even when doing so creates pressure and stress from various groups and special interests.
- Develop, implement, and administer goals, objectives, and procedures for providing effective and efficient administrative operations.
- Prepare and administer the Department budget and allocate limited resources in a cost-effective manner.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Prepare clear and concise administrative reports.
- Interpret and apply federal, State, and local policies, procedures, laws, and regulations.
- Work independently and under pressure with frequent interruptions and work effectively on several projects concurrently.
- Interact cooperatively and establish and maintain effective working relationships with other employees, elected officials, and the public.

- Maintain high ethical standards for conduct of public officials.
- Attend and participate in professional group meetings and stay abreast of new trends and innovations in the field of municipal and governmental personnel practices, technology advances and risk management.
- Work proficiently with Microsoft Office (Excel, Word, PowerPoint, and Outlook) and Adobe products, and ability to learn other computer program applications as required by the job.
- Maintain a sense of humor and positive attitude.

LICENSING AND CERTIFICATION REQUIREMENTS:

- Valid Washington State Driver's License or ability to obtain upon employment.
- Must have a driving history acceptable to the City and maintain an insurable driving record.

TOOLS AND EQUIPMENT USED:

Knowledge and use of applicable tools, instruments, calculators, computers, Microsoft Office applications, phones, copiers, printers, fax machines, other general office equipment, and automobiles.

WORKING ENVIRONMENT AND PHYSICAL DEMANDS:

Work is performed primarily in an office setting subject to frequent interruptions. Work involves sitting for long periods of time, walking, climbing stairs, talking, hearing, using hands to handle, feel or operate objects, tools or controls and reach with hands and arms. Vision abilities required by this position include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus. The employee may be required to push, pull, lift and/or carry up to 30 pounds. Work may periodically require the employee to climb, balance, bend stoop, kneel, crouch and/or crawl. Employee will be required to wear safety protective gear when necessary.

May be exposed to highly stressful situations and individuals who are irate or hostile; may be subject to long hours due to attendance at City Council and Committee meetings and other responsibilities required at this executive level. Flexibility to work evening and weekend hours and occasional overnight travel to conferences and training sessions required.

ADDITIONAL INFORMATION:

Reasonable accommodation will be made as required by the Americans with Disabilities Act to enable a person with a disability to perform the essential functions of this position. This description is not a contract of employment and is intended only to provide a general description of duties performed by an employee in this classification, other duties may be assigned, and this description may be amended as needed.

All applicants for employment with the City of North Bend must be fully vaccinated against COVID-19 prior to employment. Fully vaccinated is defined as two weeks since final vaccine dose.

Proof of vaccination is required. Applicants may apply for an exemption from this requirement upon receipt of employment offer letter.

Approved: _____
City Administrator

Dated: _____



Office of Mayor

PROCLAMATION

WHEREAS, January 2025 will mark the 23rd anniversary of National Mentoring Month, an annual campaign to focus attention on the need for mentors, as well as how each of us can work together to increase the number of mentors to help ensure positive outcomes for our young people; and

WHEREAS, the City of North Bend honors volunteer mentors who support young people by showing up for them every day and demonstrating their commitment to helping them thrive; and

WHEREAS, mentoring programs like Youth Success Mentoring - a program of Empower Youth Network, makes our communities and our state stronger by driving impactful relationships that increase social capital for young people and provide invaluable support networks; and

WHEREAS, post the COVID-19 pandemic, mentoring programs have stepped up to fill gaps for young people and families, connecting them with resources and ensuring that mentoring relationships continue; and

WHEREAS, mentoring plays a pivotal role in career exploration and supports workplace skills by helping young people set career goals, equipping mentors with the skills needed to support the professional growth of young people, and drives positive outcomes for young people and businesses; and

WHEREAS, quality mentoring promotes healthy relationships and communication, positive self-esteem, emotional well-being, and growth of a young person and their relationships with other adults; and

WHEREAS, students who meet regularly with their mentors are more than 52 percent less likely than their peers to skip a day of school and youth who face an opportunity gap but have a mentor are 55 percent more likely to be enrolled in college than those who did not have a mentor; and

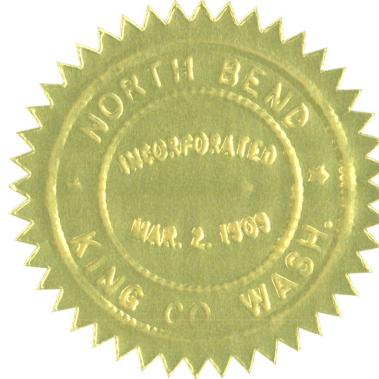
WHEREAS, youth who meet regularly with their mentors are 46 percent less likely than their peers to start using drugs and 27 percent less likely to start drinking; and

WHEREAS, National Mentoring Month is the time of year to celebrate, elevate, and encourage mentoring across our state and recruit caring adult mentors in the City of North Bend;

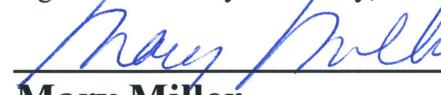
NOW, THEREFORE, I, Mary Miller, Mayor, do hereby proclaim the month of January 2025, as

NATIONAL MENTORING MONTH

in the City of North Bend and encourage those interested in becoming a youth mentor to contact Empower Youth Network and thank current youth mentors for devoting their time and effort to ensure the success of our youth.



Signed this 7th day of January, 2025



Mary Miller
Mayor

**PARKS COMMISSION 2024 SUMMARY REPORT AND
2025 TENTATIVE WORK PROGRAM**

To: City Council

Date: For January 7, 2025 City Council Meeting

From: Mike McCarty, Senior Planner, and Minna Rudd, Parks Commission Chair

City Council members,

As required per NBMC 2.24.120, *“the Parks Commission, at or before its first regular meeting in February of each year, shall make a full report, in writing, to the Council of its transactions and expenditures, if any, for the proceeding year, with such general recommendations as to matters covered by its prescribed duties and authority as may seem proper.”*

This report is provided to summarize the activities, accomplishments, and expenditures of the Parks Commission in 2024 as well as to provide the tentative work program of the Parks Commission in 2025, seeking any feedback or additional direction from the Council on this work program.

2024 Expenditures:

The Parks Commission expended \$6,706.77 from the Small Park Improvement Budget for the following items:

1. \$1241.84 for 2 additional sets (2 each) of bike racks for the downtown.
2. \$625.53 for dog waste dispenser stations.
3. \$751.67 for park directional signs to various parks, and public parking signs for public parking serving Torguson Park behind Phoenix plaza.
4. \$1337.73 for sign posts for the above signs.
5. \$2,750 (authorized \$3000, payment still pending) for use of 11 photos by local photographers for the trash and recycling cans for the downtown.

2024 Activities:

Recommendation on ARPA funds for park projects

In January, the Parks Commission provided staff with a recommendation on potential use of ARPA funds (Federal Covid recovery funds) for park-related projects including painting the canoe play structure at the Dahlgren Family Park and installing associated interpretive signs, assisting Si View and Little League with funding batting cages at Torguson Park, new asphalt pathways and picnic tables at the Senior Center/Snoqualmie Valley History Museum. Some of these projects were funded with ARPA funds, and others were assisted with other funding sources. (Other Parks Commission recommendations for use of ARPA funds were later determined ineligible for this purpose including replacing playground curing at the Si View neighborhood park play areas, asphalt repairs at EJ Roberts Park, and a picnic shelter at Tollgate Farm.)

Review of Urban Forestry Policies

In January, serving as Tree Board per Res. 1530, the Parks Commission reviewed the Plan-IT Geo Tree Canopy Assessment and Recommendations prepared for the City, and provided review and recommendation on associated urban forestry policies prepared by staff for incorporation into the draft Energy and Sustainability Element of the Comprehensive Plan.

Dog Park Planning

In January and February, the Parks Commission discussed planning needs for a dog park within

North Bend, possibly at the Dahlgren Family Park. Given unknowns about project drainage, the Parks Commission recommended holding off on future planning for this facility until the site conditions at the Dahlgren Family Park have stabilized following completion of construction and observation of how wet this area of the park is through the first winter season of 2024-2025. The Parks Commission did not recommend a dog park at the other potential location at the northwest corner of Tollgate Farm Park given distance from homeowners and proximity of that park to the nearby dog park in Snoqualmie.

Ribbon cutting and grand opening of Tenant Trailhead Park

On April 19, Parks Commissioners joined with staff, Councilmembers, Mayor Miller, representatives from Si View Parks, King County, the Snoqualmie Tribe, Evergreen Mountain Bike Alliance, Department of Natural Resources, other agencies and organizations, and the public, to celebrate the grand opening of the Tenant Trailhead Park. The park is now very well used and brings a great mountain biking opportunity to North Bend residents.

Tour of trail and bicycle connections

In May, the Parks Commission conducted a tour of bike and trail connections within North Bend to consider future improvements, as well as to understand future park and trail projects including the South Fork Levy Setback and trail, pedestrian crossing improvements, and improvements at Gardiner Weeks Park. Based on this tour, the Parks Commission provided recommendations on Park Directional signage (described below).

Ribbon cutting and grand opening of Dahlgren Family Park

On June 28, the Parks Commission joined with staff, Councilmembers, Mayor Miller, representatives from the Department of Natural Resources, King County and the Snoqualmie Tribe, and the public to celebrate the grand opening of the Dahlgren Family Park, the culmination of a lot of coordination and planning to bring a new park to the east end of North Bend.

Review and Recommendation on conceptual alternatives for Ballarat Avenue terminus plaza design

In July, the Parks Commission reviewed and provided comments and recommendations to Public Works staff on conceptual alternative improvements for the future Ballarat Avenue terminus plaza project. This project will continue into 2025 as Public Works will be coordinating the project with consultant Site Workshop to develop a final plan.

Review and Recommendation on conceptual plans for the Middle Fork Shoreline Overlook

In July, the Parks Commission reviewed and provided recommendations to Public Works staff on preparing conceptual plans for the Middle Fork Shoreline Overlook at the intersection of SE Tanner Road and SE North Bend Way.

Parks Directional Signage

The Parks Commission provided a recommendation to add directional signage to various North Bend Parks to help orient drivers and trail users to the locations of parks, and spent funds from their Small Park Improvement Budget for this purpose. The signs match the color and shape of existing similar signs installed at Tollgate Farm Park and have now been installed.

Shoreline Access Plan

In September, the Parks Commission hosted a public open house for the preparation of a Shoreline Access Plan being coordinated by the City's consultant Facet, under a Department of Ecology grant. The open house was well attended, and a lot of feedback was obtained for the City's shoreline public access planning efforts, which Facet will continue into 2025 with additional stakeholder meetings and presentations to the Parks Commission and Council in preparation of the final plan.

Public Outreach

The Parks Commission staffed a booth at the July 25 and August 15 Farmer's Markets at Si View Park to solicit input to various park and trail-related efforts by the City including the Shoreline Public Access survey, plans for future park and trail improvements, and the survey for the City's ADA Transition Plan.

Arbor Day event

With help of Parks Commissioners, staff and Mayor Miller planned and held a community Arbor Day recognition on November 1 at Ribary Creek at the South Fork Snoqualmie River, planting native trees and shrubs in conjunction with a habitat restoration project coordinated by the Mountains to Sound Greenway Trust funded by a 2022 Cooperative Watershed Management grant.

2025 Tentative Work Program:

At their November 21st meeting, staff and the Parks Commission considered several potential topics to address in the coming year. The Parks Commission recommended addressing the following topics in 2025 (pending available staff time) and seek any City Council feedback or additional direction regarding this tentative work program.

1. Parks Commission review and input to the final draft Shoreline Access Plan – Winter/Spring.
2. Work with the Economic Development Commission to develop a bicycle improvements plan to recommend bicycle routes/facility capital improvements within North Bend (including conducting a bicycle needs tour) – Winter/Spring.
3. Parks Commission review and recommendations on the final design plans for the William H. Taylor Park project and Ballarat Avenue plaza project – Spring.
4. Public outreach activities at Block Party and/or Farmer's Market – Summer.
5. Parks Commission recommendation on use of Small Park Improvement funds for small-scale park improvements – Summer.
6. Evaluation of site conditions and drainage at Dahlgren Park following a year from construction for potential for a permanent or pop-up dog park at this location – Summer.
7. Coordination with Public Works on park and trail-related improvements being planned in 2025 for 2026-2027 implementation including:
 - a. Mount Si Road and North Bend Way intersection improvements and connection to Tanner Trail - Winter.
 - b. Tanner Trail extension – Public Works to Snoqualmie Valley Trail – Winter.
 - c. SR-202/Bendigo Boulevard bridges over South Fork Snoqualmie River and Ribary Creek, and associated trail connections along S. Fork Snoqualmie River levy. Winter/Spring.
 - d. Meadowbrook Farm Prairie Loop Trail conceptual design (work in Snoqualmie, done under North Bend managed grant, jointly owned by Snoqualmie and North Bend). Summer.
 - e. Downtown to Tollgate Farm Shared Use Pathway and associated 8th Street Roundabout and South Fork Ave. Roadway extension plans – Fall.
 - f. McClellan Ave. ROW improvements and associated pathway along WH Taylor Park – Fall.
 - g. Roundabout landscaping/feature plans for new Bendigo Boulevard/Mt. Si Boulevard intersection and associated shared-use pathway. Fall.
 - h. South Fork Snoqualmie River Levy setback and associated trail design. Early coordination. (May not involve trail planning in 2025. Work is likely 2026 and beyond).
8. Tree Board and Arbor Day planning activities – Fall.

9. Park review for new developments – as they may come in.

The Parks Commission and staff wish to thank the City Council for consideration of the Parks Commission's recommendations, and appreciate your direction, feedback, and communication as we work collectively towards the planning and betterment of the City of North Bend's park and recreation resources. Please let us know any feedback you have in particular for the 2025 work program.

Minna Rudd

Minna Rudd, Parks Commission Chair

Dec 19, 2024

Date

Mike McCarty

Mike McCarty, Principal Planner

12/19/2024

Date



City Council Agenda Bill

SUBJECT:	Agenda Date: January 7, 2025	AB25-002
Motion Confirming 2025 Council Standing Committee Appointments	Department/Committee/Individual	
	Mayor Mary Miller	
	Interim City Administrator – Bob Larson	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – James Henderson	
Cost Impact: N/A	Finance – Martin Chaw	
Fund Source: N/A	Public Works – Mark Rigos	
Timeline: Immediate	Mayor Pro Tem Joselyn	X
Attachments:		
SUMMARY STATEMENT:		
<p>In 2004, Council passed Resolution 1033 re-establishing Council Standing Committees and in 2010 passed Resolution 1437 further defining the appointment process and duties.</p> <p>As part of the process, the Mayor Pro Tem shall recommend, and the Council shall confirm by motion, the membership of each committee and the committee chair by the City Council's first regular meeting in January of each year. The Mayor Pro Tem shall assign three Councilmembers to each committee, naming one as committee chair. The Committee appointments are for one-year terms, and any change of assignments as described must be approved by majority vote of the full Council.</p> <p>Mayor Pro Tem Joselyn is proposing the following 2025 Council Committee appointments for Council's consideration:</p>		
Community & Economic Development Committee:	Finance & Administration Committee:	
Chair – Councilmember Elwood	Chair – Councilmember Gothelf	
Co-Chair – Councilmember Koellen	Co-Chair – Councilmember Elwood	
Co-Chair – Councilmember Tremolada	Co-Chair – Councilmember Torguson	
Public Health & Safety Committee:	Transportation & Public Works Committee:	
Chair – Councilmember Rustik	Chair – Councilmember Koellen	
Co-Chair – Councilmember Gothelf	Co-Chair – Councilmember Rustik	
Co-Chair – Councilmember Torguson	Co-Chair – Councilmember Tremolada	
COMMITTEE REVIEW AND RECOMMENDATION:	n/a	
RECOMMENDED ACTION:	MOTION to approve AB25-002, confirming the 2025 appointments to the Council's Standing Committees.	
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
January 7, 2025		



City Council Agenda Bill

SUBJECT:	Agenda Date: January 7, 2025	AB25-003
Motion Authorizing the Mayor to Execute a Renewal Interlocal Agreement for Police Services with the City of Snoqualmie	Department/Committee/Individual	
Cost Impact: \$2,835,674 (2025)	Mayor Mary Miller	
Fund Source: General Fund (Fund #001)	City Administrator – Bob Larson	X
Timeline: Immediate	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – James Henderson	
	Finance – Martin Chaw	
	Public Works – Mark Rigos	
	Information Technology – Phillip Davenport	

Attachments: 2019 Renewal ILA and First Amendment

SUMMARY STATEMENT:

In 2012, the cities of Snoqualmie and North Bend entered into an Interlocal Agreement for the provision of police services by Snoqualmie to North Bend (“Original ILA”). The Original ILA was effective through 2019.

In 2013, a First Amendment to the Original ILA was approved, which reflected North Bend’s desire to increase police staffing from six full-time equivalent (“FTE”) police officers to seven FTE police officers to allow greater emphasis on patrols or enforcement, with one FTE officer on duty within the corporate limits of North Bend at all times.

In 2015, a Second Amendment to the Original ILA was approved, which reflected North Bend’s desire to increase police staffing from seven FTE police officers to eight FTE police officers to allow greater emphasis on patrols or enforcement, with two FTE officers on duty within the corporate limits of North Bend for 18 hours every day, and a minimum of one FTE officer at all other times.

In 2019, the cities of Snoqualmie and North Bend entered into a Renewal Agreement (“2019 Renewal ILA”), extending the provision of police services through the end of 2024. The following table summarizes the annual cost of police services from 2019 through 2024 under the 2019 Renewal ILA.

Table 1: Annual Cost of Police Services, 2019 Renewal ILA

Year	Cost
2019	\$1,860,916
2020	\$1,963,266
2021	\$2,071,246
2022	\$2,185,164
2023	\$2,305,348
2024	\$2,432,143

In 2023, a First Amendment to the 2019 Renewal ILA was approved, which reflected North Bend’s agreement to fund 50% of a Behavioral Health Specialist, and amended fees for 2023 and 2024.

Table 2: Annual Cost of Police Services, 2019 Renewal ILA, First Amendment

Year	Cost
2023	\$2,346,723
2024	\$2,512,559

City Council Agenda Bill

The authorized level of service to the City of North Bend, as approved under the Original ILA and the 2019 Renewal ILA, as amended totaled 12.14 FTEs.

Table 3: Authorized Police Staffing (Full Time Equivalent, FTE) for the City of North Bend

Position Title	FTEs
Police Chief	0.12
Police Captain	0.12
Administrative Specialist	1.00
Police Sergeant	2.00
Police Officer	8.00
Support Officer	0.50
Mental Health Professional	0.40
Total	12.14

On December 29, 2022, the City of Snoqualmie provided formal notice to the City of North Bend to renew the 2019 Renewal ILA, which as described above, was scheduled to expire on December 31, 2024.

In 2024, the City of Snoqualmie entered into a Collective Bargaining Agreement (“CBA”) with its Police Union, which increased police salaries by 8.0% in 2024 and 4.5% in 2025.

On October 29, 2024, following several months of negotiations and based upon the CBA, the City of North Bend proposed compensation of \$2,835,674 (“2025 compensation”) to Snoqualmie for continued police services in 2025, or an increase of 12.9% over the 2024 compensation amount, as amended, of \$2,512,559.

On December 19, 2024, North Bend Mayor Mary Miller and Interim City Administrator Bob Larson presented to the Snoqualmie City Council during a public meeting and discussed the importance of preserving the City’s relationship with Snoqualmie, and expressed a desire for continued police services in 2025 provided by the City of Snoqualmie. On December 20, 2024, Snoqualmie City Administrator Michael Chambliss informed Mayor Miller and Mr. Larson that the City of Snoqualmie City Council intends to adopt the 2025 compensation as part of a 2025 Renewal ILA with a term of June 1, 2025, or until a new agreement is agreed to by the parties, whichever is later. All other provisions of the 2019 Renewal ILA, including current authorized staffing of 12.14 FTEs will remain in effect during this term.

On January 13, 2025, the City of Snoqualmie City Council is scheduled to consider this amendment to the 2019 Renewal ILA, consistent with the terms as expressed by Mr. Chambliss to Mayor Miller on December 20, 2024. The North Bend Administration recommends the City Council authorize Mayor Miller to negotiate, execute, and administer the 2025 Renewal ILA, as detailed above, with an amount not to exceed the 2025 compensation.

APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services.

COMMITTEE REVIEW AND RECOMMENDATION: Time is of the essence. Due to the timing of negotiations and discussions with the City of Snoqualmie, the 2025 Renewal ILA as described above was not discussed in committee.

RECOMMENDED ACTION: Pursuant to Section 3(b) of the 2019 Renewal ILA for police services between the cities of Snoqualmie and North Bend, I move to approve a Renewal Term, beginning January 1, 2025, and continuing until the earlier of (i) June 1, 2025, or (ii) the cities’ approval of a new interlocal

City Council Agenda Bill

agreement for police services. During this Renewal Term, the parties shall continue their good faith discussions toward a new interlocal agreement, and North Bend shall pay Snoqualmie an annualized fee for police services of \$2,835,674, effective January 1, 2025. All other provisions of the 2019 Renewal ILA shall remain in effect during this Renewal Term, including the requirement of 18 months' written notice of termination.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
January 7, 2025		

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

THIS RENEWAL INTERLOCAL AGREEMENT FOR POLICE SERVICES

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

I.

RECITALS

- A. North Bend and Snoqualmie are each authorized under Washington law to form and operate a police department.
- B. The Interlocal Cooperation Act, chapter 39.34 RCW, authorizes municipal corporations to contract with one another to perform any act that each is independently authorized to perform.
- C. Snoqualmie has previously formed and currently operates the Snoqualmie Police Department (SPD).

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

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

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

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

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

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

RENEWAL AGREEMENT

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

a. Coverage.

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

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

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

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

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

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

c. **Service and Assigned Duties.** Assigned personnel shall:

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

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

- iii. Investigate criminal activity and suspected criminal activity;
- iv. Enforce traffic codes as necessary, including spot radar enforcement and the use of radar “speed trailers” to alert drivers of speed limits;
- v. Cooperate with North Bend’s Prosecutor and Public Defender in the administration of the criminal justice system as part of the prosecution of misdemeanors and infractions including attending court proceedings;
- vi. Provide vacation house checks when requested;
- vii. Advise North Bend officials of situations encountered by patrol officers that may affect the health, safety and welfare of residents and visitors, including inadequate, missing or damaged traffic or safety signs and hazardous roadway conditions;
- viii. Advise North Bend officials of the need for new ordinances or revisions to existing ordinances to address changes in state legislation and/or law enforcement concerns;
- ix. Assist the North Bend City Administrator and Mayor in preparing response to queries from County, State, local and other jurisdictions in matters relating to law enforcement needs and activities, jail facilities, reports and similar matters;
- x. Maintain close liaison with North Bend officials concerning law enforcement matters;
- xi. Attend and provide security at North Bend City Council meetings. Also attend as requested and appropriate, Council Committee meetings, Community Events, management team meetings, and other related meetings;
- xii. Provide other law enforcement services currently routinely performed by the Snoqualmie Police Department for the City of Snoqualmie, as well as those other law

enforcement services typically provided by a city police or public safety department for a city the size of North Bend including without limitation all necessary supervisory services; response to emergencies such as floods, windstorms and snows that result in the closure of I-90; all necessary traffic controls on North Bend streets resulting from such I-90 closures. “Other law enforcement services” provided under this this subparagraph shall include enforcement and administration of North Bend’s False Alarm Ordinance commencing at such time when North Bend has revised its False Alarm ordinance to be substantially consistent with the requirements and procedures contained in Snoqualmie’s False Alarm Ordinance Chapter 9.08 SMC. If North Bend so revises its False Alarm ordinance, Snoqualmie’s costs incurred in administering the revised False Alarm Ordinance shall be included in the fees paid pursuant to Section 5, below.

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

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

xv. Assist victims and witnesses at crime scenes;

xvi. Preserve crime scenes;

xvii. Retain evidence; and

xviii. Maintain all original North Bend police reports and related documentation and records at the Snoqualmie Police Station and make the same available upon request

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

d. Investigations.

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

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

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

iv. Should a crime occur within the city limits of North Bend that requires the MCTF, the Snoqualmie Police Department (“SPD”) will be in command of the investigation. The parties will develop protocols for responding to media inquiries. North Bend officials will be kept apprised of all events and will assist in coordinating press releases utilizing the SPD Public Information Officer.

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

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

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

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

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

2. Change in Scope of Services and Compensation.

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

a. Changes Due to Annexation or Ordinance Enactment. In the event that a projected annexation or ordinance enactment by North Bend would significantly impact service

delivery and accordingly the compensation provided under this Agreement, North Bend will endeavor to provide prior notice to Snoqualmie and the parties will meet in good faith to negotiate appropriate changes in this Renewal Agreement. Snoqualmie may also trigger such negotiations if it finds a significant change in circumstance has impacted service delivery.

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

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

d. “Actual Cost.” The guiding principle in the parties’ establishment of the compensation levels in Section 5 and in any renegotiation triggered by this Section is the parties’ intent to set compensation levels using “actual cost.” “Actual cost” is a reasonable approximation of actual costs per officer and support staff described in Section 5 with neither a profit nor a loss to Snoqualmie. The use of actual cost will be central to the good faith negotiations of the parties.

e. Preservation of Legislative Discretion. In order to preserve the legislative discretion of the Snoqualmie and North Bend City Councils over their respective budgets and policy standards, the arbitration clause set forth in Section 10(c) is limited to the interpretation and implementation of the existing Agreement. The arbitrator shall have no authority to adjust the service delivery standards of Section 1 nor the compensation levels set by Section 5 of this Renewal Agreement for any future renewal form.

3. Term /Renewal.

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

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

4. Termination.

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

5. Compensation.

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

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

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

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

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

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

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

2. Salary and benefit costs as well as the cost of fully equipping and training

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

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

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

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

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

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

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

6. Equipment Replacement and Repair Fund (ERRF).

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

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

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

7. Indemnification.

The parties shall each indemnify the other as follows:

- a. Snoqualmie Indemnity. Snoqualmie shall protect, indemnify and save harmless North Bend, its officers, elected officials, agents, volunteers and employees from any and all costs, claims, judgments, or awards of damages (including costs and all attorney fees), arising out of or in any way resulting from the negligent acts, errors or omissions of Snoqualmie, its officers, employees and agents in performing this Renewal Agreement. Snoqualmie shall maintain insurance coverage through Washington Cities Insurance Authority or if Snoqualmie elects to change its insurance coverage such replacement insurance shall be in the same or greater amounts than the current WCIA coverage.
- b. North Bend Indemnity. North Bend shall protect, defend, indemnify and save harmless Snoqualmie, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts, errors or omissions of North Bend, its officers, employees or agents in performing this Renewal Agreement. North Bend shall maintain insurance coverage through AWC-RMSA or if North Bend elects to change its insurance coverage such replacement insurance shall be in the same or greater amounts than the current AWC-RMSA coverage.
- c. Survival of Indemnities. The provisions of this section shall survive the expiration or termination of this Renewal Agreement.
- d. Liability Related to North Bend Ordinances, Policies, Rules and Regulations. In executing this Renewal Agreement, the City of Snoqualmie does not assume liability or

responsibility for or in any way release the City of North Bend from any liability or responsibility which arises in whole or in part from the existence or effect of City of North Bend ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City of North Bend ordinance, policy, rule or regulation is at issue, the City of North Bend shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City of Snoqualmie, the City of North Bend, or both, the City of North Bend shall satisfy the same, including all chargeable costs and reasonable attorneys' fees.

- e. Actions Contesting Renewal Agreement. Each party shall appear and defend any action or legal proceeding brought to determine or contest: (i) the validity of this Renewal Agreement and/or (ii) the legal authority of North Bend and/or Snoqualmie to undertake the activities contemplated by this Renewal Agreement. If both parties to this Renewal Agreement are not named as parties to the action, the party named shall give the other party prompt notice of the action and such party shall move to intervene. Each party shall bear any costs and expenses taxed by the court against it separately, provided, any costs and expenses assessed by a court against both parties jointly shall be shared equally.

8. Law Enforcement Authority Conferred.

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

designate the Snoqualmie Chief of Police as the Police Chief for North Bend, provided that nothing herein shall be interpreted to allow North Bend to direct police personnel assigned under this Renewal Agreement nor to interfere in anyway with the SPD chain of command.

9. Administration of Personnel.

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

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

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

Renewal Agreement.

- b. Mediation. Prior to binding arbitration, the parties will submit any issue to mediation, unless both parties waive mediation. All fees and expenses for mediation shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.
- c. Binding Arbitration. Except as provided herein, the parties will submit any issue not resolved by meeting and conferring and mediation to binding arbitration in lieu of any remedy through court action. Binding arbitration shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the parties or through the American Arbitration Association. All fees and expenses for arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

11. Independent Contractor.

Each party to this Renewal Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Renewal Agreement shall make any employee of North Bend a Snoqualmie employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded Snoqualmie employees by virtue of their employment. Nothing in this Renewal Agreement shall make any employee of Snoqualmie a North Bend employee for any purpose, including but not limited to for withholding taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded North Bend

employees by virtue of their employment. At all times pertinent hereto, employees of Snoqualmie are acting as Snoqualmie employees and employees of North Bend are acting as North Bend employees.

12. Notices.

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

To Snoqualmie:

City Administrator
City of Snoqualmie
P.O. Box 987
Snoqualmie, WA 98065

To North Bend:

City Administrator
City of North Bend
P.O. Box 896
North Bend, WA 98045

13. Partial Invalidity.

Whenever possible, each provision of this Renewal Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Renewal Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect.

14. RCW 39.34 Provisions.

- a. This Renewal Agreement shall be administered by the respective City Administrators of the parties.
- b. No separate legal entity will be created for the provision on the Services.
- c. There will be no joint acquisition of real or personal property.
- d. This Renewal Agreement shall be filed for recording with the King County Department of Records upon full execution or posted on Snoqualmie's and North Bend's respective web sites listed by subject matter.

15. General Provisions.

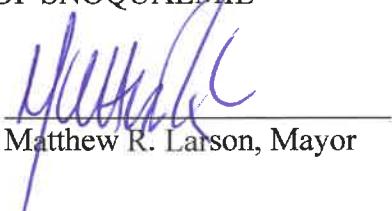
- a. This Renewal Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Renewal Agreement, provided, the recitals may be consulted to determine the intent of the parties as to any question which may arise.
- b. No provision of the Renewal Agreement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

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

DATED this 14 day of May, 2019.

CITY OF SNOQUALMIE

By:


Matthew R. Larson, Mayor

By direction of the City Council

Taken May 13, 2019
AB19-040

Attest:

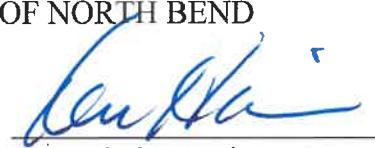

Jodi Warren, City Clerk

Approved as to Form:


Bob Sterbank, City Attorney

CITY OF NORTH BEND

By:


Kenneth G. Hearing, Mayor

By direction of the City Council

Taken 4/16/19 - AB19-065

Attest:


Susie Oppedal, City Clerk

Approved as to Form:


Eileen M. Keiffer, City Attorney

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

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT is entered into between the City of Snoqualmie, a Washington municipal corporation (“Snoqualmie”) and the City of North Bend, a Washington municipal corporation (“North Bend”).

WHEREAS, Snoqualmie and North Bend entered into a Renewal Interlocal Agreement for Police Services on May 14, 2019 (“Renewal Agreement”); and

WHEREAS, the Police Services include response to calls for service, including calls from individuals experiencing mental health crises and/or individuals suffering from mental health illness; and

WHEREAS, in order to provide a more effective crisis response and better management of social service needs of Snoqualmie and North Bend residents, Snoqualmie and North Bend desire to engage the services of a Behavioral Health Specialist; and

WHEREAS, in 2022, the Washington State Legislature awarded Snoqualmie a \$150,000 grant for a one-year pilot behavioral health coordinator program; and

WHEREAS, under the pilot program, Snoqualmie will hire a Behavioral Health Specialist - Community Responder to work in the Snoqualmie Police Department and serve both the City of Snoqualmie and City of North Bend communities; and

WHEREAS, it would serve the public interest to extend the position of Behavioral Health Specialist - Community Responder beyond the one-year pilot program, make it a permanent position within the Snoqualmie Police Department, and thereby allow the Behavioral Health Specialist – Community Responder to continue serving both the City of Snoqualmie and City of North Bend communities;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree to amend the Renewal Agreement as follows:

A. Section 1(b) (“Police Services - Staffing”) is amended as follows:

Staffing. Under the Original Agreement, Snoqualmie hired nine (9) full-time equivalents (FTEs) consisting of eight (8) full-time police officers and one (1) records administration position; provided any Snoqualmie police officer may be assigned to work in North Bend. As part of this Renewal Agreement, Snoqualmie has requested and North Bend has agreed to pay for an additional two and one-half (2.5) FTEs consisting of (1) two Sergeants provided that such Sergeants are assigned to patrol in North Bend when not performing general supervisory duties and provided further, that Snoqualmie maintains a minimum staffing level of four (4) sergeants; and (2) 50% of a FTE Police Support Officer performing prisoner and court transport services so long as North Bend’s prisoner population requires

at least 50% of this FTE's services. Starting on July 1, 2023, North Bend agrees to pay for 50% of a FTE Behavioral Health Specialist – Community Responder. "General supervisory duties" include creating work schedules for the officers, participating in officer performance.

- i. Administration. Snoqualmie will provide administration through a Police Chief, Police Captain, Sergeants, Police Support Officer (PSO), Behavioral Health Specialist – Community Responder, Records Technician and Administrative Coordinators and any compensation for such positions is included in the annual fee set forth in Section 5 of this Renewal Agreement.
- ii. Consultation. Snoqualmie will consult with the North Bend City Administrator on proposed hires but shall retain sole decision-making authority.

B. Section 1(c) ("Service and Assigned Duties") is amended to add the following:

xix. Behavioral Health Specialist – Community Responder will 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.

C. Section 5(a) ("Compensation – Fee During Term") is amended as follows:

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

	Annualized rate of
January 1, 2019 through December 31, 2019	\$1,860,916*
January 1, 2020 through December 31, 2020	\$1,963,266
January 1, 2021 through December 31, 2021	\$2,071,246
January 1, 2022 through December 31, 2022	\$2,185,164
January 1, 2023 through December 31, 2023	\$2,305,348
January 1, 2024 through December 31, 2024	<u>\$2,432,143</u>
	<u>\$2,512,559</u>

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

D. Section 5(d)(2) ("Compensation – Intent of Parties") is amended as follows:

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

...

2. Salary and benefit costs as well as the cost of fully equipping and training 50% of 1 police support officer and, starting on July 1, 2023, 50% of 1 behavioral health specialist – community responder; provided that if Snoqualmie reduces this position to less than full time, North Bend's allocation shall be reduced pro rata.

...

E. Effective Date. The Effective Date of this First Amendment is defined as the date on which all parties have signed this Amendment.

CITY OF SNOQUALMIE

By: Katherine Ross
Katherine Ross, Mayor

Date: December 22, 2022

Attest: Deana Dean
City Clerk

CITY OF NORTH BEND

By: Robert McFarland
Robert McFarland, Mayor

Date: 1/18/2023

Attest: Susie Oppedal
City Clerk