

**INTERIM AGREEMENT BETWEEN THE CITY OF SNOQUALMIE
AND THE CITY OF NORTH BEND REGARDING POLICE SERVICES**

THIS INTERIM 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”) (Snoqualmie and North Bend collectively, “the Parties”).

I. RECITALS

A. WHEREAS, the cities of Snoqualmie and North Bend are each authorized under Washington State law to form and operate police departments;

B. WHEREAS, 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. WHEREAS, the Parties entered into a Renewal Interlocal Agreement for Police Services on May 14, 2019 (the “2019 Renewal Agreement”);

D. WHEREAS, in January of 2023, the Parties entered into a First Amendment to the Renewal Agreement (the “First Amendment”);

E. WHEREAS, the Parties were unable to agree on terms for a new agreement for police services prior to expiration of the 2019 Renewal Agreement, as amended by the First Amendment;

F. WHEREAS, in January of 2025, the Parties entered into a Renewal Agreement (the “2025 Renewal Agreement”) by which the Parties agreed that “all terms and conditions of the 2019 Renewal . . . Agreement and First Amendment . . . , except those amended in th[e 2025] Renewal Agreement, shall continue and remain in effect until the earlier of (i) June 1, 2025, or (ii) approval of a new interlocal agreement for police services by the respective city councils of North Bend and Snoqualmie;”

G. WHEREAS, Snoqualmie and North Bend disagree regarding their respective rights and obligations under the 2025 Renewal Agreement. In particular, but without limitation, Snoqualmie contends that all obligations under the 2019 Renewal Agreement and 2025 Renewal Agreement cease at 12:00am on June 1, 2025, while North Bend contends that by virtue of its May 21, 2025 “City of Snoqualmie Police Services Contract – Notice of Termination,” the 2019 Renewal Agreement and 2025 Renewal Agreement remain in effect until November 30, 2026;

H. WHEREAS, neither Snoqualmie nor North Bend wish for police service for North Bend to lapse as Snoqualmie and North Bend resolve the dispute referenced above;

I. WHEREAS, Snoqualmie is considering initiating litigation against North Bend to resolve the dispute referenced above;

J. NOW THEREFORE, in consideration of the mutual covenants and promises set forth in this Interim Agreement, the mutual benefits to be derived by each, and in the exercise of authority granted by the Interlocal Cooperation Act, Snoqualmie and North Bend agree as follows:

II. AGREEMENT

A. To maintain the status quo of police services, ~~and pending the earlier of (1) resolution of the Parties' dispute described in Recital G above or (2) November 30, 2026,~~ the Parties agree that following sections of the 2019 Renewal Agreement are in effect: II.1, II.2, II.7, II.8, II.9, II.11, II.12, II.13, and II.14. The parties reserve the rights to enforce provisions of the 2019 Renewal Agreement not herein identified. This will remain in effect until terminated with sixty (60) days notice. While this Agreement is effective, the City of North Bend will pay the City of Snoqualmie \$219,849.00 each month to maintain the status quo; the City of North Bend acknowledges this amount may be challenged by the City of Snoqualmie.

B. Nothing in this Interim Agreement in any way prejudices the Parties' rights and obligations with respect to each other, including, but specifically not limited to, Snoqualmie's contention that all obligations under the 2019 Renewal Agreement and 2025 Renewal Agreement cease at or after 12:00am on June 1, 2025, or North Bend's contention that by virtue of its May 21, 2025 "City of Snoqualmie Police Services Contract – Notice of Termination," the 2019 Renewal Agreement and 2025 Renewal Agreement remain in effect until November 30, 2026.

C. If it is determined that obligations under the 2019 Renewal Agreement and 2025 Renewal Agreement cease at 12:00am on June 1, 2025, the Parties will attempt to negotiate the additional compensation due to Snoqualmie from North Bend, if any, by agreement, and, if the Parties are unable to resolve that issue by agreement, the Parties will resolve the additional compensation due to Snoqualmie from North Bend, if any, by litigation.

D. This Interim Agreement shall be effective as of the date on which all Parties have executed this Interim Agreement.

CITY OF SNOQUALMIE

By: _____
Katherine Ross, Mayor

Attest:

Deana Dean, City Clerk

Approved as to Form:

CITY OF NORTH BEND

By: _____
Mary Miller, Mayor

Attest:

Susie Oppedal, City Clerk

Approved as to Form:

Dena Burke, City Attorney

Kendra Rosenberg, City Attorney