

City of Tenino

149 Hodgen Street South
Tenino, WA 98589

City Council Meeting
Tuesday, October 14, 2025 at 6:30 PM

Agenda

WORK SESSION

CALL TO ORDER

AGENDA APPROVAL

1. Agenda Approval

Recommended Action: Motion to approve the 10/14/2025 agenda as presented.

APPROVAL OF MINUTES

2. Approval of Minutes

Recommended Action: Motion to approve the 09/09/2025 minutes as presented.

CONSENT CALENDAR

3. Consent Calendar for September 10, 2025 through September 23, 2025 consisting of:

Payroll EFT's in the amount of \$46,417.66 and Claims Checks #33597 through #33623 and EFT's in the amount of \$92,953.71 for a Grand Total of \$139,371.37.

Consent Calendar for September 24, 2025 through October 14, 2025 consisting of:

Payroll EFT's in the amount of \$72,958.14 and Claims Checks #33624 through #33669 and EFT's in the amount of \$76,118.05 for a Grand Total of \$149,076.19.

Liquor License Renewals: None

Recommended Action: Move to approve the consent calendar as presented.

EXECUTIVE SESSION

PRESENTATIONS

PUBLIC COMMENTS

PUBLIC HEARING

PROCLAMATIONS

OLD BUSINESS

NEW BUSINESS

4. First Amendment to Intergovernmental Agreement for Law Enforcement Records Management System.

This amendment to our interlocal agreement for LERMS needs to be signed as the consortium doesn't have a copy with City of Tenino signatures after Thurston County was added. Please approve for the mayor and city attorney to sign. Original agreement, and updated amendment attached.

Recommended Action: Motion to approve Intergovernmental Agreement for Law Enforcement Records Management System.

RESOLUTIONS

ORDINANCES

REPORTS

5. Outside Agency

- 1) Chamber of Commerce
- 2) Economic Development Council (EDC)
- 3) South Thurston Economic Development Initiative (STEDI)
- 4) ARCH Commission
- 5) Experience Olympia & Beyond (VCB)
- 5) Timberland Regional Library

6. 13. Committees/Commissions

- 1) Civil Service Commission
- 2) Finance Committee
- 3) Planning Commission
- 4) Public Safety Committee
- 5) Public Works Committee

7. 14. Staff

- 1) Chief of Police
- 2) Director of Public Works
- 3) Code Enforcement/Building Inspector
- 4) PARC Specialist
- 5) Clerk/Treasurer

6) Mayor

8. 15. **Liaisons**

1) Bucoda/Tenino Healthy Action Team (BTHAT)

2) Solid Waste Advisory Board

3) TCOMM/911

4) Tenino School Board

5) Thurston Regional Planning Council (TRPC)

6) Transportation Policy Board

7) Thurston County Commissioner's Office

8) Legislature

PUBLIC COMMENTS 2

ANNOUNCEMENTS

ADJOURNMENT

File Attachments for Item:

2. Approval of Minutes

Recommended Action: Motion to approve the 09/09/2025 minutes as presented.

**City Council Meeting
Tuesday, September 09, 2025**

Minutes

WORK SESSION

Mayor Watterson convened the work session at 6:30 pm with

PRESENT

- Councilmember Elaine Klamn
- Councilmember John O'Callahan
- Councilmember Jason Lawton
- Councilmember Jeff Eisel

ABSENT

- Councilmember Linda Gotovac

1. Sample of the Interpretive Sign for the Veterans Wall near the Quarry Pool.

CALL TO ORDER

Mayor Watterson convened the regular Council Meeting at 7:30PM with the absence of Councilmember Gotovac:

PRESENT

- Councilmember Elaine Klamn
- Councilmember John O'Callahan
- Councilmember Jason Lawton
- Councilmember Jeff Eisel

ABSENT

- Councilmember Linda Gotovac

AGENDA APPROVAL

2. Agenda Approval

Recommended Action: Motion to approve the 09/09/2025 agenda as presented.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Lawton.

Voting Yea: Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton, Councilmember Eisel.

Motion passes: 4/0.

APPROVAL OF MINUTES

3. Approval of Minutes

Recommended Action: Motion to approve the 8/26/2025 minutes as presented.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Lawton.

Voting Yea: Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton, Councilmember Eisel.

Motion passes: 4/0.

CONSENT CALENDAR

- 4. Consent Calendar for August 27, 2025 through September 9, 2025 consisting of:

Payroll EFT's in the amount of \$85,003.32 and Claims Checks #33554 through #33596 and EFT's in the amount of \$644,601.21 for a Grand Total of \$729,604.53.

This includes the reissuance of checks originally written to Gibbs & Olsen which needed to be made payable to the actual contractors of Lakeside Industries (\$340,090.34) and Travers Electric (\$176,020.81)

Liquor License Renewals: None

Recommended Action: Move to approve the consent calendar as presented.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Lawton.

Voting Yea: Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton, Councilmember Eisel.

Motion passes: 4/0.

EXECUTIVE SESSION

None.

PRESENTATIONS

None.

PUBLIC COMMENTS

Michael Huber of 328 Briar Lane S, representing for The Home Owners Association on Briar Lane. "I am here about previous council meeting talking about engineering for the trail extension to the Agricultural Park. We look forward to it as a community but want to reiterate our offer that you previously declined. We did make an offer to the City, we own a pretty substantial chunk of the right of way along Old Hwy 99 and we wanted to reiterate that we do hold that and are open to talks to the city about potentially taking some of that right of way."

Mayor Watterson responded: "I will mention that to our people doing the design work out there and make them aware of that. Thank you for bringing that up."

PUBLIC HEARING

None.

PROCLAMATIONS

None.

OLD BUSINESS

None.

NEW BUSINESS

- 5. Contract Renewal for Real Estate Services with Amy Evans-Harding.

Recommended Action: Motion to approve Contract Renewal for Real Estate Service.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Lawton.

Voting Yea: Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton, Councilmember Eisel.

Motion passes: 4/0.

- 6. Remove retired employee, Ronna Barnes, from the City's Bank Accounts at Timberland Bank.

Recommended Action: Motion to approve the removal of Ronna Barnes from the City's Bank Accounts at Timberland Bank.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Lawton.

Voting Yea: Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton, Councilmember Eisel.

Motion passes: 4/0.

RESOLUTIONS

- 7. Resolution adopting the 2025 Hazardous Waste Plan Update.

Recommended Action: Motion to approve adopting the 2025 Hazardous Waste Plan Update..

Motion made by Councilmember Klamn, Seconded by Councilmember O'Callahan.

Voting Yea: Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton, Councilmember Eisel.

Motion passes: 4/0.

ORDINANCES

None.

REPORTS

8. Outside Agency

- 1) Chamber of Commerce - George Sharp reported Chamber Luncheon on September 17th at noon at the Sandstone Café with guest speaker Adam Carney.
- 2) Economic Development Council (EDC) - Real Estate Forum at SPSCC September 25th held at the SPSCC Lacey Campus.
- 3) South Thurston Economic Development Initiative (STEDI) next meeting will be September 19th at 8-9:30AM at the Quarry House, followed by a tour of Wolf Haven.

9. 13. Committees/Commissions

- 2) Finance Committee - the meeting was today 9/9/25. The group spoke about the audit, the Federal Grant did not meet the criteria. All department heads are working on budgets. Clerk Reddick hopes to have the draft/calendar for 2026. We currently do not need to buy police department vests, we have two new vests on hand.
- 5) Public Works Committee - Quarry pool is done for the year and closed.

10. 14. Staff

- 1) Chief of Police - Had staff meeting today and Chief Auderer stated the new officer is riding second and field training.
- 2) Director of Public Works - Working on ballfields, they will require an archeological study before any further movement is made. And with weather coming the plans may be put on hold. The treatment plant is still working on the screens. They are submitting an emergency Grant for these screens. The main Auger broke and has been repaired twice, may need to replace it down the road.
- 5) Clerk/Treasurer - Reddick stated the state auditor asked when the reports. Councilmember O'Callahan suggested that a mid-year review be done to ensure they are on course. Clerk Reddick asked the councilmembers if they were okay with getting them emailed or preferred a hard copy. Most noted that if they came in an email they would just have to print a copy, so a hard copy seems the most effective. If any questions, please email her. The August reconciliation was done within 2-3 hours instead of days. Bank statements and budget reports will be provided but email if requiring anything further. It has been mentioned to look into pricing on a payroll company, but only for review at this time. We will not be renewing the Pitney Bowes postage meter once the contract is up in early 2026. We are finding ways to cut costs.
- 6) Mayor - Thurston County Court tried to shorten the length of time for when they take over the contract. Recently went to a meeting with the Tenino Food Warehouse and the Food Lifeline Group representative was there to see what work they have done with the facility. Grants and volunteers are assisting and making a lot of progress. They have helped over 500 people this last month and about 118 people in the last week. Long time

volunteers Ray Cooper and wife are leaving. The Food Bank is in need of help/volunteers. This Saturday 9/13/25 from 5-8PM is the Food Bank Dinner fundraiser.

11. 15. Liaisons

2) Solid Waste Advisory Board - The bike refurbishing project started and is done, 181 bicycles all ready and handed out. Christmas tree recycling projects in the works. Researching reduction in schools with focus on 4-5 grade.

4) Tenino School Board - Councilmember Lawton reported the football team won their 1st game. Girls Soccer and Volleyball have started.

5) Thurston Regional Planning Council (TRPC) - Councilmember O'Callahan stated that they are going through End of Year cleanup.

6) Transportation Policy Board - Councilmember O'Callahan stated that they are going through End of Year cleanup.

PUBLIC COMMENTS 2

None.

ANNOUNCEMENTS

Councilmember O'Callahan shared:

The Tenino Food Bank Fundraiser Dinner is this Saturday 9/13/25 from 5PM-8PM. During the day from noon-2PM at the High School there will be a First Responders Potluck, please bring a dish if you can. This will be his last one and Dave Champaign will taking over for him next year.

ADJOURNMENT

Mayor Watterson adjourned the meeting at 7:43PM.

File Attachments for Item:

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Payroll EFT's in the amount of \$72,958.14 and Claims Checks #33624 through #33669 and EFT's in the amount of \$76,118.05 for a Grand Total of \$149,076.19.

Liquor License Renewals: None

Recommended Action: Move to approve the consent calendar as presented.

Consent Calendar September 24, 2025 consisting of:

- **Payroll EFT's in the amount of \$ 46,417.66**
- **Claims Checks # 33597 through # 33623 in the amount of \$ 92,953.71**

for a total of \$ 139,371.37

Consent Calendar October 14, 2025 consisting of:

- **Payroll EFT's in the amount of \$ 72,958.14**
- **Claims Checks # 33624 through # 33669 in the amount of \$ 76,118.05**

for a total of \$ 149,076.19

Liquor & Cannabis License:

None at this time

File Attachments for Item:

4. First Amendment to Intergovernmental Agreement for Law Enforcement Records Management System.

This amendment to our interlocal agreement for LERMS needs to be signed as the consortium doesn't have a copy with City of Tenino signatures after Thurston County was added. Please approve for the mayor and city attorney to sign. Original agreement, and updated amendment attached.

Recommended Action: Motion to approve Intergovernmental Agreement for Law Enforcement Records Management System.

**FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT FOR
LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM**

This First Amendment ("Amendment") is dated effective as of the date of the last signature affixed hereto, and is entered into by and between the cities of Lacey, Olympia, Tenino, Tumwater and Yelm, and Thurston County, collectively referred to herein as "the Parties" and individually as "Party".

A. The Cities of Lacey, Olympia, Tenino, Tumwater, and Yelm entered into an Intergovernmental Agreement for Law Enforcement Records Management System ("Agreement") on April 22, 2009.

B. Section X of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties and recorded with the Thurston County Auditor's Office.

C. In consideration of the mutual benefits and covenants contained herein, the Parties desire to add the Thurston County Sheriff's Office as a Member Agency related to development and administration of the future replacement of the Records Management System, requiring an amendment to the Agreement.

NOW, THEREFORE, the parties agree to the Agreement is amended as follows:

1. PARTICIPATING AGENCIES

Section II.A of the Agreement is amended to read as follows:

A. Member Agencies (currently Central Square/1 Solution "System"): The participating agencies operated by the Parties to this Agreement (the "Member Agencies") shall design, develop, manage, and administer the System on behalf of the Parties. The Member Agencies share in the initial capital cost of the System and are full voting members on the Executive Board, as set forth in Section IV.B herein. The Member Agencies are:

1. The City of Lacey Police Department;
2. The City of Olympia Police Department;
3. The City of Tenino Police Department;
4. The City of Tumwater Police Department;
5. The City of Yelm Police Department;
6. The Thurston County Sheriff's Office (shall be a full voting member for purposes of the future replacement "System" only).

2. INSTITUTIONAL ARRANGEMENT

Section IV.B.2(a) of the Agreement is amended to read as follows:

2. Voting
 - a. Each Member Agency representative is entitled to one vote on all System matters. The Thurston County Sheriff (or designee) is restricted to voting only on matters related to any System that replaces the original RMS system, which is CentralSquare.

Section IV.D.1(a) of the Agreement is amended to read as follows:

1. Composition, Powers and Voting
 - a. Each Member and Subscriber Agency will appoint one person to serve as its designated, voting representative to the Users' Committee. Further, the System Administrator will also serve as staff to the Users' Committee. The Thurston County Sheriff's Office representative is restricted to voting only on matters related to the future replacement System.

Section IV.E.1(a) of the Agreement is amended to read as follows:

1. Composition, Powers and Voting
 - a. Each Member and Subscriber Agency will appoint one person to serve as its designated, voting representative to the Technical Advisory Committee. One person from the entity with which the Member Agencies contract to manage the System infrastructure will also serve as an ad hoc member of the Technical Advisory Committee. Further, the System Administrator will also serve as staff to the Technical Advisory Committee. The Thurston County Sheriff's Office representative is restricted to voting only on matters related to the future replacement System.

3. ENTRY AND EXIT MECHANISM

Section IX.A.2 of the Agreement is amended to read as follows:

2. The Executive Board shall set new party assessments for new Subscriber and Member Agencies at the time of admission or, in the case of the Thurston County Sheriff's office, upon incurring costs for the future replacement System.

Section IX.A.3 of the Agreement is amended to read as follows:

3. The Executive Board shall set the New Member Agency regular assessments per the formula detailed in Section VI.C.1.

4. **AMENDMENT or VARIATION TO THE AGREEMENT**

Section X. of the Agreement is amended to read as follows:

This Agreement may be amended at any time. The Agreement, together with any Amendments, must be in writing and shall be posted upon the websites of the parties or other electronically retrievable public source or filed with the Thurston County Auditor's Office as set forth in RCW 39.34.040.

5. **FINANCIAL ARRANGEMENT**

The following language shall be added to Section VI.C. and VI.D. of the Agreement

TCSO will be paying fees, regular and special, that are related to the selection, purchase and maintenance of any replacement RMS.

- The 5 cities of the original ILA executed April 22, 2009 are paying for and can make decisions about everything related to the **current RMS** (CentralSquare) system.
- The 5 cities of the original ILA executed April 22, 2009 plus TCSO will be paying for and can make decisions about everything related to **any new RMS**, including the procurement of a new system.

6. Add a new Section XVII to the Agreement entitled, **RECORDS:**

Each Agency is responsible for maintenance, retention, and response to any records requests under the Public Records Act.

7. Add a new Section XVIII to the Agreement, entitled, **COUNTERPARTS:**

This Agreement may be executed in a number of identical counterparts which, taken together, constitute collectively one Agreement; but in making proof of this Agreement, it is not necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned signature, or an electronic or digital signature where permitted by law, must be deemed to be an original signature for all purposes. All executed counterparts of this Agreement are originals, but all such counterparts, when taken together, constitute one and the same Agreement.

Except as expressly provided in this Amendment, all other terms and conditions of the original Agreement remain in full force and effect.

This Amendment is hereby entered into between the Parties, and it shall take effect on the date of the last authorizing signature affixed hereto:

Dated this day and date set opposite the signature of each party.

CITY OF LACEY

By: _____
Scott Spence, City Manager

Date: _____

Approved as to form:

David Schneider, City Attorney

CITY OF OLYMPIA

By: _____
Steven J. Burney, City Manager

Date: _____

Approved as to form:

Annaliese Harksen, Deputy City Attorney

CITY OF TENINO

By: _____
David Watterson, Mayor

Date: _____

Approved as to form:

_ Brent Dille, City Attorney

CITY OF TUMWATER

By: _____
Debbie Sullivan, Mayor

Date: _____

Approved as to form:

Karen Kirkpatrick, City Attorney

CITY OF YELM

By: _____
Joe DePinto, Mayor

Date: _____

Approved as to form:

Brent Dille, City Attorney

COUNTY OF THURSTON

By: _____
Carolina Mejia, County Commissioner

Date: _____

Approved as to form:

Jon Tunheim, County Prosecutor

ORIGINAL

16101

**INTERGOVERNMENTAL AGREEMENT FOR
LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM**

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, permits local governments to work together to manage criminal justice data on a regional basis; and

WHEREAS, it is in the best interest of the citizens of Thurston County for law and justice agencies in the County to cooperate and coordinate in the management of criminal justice data; and

WHEREAS, a regional approach to criminal justice data management promotes effective law enforcement, reduces cost and increases operational efficiencies; and

WHEREAS, this Agreement is made and entered into among the City of Lacey; City of Olympia; City of Tenino; City of Tumwater; and City of Yelm, hereinafter referred to as "the Parties," to provide a regional mechanism to manage law enforcement records.

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows:

I. BACKGROUND AND PURPOSE

The cities of Lacey, Olympia, Tenino, Tumwater, and Yelm have aligned to implement, manage and maintain a regional Records Management System (the "System"). Achieving accurate and timely data sharing among the Member Agencies through a regional System is critical to providing excellent law enforcement services to the Cities' community members, residents and visitors. The purpose of this Agreement is to define the components related to the administration, as well as the financial arrangements of the System.

II. PARTICIPATING AGENCIES

A. Member Agencies - The participating police agencies operated by the Parties to this Agreement (the "Member Agencies") shall design, develop, manage, and administer the System on behalf of the Parties. The Member Agencies share in the initial capital cost of the System and are full voting members on the Executive Board, as set forth in Section IV.B herein. The original Member Agencies are:

1. The City of Lacey Police Department;
2. The City of Olympia Police Department;
3. The City of Tenino Police Department;
4. The City of Tumwater Police Department;
5. The City of Yelm Police Department.

B. Subscriber Agencies – Other criminal justice agencies may be granted access to specific features of the System for a fee or other valuable consideration. Such agencies shall be termed “Subscriber Agencies.” All subscriber agencies shall be admitted subsequent to the signing of this Agreement.

C. Additional public safety agencies may be included in the System as Member Agencies or Subscriber Agencies as provided in Section IX of this Agreement.

III. GOALS

A. The overall goal of the System is to share public safety information; increase operational efficiency via a reduction in data entry; and ease the process of accessing information. Additional goals of the System are to:

1. Improve officer and citizen safety;
2. Facilitate coordination and information sharing both internal and external to the participating agencies;
3. Improve crime analysis;
4. Enhance the ability and effectiveness of staff to perform their jobs;
5. Facilitate coordinated crime prevention and reduction;
6. Provide high levels of data security;
7. Provide an open, flexible and reliable technology base for the future;
8. Improve data quality and timeliness;
9. Increase work process efficiency;
10. Provide cost effective/economies of scale for all participating agencies;
11. Ensure quality client service for all participating agencies.

IV. INSTITUTIONAL ARRANGEMENT

A. The following outlines the governance arrangement and structure for managing and maintaining the System. The governance structure is depicted in Figure 1 below:



Figure 1

B. Executive Board - The parties to this Agreement create a joint board, known as the Executive Board, to govern the fiscal and administrative aspects of the System.

1. Composition - The Executive Board consists of the following voting Member Agency Representatives:

- a) The Lacey Chief of Police (or designee);
- b) The Olympia Chief of Police (or designee);
- c) The Tenino/Rainier/Bucoda Chief of Police (or designee);
- d) The Tumwater Chief of Police (or designee);
- e) The Yelm Chief of Police (or designee);
- f) The chief executive officer (or designee) of any future Member Agency.

2. Voting

- a) Each Member Agency representative is entitled to one vote on all System matters.
- b) Responsibilities - The Executive Board is responsible for the following:
 - i. Electing, at the first regular calendar meeting of each year, a member to serve as Chair for the year;

- ii. Making policy decisions related to the System and this Agreement;
- iii. Reviewing and approving the annual budget, capital expenditures and member and subscriber assessments under this Agreement;
- iv. Recommend the acquisition and disposal of personal property, capital equipment and software (including licenses for use thereof) on behalf of the parties to this Agreement;
- v. Oversee contracts on behalf of the parties to this Agreement;
- vi. Oversee service agreements related to the maintenance and operation of technology systems and software related to the Records Management System;
- vii. Selecting the Lead Agency and appointing members to the Users' and Technical Advisory Committees;
- viii. Assuring that the System and the use of any criminal records information contained therein comply with all applicable state, federal and local laws currently in effect, or as may hereafter be amended;
- ix. Establishing rules and regulations necessary to govern access to, security for, and operation of the System; and
- x. Conducting all other official business related to the System and this Agreement not otherwise assigned to the Lead Agency.

3. Meetings – The Executive Board will hold regular and special meetings in the following manner:

- a) The Executive Board will hold regular monthly meetings at times and locations to be determined by the Board.
- b) The Board may schedule special meetings at any time at the request of the Chair or two or more member agencies.
- c) A quorum is required for regular and special meetings. Attendance by a majority of the members of the Board (or their designees) is required for a quorum.
- d) All meetings will be conducted by the Chair (or designee) according to an agenda, which is distributed in advance, and minutes of actions taken will be kept.

e) If an Executive Board member is unable to attend a meeting, the Board member will notify the Board chair of his or her absence in advance of the meeting and send a designee in his or her place who has the knowledge and authority to act on meeting items and business.

4. Non-voting members – The chief executive officers (or designees) of Subscriber Agencies are granted ad hoc, non-voting membership on the Executive Board.

C. Lead Agency – The Executive Board will designate one of its member agencies to serve as the Lead Agency.

1. Responsibilities – The Lead Agency is responsible for the following on behalf of the Executive Board:

a) Serving as the temporary custodian of property, equipment and software related to the System on behalf of the parties in this Agreement;

b) Maintaining, on behalf of the parties, contracts, leases, titles, licenses and registrations related to the System on behalf of the parties to this Agreement;

c) Serving as the parties' fiscal agent for all business functions related to the System on behalf of the parties to this Agreement;

d) Maintaining and accounting for all funds related to the System separate from the Lead Agency's operating funds;

e) Providing grant management oversight related to the System on behalf of the Member Agencies;

f) Coordinating with the Executive Board Chair to set meeting agendas, ensure minutes are taken and provide other administrative duties related to the Executive Board; and

g) Serving as a liaison between the System Administrator, Vendor and Member Agencies.

2. Term – The Lead Agency serves at the pleasure of the Executive Board under the following terms and conditions:

a) The standard term of the Lead Agency is three (3) calendar years.

b) The Lead Agency will be selected among the parties by a majority vote of the Executive Board on or before January 1st of every third year, beginning in the year 2009.

- c) The Lead Agency may be selected to consecutive terms.
- d) The Lead Agency may be changed in the following ways:
 - i. By majority vote of the Executive Board, at the end of a standard three-year term;
 - ii. By majority vote of the Executive Board for a change to take place on January 1st of any calendar year that is not the end of a standard three-year term, provided the incumbent Lead Agency is given no less than ninety (90) days notice.
- e) A party may decline selection as Lead Agency, if providing the services required of the Lead Agency would constitute a hardship.

D. The Users' Committee – A Users' Committee serves as an advisory body to the Executive Board on operational issues related to the System.

1. Composition, Powers and Voting

- a) Each Member and Subscriber Agency will appoint one person to serve as its designated, voting representative to the Users' Committee. Further, the System Administrator will also serve as staff to the Users' Committee.
- b) The Powers of the Users' Committee are specifically limited to:
 - i. Making recommendations to the Executive Board;
 - ii. Deciding group procedural issues; and
 - iii. Identifying operational issues and determining solutions to operational problems.
- c) The Users' Committee is not empowered to commit or expend funds, or make personnel decisions unless otherwise directed by the Executive Board.

2. Responsibilities – The Users' Committee is responsible for the following:

- a) Electing, at the first regular calendar meeting of the year, a member to serve as Chair for the calendar year;
- b) Addressing operational issues related to the System;
- c) Researching and testing new products and making recommendations to the Executive Board;

- d) Advising and assisting the Executive Board with questions or specific advice sought on operational issues related to the System;
- e) Providing input to the proposed budget for each calendar year; and
- f) Engaging in other tasks as may be assigned by the Executive Board.

3. Meetings

- a) The Users' Committee will hold regular and special meetings in the following manner:
 - i. The Users' Committee will hold regular monthly meetings at times and locations to be determined by the Committee;
 - ii. The Committee may schedule special meetings at any time at the request of the Chair or two or more Committee members;
 - iii. A quorum is required for regular and special meetings. Attendance by a majority of the Committee (or their designees) is required for a quorum;
 - iv. Meetings will be conducted by the Chair (or designee) who will set the agenda and distribute it to members of the Committee in advance of each meeting, and minutes of all actions will be kept.

E. The Technical Advisory Committee – A Technical Advisory Committee serves as an advisory group to the Executive Board on technical issues related to the System.

1. Composition, Powers, and Voting

- a) Each Member and Subscriber Agency will appoint one person to serve as its designated, voting representative to the Technical Advisory Committee. One person from the entity with which the Member Agencies contract to manage the System infrastructure will also serve as an ad hoc member of the Technical Advisory Committee. Further, the System Administrator will also serve as staff to the Technical Advisory Committee.
- b) The Powers of the Technical Advisory Committee are specifically limited to:
 - i. Making recommendations to the Executive Board;

ii. Deciding group procedural issues; and

iii. Identifying technical issues and recommending solutions to technical problems.

c) Issues that are regional (i.e. affecting all Member/Subscriber Agencies), affect system operations, require additional funding, or change existing department or regional policies will be raised to the Executive Board prior to recommendations or solutions being implemented.

d) The Technical Advisory Committee is not empowered to commit or expend funds, or make personnel decisions unless otherwise directed by the Executive Board.

2. Responsibilities – The Technical Advisory Committee is responsible for the following:

a) Electing, at the first regular calendar meeting of the year, a member to serve as Chair for the calendar year;

b) Addressing technical issues related to the System;

c) Researching and testing new products and making recommendations to the Executive Board;

d) Advising and assisting the Executive Board with questions or specific advice sought on technical issues related to the System;

e) Providing input to the proposed budget for each calendar year; and

f) Engaging in other tasks as may be assigned by the Executive Board.

3. Meetings – The Technical Advisory Committee will hold regular and special meetings in the following manner:

a) The Technical Advisory Committee will hold regular monthly meetings at times and locations to be determined by the Committee. Meetings shall be scheduled in a manner that permits timely communication with the Executive Board;

b) The Committee may schedule special meetings at any time at the request of the Chair or two or more Committee members;

c) A quorum is required for regular and special meetings. Attendance by a majority members of the Committee (or their designees) is required for a quorum;

d) Meetings will be conducted by the Chair (or designee) who will set the agenda and distribute it to members of the Committee in advance of each meeting, and minutes of all actions will be kept.

V. OPERATION

A. Infrastructure Hosting, Maintenance, and Support

1. System infrastructure includes all servers required for System functionality as determined during System procurement and update processes, as well as the network that allows Member and Subscriber Agency connectivity to the Server (s). It also includes connections from the System servers to designated State of Washington systems, including, but not limited to ACCESS/NCIC/WACIC servers.
2. The Executive Board may employ whatever means it deems necessary to assure the continuous operation of the System, including, but not limited to hiring independent contractors, contracting with an external vendor/agency to provide hosting, operation and maintenance service, or utilizing employees on "loan" from Member Agencies.
3. Infrastructure hosting, maintenance and support responsibilities include the following:
 - a) Ensuring the System network is operational and functioning;
 - b) Supporting the ACCESS/NCIC/WACIC link around the clock;
 - c) Troubleshooting network connectivity issues;
 - d) Participating on the Technical Advisory Committee as an ad hoc member;
 - e) Guaranteeing that appropriate safeguards on the security of the data contained in the System; and
 - f) Abiding by the *System Service Level Agreement* which details performance requirements on behalf of the Network Administrator.

B. System Administration

1. It is agreed that a System Administrator who is knowledgeable in law enforcement operations is necessary to provide application support at the functional level.
2. The Executive Board may structure the System Administrative functions in the manner that it sees fit, including, but not limited to, hiring independent contractors or utilizing employees from Member Agencies. The Executive Board will cause the Lead Agency to enter into a contract with an

organization to provide continuous operation, administration and maintenance services for the System.

3. The System Administrator is responsible for the following:
 - a) Application support at the agency level;
 - b) Managing code tables, security profiles, and system configuration;
 - c) Maintaining and managing System day-to-day operations;
 - d) First-level troubleshooting of issues related to application functionality;
 - e) Coordinating with System Administrators at each Member and Subscriber Agency;
 - f) Working with the vendor on System issues, service, and upgrades;
 - g) Participating in the Users' and Technical Advisory Committees; and
 - h) Abiding by the *System Service Level Agreement* which details performance requirements on behalf of the Network Administrator.

4. The Executive Board will determine the appropriate compensation structure for the System Administrator each year as part of the budget process. If the System Administrator is "on loan" from a Member Agency, the Member Agencies will compensate the Member Agency from the Law Enforcement Records Management System Fund commensurate with the employee's regular salary.

C. Term - On or before June 30th of each year, the Executive Board will assure that provisions are made for system administration and hosting, operating and maintaining the System for the next calendar year.

VI. FINANCIAL ARRANGEMENT

A. Financial Management

1. The Lead Agency serves as the primary fiscal agent for the parties for matters related to this Agreement. As such, the Lead Agency will manage all funds and conduct business on behalf of the parties for matters related to this Agreement.
2. All monies designated for operation of the System and related business, including but not limited to any regular or special assessments contributed by the parties as set forth below, grant funds received for the parties use hereunder, any public or private donations to the parties and any other

income intended for the conduct of business under this Agreement will be deposited in a special fund.

3. The Law Enforcement Records Management System Fund will be used exclusively for the conduct of business under this Agreement.

4. Monies in the Fund will not be co-mingled with funds from any other source.

B. Budget

1. The Lead Agency, with input from the Users' Committee, Technical Advisory Committee, and System Administrator will prepare a proposed annual budget for consideration by the Executive Board.

2. The proposed budget is submitted to the Executive Board for review on or before June 30th of each year.

3. The Executive Board approves an annual budget for the following calendar year on or before July 31st of each year.

C. Assessments

1. Regular Assessments

a) Each party is assessed a share of the adopted calendar-year budget. This share is the regular assessment.

b) The regular assessment for each party is determined in the following manner:

i. The total population of all Member and Subscriber Agencies is calculated by adding together the current year population estimates for the parties as determined by the Thurston Regional Planning Council and published in the most current edition of The Profile.

ii. The current year population of each Member and Subscriber Agency (based on the most current edition of The Profile) is calculated as a percentage of the total population of the member agencies.

iii. The Member or Subscriber Agency's assessment is computed by multiplying the approved budget, less any funds derived from grants, donations or other sources that are not designated for special uses, by the party's population percentage.

- c) Regular assessments are determined during the annual budget process and are approved by the Executive Board as a part of that process.
- d) Regular assessments will include a 10% reserve for system, software and hardware upgrades and replacement.
- e) Regular assessments are billed by the Lead Agency in December of each year and are due on or before the following January 31st.

2. Special Assessments

- a) The Executive Board may authorize the following types of special assessments:
 - i. Emergency Assessments: To meet unanticipated, mid-year emergency needs when deferral of expenses to the next budget year is not possible and where failing to authorize a special assessment would result in system failure or inability to meet essential service or security standards.
 - ii. Efficiency Assessments: To take advantage of circumstances that would directly lead to future savings.
 - iii. Voluntary Project Assessments: To permit one or more of the parties to acquire custom services.
 - iv. New Member Assessments: To vest new parties in co-ownership of property, equipment and software.
- b) Emergency and efficiency assessments in excess of 5% of an agencies' regular assessment (for the year in which the special assessment is to occur) must be authorized by unanimous decision of the members of the Executive Board.
- c) Emergency and efficiency assessments in excess of 5% of a regular assessment must be approved by the governing body of each of the agencies.
- d) Voluntary project assessments may be authorized at any time by unanimous decisions of the Member Agencies of the Executive Board.
 - i. Only those parties choosing to participate in the proposed project are subject to voluntary project assessments.

ii. The parties participating in a voluntary project determine the shares each will be assessed and submit the proposed special assessment to the Executive Board for approval.

iii. The parties choosing to participate in a voluntary project are responsible for assuring that they have sufficient funds available to meet the special assessment obligation.

e) New Party Assessments apply only to new parties. The amount of the new party Assessment is determined by the Executive Board based on conditions at the time the new Party applies for Admission to the Agreement.

f) Special Assessments are billed by the Lead Agency, as directed by the Executive Board. Special Assessments are due within thirty (30) days of receipt of an invoice.

3. Grants and Donations

a) The Executive Board may authorize application for and receipt of funds from grants, foundations or private donors. Any grant application will be made in the name of the Lead Agency, on behalf of the parties.

b) The Executive Board may request the Lead Agency to designate a staff member from the Lead Agency to be responsible for assuring management oversight of grants on behalf of the parties.

VII. PROPERTY, EQUIPMENT AND SOFTWARE

A. All property, equipment, software and supplies acquired through the expenditure of the Member and Subscriber Agencies' funds, and all property, equipment, software and supplies donated for use by the Agencies subsequent to the date of the Agreement will be controlled by the Executive Board and remain the exclusive joint property of the parties for as long as this Agreement remains in effect.

B. All property, equipment and supplies loaned to the parties collectively for the purposes of this Agreement at any time by any individual party or other entity will be subject to control by the Executive Board while on loan, but will remain the property of the other entity or party providing the loan.

C. On the termination of this Agreement, the property, equipment, software and monies acquired hereunder will be liquidated and distributed to the parties in proportion to each party's contribution during the term of this Agreement, as determined by the Executive Board.

D. In the event that any party withdraws from this Agreement prior to its termination as provided herein, any property or equipment loaned or contributed

solely by that member will be returned to that party within ninety (90) days following the date of the party's withdrawal.

E. Property, equipment and software not contributed solely by one party for which a title, license or registration is issued will have that title, license or registration issued in the name of the Lead Agency at the time the item is acquired and will be held in trust by the Lead Agency on behalf of all of the parties. Contracts, leases and documents by any other name or designation that legally bind the parties will be issued in the name of the Lead Agency on behalf of the parties at the time the contract, lease or other document is executed. The Lead Agency will manage such contracts, leases and other documents on behalf of the other parties.

F. Property, equipment and software with a value in excess of \$500.00 for which no documentation is issued will be inventoried by the Lead Agency at the time the item is acquired and will be held in trust by the Lead Agency for all of the parties.

VIII. DISPUTE RESOLUTION

A. Mindful of the high cost of litigation, the parties intend to and do hereby establish the following out-of-court alternate dispute resolution procedure. This procedure is to be followed in the event that the Executive Board is not able to resolve any controversy or dispute related to this contract.

B. If a dispute develops between the parties to this contract, the parties will submit to mediation to address any controversy or claim arising out of, or relating to this contract or other changes or addendums to this contract. The parties shall be bound by the terms and conditions as set forth in the settlement agreement that is executed by the parties. All parties shall share the cost of the dispute resolution process equally although personal attorneys and witnesses or specialists are the direct responsibility of each party and their fees and expenses shall be the responsibility of the individual parties.

IX. ENTRY AND EXIT MECHANISM

A. Entry Mechanism

1. Additional Subscriber and Member Agencies may be admitted to this Agreement by the Executive Board. The governing board of any new Member Agency must become signatory to this Agreement.

2. The Executive Board shall set new party assessments for new Subscriber and Member Agencies at the time of admission.

3. The Executive Board shall set the New Member Agency regular assessments per the formula detailed in Section V.B.1.

4. The Executive Board shall set new subscriber agency regular assessments at the time the Subscriber Agency joins.

B. Exit Mechanism - Any party to this Agreement may withdraw from the Agreement at the end of any calendar year, provided a notice of intent to withdraw is given to the other parties, in writing, no less than six (6) months prior to the proposed date of withdrawal.

1. Withdrawal from this Agreement will not remove any party from responsibility for financial obligations that were created while a party that remain unpaid at the time of withdrawal, including but not limited to the withdrawing party's share of the current annual or special assessments or the purchase/lease cost of equipment, etc., purchased prior to the party's withdrawal.

2. No compensation of any kind, including refunds of annual or special assessment or distributions that may be realized from the eventual liquidation of property and equipment acquired hereunder, will be returned to any party until termination of this Agreement.

C. Protection of Data - The Executive Board will assure that an agency withdrawing from this Agreement is provided with a true and complete copy, in the software format currently in use by the System, of its law enforcement data contained in the System as of 12:00 p.m. on the day prior to the day of withdrawal.

1. The withdrawing party is responsible for paying the entire cost of producing the final copy of its data.

2. On receiving notice that a party is withdrawing, the Executive Board will direct the Lead Agency to issue an invoice to the withdrawing party for the cost of producing a final copy of the withdrawing party's data.

3. The final copy of a withdrawing party's data will be produced and made available to the withdrawing party on the day of withdrawal or within thirty (30) days of receipt of payment for producing the copy, whichever is later.

X. AMENDMENT OR VARIATION TO THE AGREEMENT

This Agreement may be amended at any time. Amendments will be in writing, and will be in force on approval by the governing bodies of all of the parties and recording with the Thurston County Auditor's Office.

XI. REVIEW PROVISIONS AND/OR SUNSET CLAUSE

A. Termination - This Agreement may be terminated at the end of any calendar year by the Executive Board, provided such action is taken on or before June 30th of the year prior to termination.

B. Duration - This agreement will remain in effect until one of the following occurs:

1. Approval of dissolution by each Member Agency's governing body; and

2. Recording of the dissolution by the Thurston County Auditor's Office.

C. Protection of Data

1. The Executive Board will assure that, at the time of termination of this Agreement, each party is provided with a complete copy of its law enforcement data contained in the System. Such copy will be provided to each party in the software format currently in use by the Lead Agency. Upon termination, final copies of the parties' data will be produced using funds from the Law Enforcement Records Management Fund.
2. The Executive Board will assure that, at the time of termination, a complete and unaltered copy of the data contained in the System at the time of termination is archived. The Lead Agency at the time of termination will, on behalf of the parties, retain said archived copy of data, consistent with the State Archivist's retention schedule for such data. The archive copy of the parties' data will be produced using funds from the Law Enforcement Records Management Fund.

XII. INDEMNITY

Each party to this Agreement will be accountable for its own wrongful and negligent acts or omissions, and for those of its officers, agents or employees to the fullest extent required by law, and will indemnify, defend and hold the other parties harmless from any such liability. In the case of negligence of more than one party, any damages allowed will be levied in proportion to the percentage of negligence attributable to each party and each party will have the right to seek contribution from each of the other parties in proportion to the percentage of negligence attributable to each of the other parties.

XIII. JURISDICTION AND VENUE

A. This Agreement has been and will be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement will be governed by the laws of the State of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity or jurisdictional proceedings from the enforcement of this Agreement or any provisions thereof will be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

XIV. SEVERABILITY

A. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular provisions held to be invalid.

B: If it should appear that any provision hereof is in conflict with any statute of the State of Washington, said provision which may conflict there with will be deemed modified to conform to such statutory provision.

XV. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representation or understandings not incorporated herein are excluded.

XVI. EFFECTIVE AFTER POSTING

This Agreement shall be effective after signature by all parties and subsequent to being listed by subject on the website of the City of Lacey.

CITY OF TUMWATER

BY: Ralph Osgood
Ralph Osgood, Mayor

Date 12.23.08

Approved as to form:

Karen Kirkpatrick
Karen Kirkpatrick, Tumwater City Attorney

CITY OF YELM

BY: Ron Harding
Ron Harding, Mayor

Date 8/25/08

Approved as to form:

Yelm City Attorney

