



**PUBLIC HEALTH & SAFETY COMMITTEE
MEETING AGENDA**

**Online via Zoom and In Person at
Tumwater City Hall, Council Conference
Room, 555 Israel Rd. SW, Tumwater, WA
98501**

**Tuesday, June 14, 2022
8:00 AM**

1. Call to Order
2. Roll Call
- [3.](#) Approval of Minutes: April 12, 2022
- [4.](#) BLS Transport and FD CARES (Brian Hurley)
- [5.](#) Thurston County Youth Marijuana Prevention Education Program Update (John Doan & Janine Koffel, Tumwater HOPES Coalition Coordinator, Thurston County Public Health & Social Services).
- [6.](#) 2021 Police Use of Force (Jon Weiks)
- [7.](#) First Amendment to Intergovernmental Agreement for Law Enforcement Records Management System (LERMS) (Jon Weiks)
8. Additional Items
9. Adjourn

Meeting Information

All committee members will be attending remotely. The public are welcome to attend in person, by telephone or online via Zoom.

Watch Online

<https://us02web.zoom.us/j/87290944057?pwd=d1FINEV4dUILdXlXd2twR2NQLzBSdz09>

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 872 9094 4057 and Passcode 383774.

Public Comment

The public may submit comments by sending an email to council@ci.tumwater.wa.us, no later than 5:00 p.m. the day before the meeting. Comments are submitted directly to the Committee members and will not be read individually into the record of the meeting.

Post Meeting

Audio of the meeting will be recorded and later available by request, please email CityClerk@ci.tumwater.wa.us

Accommodations

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an accommodation or alternate format of communication, please contact the City Clerk by calling (360) 252-5488 or email CityClerk@ci.tumwater.wa.us. For vision or hearing impaired services, please contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384. To contact the City's ADA Coordinator directly, call (360) 754-4128 or email ADACoordinator@ci.tumwater.wa.us.

**TUMWATER PUBLIC HEALTH AND SAFETY COMMITTEE
MINUTES OF VIRTUAL MEETING
April 12, 2022 Page 1**

CONVENE: 8:00 a.m.

PRESENT: Chair Leatta Dahlhoff and Councilmembers Peter Agabi and Angela Jefferson.

Staff: City Administrator John Doan, Police Chief Jon Weiks, Fire Chief Brian Hurley, Police Commander Jay Mason, Assistant Fire Chief Shawn Crimmins, Detective Lieutenant Jennifer Kolb, Training Lieutenant Ken Driver, and Police Administrative Services Manager Laura Wohl.

CHANGES TO AGENDA: There were no changes to the agenda.

**APPROVAL OF
MINUTES:
PUBLIC HEALTH
& SAFETY
COMMITTEE,
MARCH 8, 2022:**

MOTION: Councilmember Jefferson moved, seconded by Chair Dahlhoff, to approve the minutes of March 8, 2022 as published. Motion carried unanimously.

POLICE DATA 2021: Police Chief Weiks reported the briefing is an ongoing review of policing reform actions enacted last year. The committee requested a review of police data each year. He invited questions during the presentation.

Police Chief Weiks displayed a pie chart of the department's 2021 budget. The budget was approximately \$8 million. Approximately 96% of the budget is comprised of salary and benefits for police personnel, fleet, IT, and jail costs. The 2021 budget reflect 4% for jail expenses because of COVID-19 and the closure of courts during the year.

Police Chief Weiks displayed the 2022 Tumwater Police Department organizational chart. The department includes 33 commissioned personnel, 2 limited commissioned staff (Service Transport Officers/Code Enforcement), and six non-commissioned personnel. In 2021, the department hired one employee with three employees leaving the department (2 resignations, 1 retirement). The department worked with the City's Human Resources Department on four separate hiring processes in 2021.

Chair Dahlhoff commented on the expansion of the City with proposed annexations of county islands and the possibility of employing police body cameras versus dash cameras and accompanying legal requirements for tracking data. She asked how those factors affect the department in terms

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of staffing and capabilities. Police Chief Weiks responded that the department hired a management analyst and one of the first tasks is assisting the department complete a study on staffing factored both on growth and annexations. In addition to staffing, the department will require more space, which will be included in the study.

Police Chief Weiks reported in 2021, the department operated with two positions vacant throughout the year with 31 commissioned officers with one officer assigned to light duty. Two Sergeants spent significant time on FMLA leave as well as three officers attending the basic law enforcement academy and subsequent participation in the department's field training program. At times last year, the department was operating at a capacity of 25 commissioned officers. Currently, the department's operating capacity is 28 commissioned officers with two vacancies. One officer is nearing completion of the law enforcement academy and two officers are assigned to long-term light duty.

Police Chief Weiks reviewed the operational level of the department's patrol division. The top working areas include calls for service, arrests, and incidents. Calls for service in 2021 totaled 17,455. Each year, traffic related issues are the number one call for service followed by area checks. In 2020, calls for service totaled 17,238. Many question the impact of COVID and police reform on calls for service. The number of calls for service lowered somewhat but the department has reinforced to the community the importance of calling for service when needed. In 2019, the department received 18,906 calls for service. The reduction in calls for service during the pandemic was not significant.

Chair Dahlhoff asked about the possibility providing more details on calls for service for suicides, overdoses of fentanyl, and mental health issues. Police Chief Weiks said the request requires some extensive work to document, as some of the issues surrounding mental health calls are not coded mental health but are the result of other types of calls creating difficulty in tracking incidents. However, it is a topic to address in the near term.

Police Chief Weiks reported on the number of arrests during 2020 and 2021. In 2019, arrests totaled 1,088 with the amount dropping by half in 2020 and 2021 because of the closure of courts and the impact on jails. Many arrests did not occur because of the lack of jail space. In many cases, arrests were referred to the courts.

Other types of incidents included theft with 2,142 reports completed in 2021 and 2,751 reports completed in 2019.

The department's core value of engaging the community include self-initiated activity. Last year, the department's self-initiated activities totaled

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4,948. Self-initiated activities include park checks, area checks, driving through neighborhoods and businesses, conducting follow-up on cases under investigation, stops during patrols when alerted by community members, and conducting traffic details. Business checks are important and the department encourages staff to engage with the business community. In 2021, business engagement activities totaled 1,631. Field interviews have decreased because of police reform and COVID. Field interviews include social contacts with community members or when investigating suspicious or criminal activity. In 2019, field interviews totaled 1,800. In two years, the number has been cut in half and is reflective of the reduction of arrests with much crime detected by proactive efforts of police officers.

Traffic stops have remained consistent through the last several years. With new police reform legislation, response to calls has changed with at least two officers on scene. Response by backup officers has increased.

The cornerstone of all successful police agencies is the training program. The department's training is comprised of four core components of the police academy, 14-week field training, department training, and external training. Training hours in 2021 totaled 6,639 hours. Within the patrol division, all officers received a maximum of 59 hours of training totaling 3,176 hours of department internal training. Components of that training included 11 hours on firearms, 11.5 hours on defensive tactics, 1 hour on emergency vehicle operations, 19.5 hours on patrol tactics, and 16 hours on other various topics, such as legislative updates, prosecutor and domestic violence updates, less lethal platforms, first aid and CPR, bias-based policing, and use of force.

External training focuses on certifications, development of officers, instructor development, career development, and succession planning. During 2021, the department offered 3,463 hours of external training on 54 different courses.

The department's investigations division managed 220 cases in addition to other assignments in 2021. The division conducted 21 background checks, handled 61 public records requests specific to investigations, handled 300 prosecuting attorney office requests, conducted seven employment verification backgrounds, received 85 adult protective service referrals and investigated 41 of those referrals, received 32 child protective service referrals and investigated 29 of those referrals, provided 8 community presentations, and participated in 12 community events.

Chair Dahlhoff recommended providing information at a future meeting on the process of how the department receives adult and child protective service (APS & CPS) requests and the investigative process.

In response to the request, Detective Lieutenant Kolb reported referrals are

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received via fax and email. All referrals are reviewed, as well as identifying potential repeats and incidents handled by the patrol division. She determines which APS and CPS cases are referred to Detectives for investigation. Many referrals are information only for the department, such as assaults between two clients residing at the Hampton Alzheimer's Special Care Center. Those particular incidents are not considered a police issue. CPS referrals not assigned are typically because they occurred in another jurisdiction or had been previously investigated.

Police Commander Mason added that some referrals are duplicates or are not criminal in nature. Duplicate referrals often occur when a mandatory reporter reports an incident to multiple agencies. Lieutenant Kolb coordinates those referrals to ensure the case is reviewed or appropriate resources are provided.

Councilmember Jefferson inquired as to whether thefts in cargo have increased. Lieutenant Kolb said thefts of cargo trailers were occurring mostly in the Mottman Industrial Park involving U-Hauls trailers. That trend was nationwide because of how the company operates its program by enabling customers to drop off keys. Many of the cargo theft trailers were U-Hauls, as well as some thefts of personal cargo trailers. The department was able to identify the perpetrators and referred charges to the Prosecutor's Office. Since then, incidents have decreased.

Councilmember Jefferson said information on trends would be useful, such as controlled substance incidents, homicide, sexual offense, and abuse referrals. Police Chief Weiks advised that the committee is scheduled to receive additional in-depth information and trends at a future meeting.

Police Chief Weiks reviewed the status of the School Resource Officer (SRO) program. During 2021, the program experienced some fluctuations in the schools because of the pandemic with schools switching between remote and hybrid teaching environments. When schools returned to in-person instruction, assigned SROs served a vital function by working closely with school administration to help navigate the schools and students through the transition to in-person learning environments. In 2021, the model of the program changed. Previously, one SRO was assigned to both high schools and one SRO assigned to both middle schools with assistance to elementary schools when needed. In 2021, the program reverted to splitting the district at the request of the Tumwater School District with one SRO assigned to the Black Hills High School area and one SRO assigned to Tumwater High School area.

COVID has also affected traffic around schools. Between bus driver shortages and parents not wanting their children using public transportation, problems have occurred at schools in the district. SROs have been important in the coordination between school administrators and the school

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district to assist in mitigating traffic impacts.

Chair Dahlhoff referred to her participation in TOGETHER and YWCA meetings and questions about SROs checking on youth truancy. She asked for a committee discussion on the possibility of the department placing the SRO program under the umbrella of community outreach as the pandemic has changed the way SROs are working with schools. Police Chief Weiks suggested forwarding the information to him so he can address the issues.

Police Chief Weiks reviewed the status of the K9 Program. Both the pandemic and police reform have reduced the number of K9 activities. In 2021, the K9 unit was deployed 22 times or approximately half of the previous two years. K9 James serves as an ambassador for the department. Tumwater's K9 unit is one of the best K9 teams in the county and the state. Unfortunately, K9 James was injured recently as well as nearing the end of his service life. The department has initiated a process for replacement of K9 James along with a new handler in 2022. The process requires approximately one year for selection of the new handler, a new dog, and training. The department anticipates K9 James returning to department to complete this year until early 2023. K9 James suffered a significant leg injury and is unable to return to service at that time.

Police Chief Weiks reviewed the status of the department's evidence program. In 2021, 1,584 items were logged as evidence. Over the last two years of the pandemic with the closure of courts, the department's Evidence Technician had an opportunity to work on disposal of items. Over the last two years, the department was able to dispose of more items than it received. The evidence room currently houses over 10,000 items with space limitations for guns, refrigerated items, and audio-visual equipment. With the opening of courts and an increase in cases, the department has experienced an increase in the surrender of weapons. The department has been able to accommodate the increase with other space options, such as rental of storage space or using space in the City's maintenance facilities when the new Operations and Maintenance Facility opens.

During 2021, the department referred 702 cases to the Prosecutor's Office, processed 1,089 public disclosure requests representing a 25% increase, and processed 1,306 firearms transfers and concealed carry permits. The number of public disclosure requests would have been much higher if the department lacked the ability to access insurance reports from insurance companies online.

Code Enforcement activities in 2021 included 54 new cases, closure of 61 cases, with 11 pending cases remaining. One of the largest cases involved a \$2 million fine to the owner of the brewery property, which resulted in the owner agreeing to renew the voluntary correction agreement with the City.

Police Chief Weiks reviewed the number of use of force incidents for years

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2017 through 2021:

- 2021 – 43
- 2020 – 57
- 2019 – 73
- 2018 – 77
- 2017 – 67

A more detailed review on use of force is scheduled at the June meeting.

Police Chief Weeks reviewed community complaints and outcomes following investigation during 2021:

- Too abrupt during a traffic stop - conduct exonerated
- Would not listen during a trespassing call for service - conduct exonerated
- Abuse of position involving a child custody issue - conduct exonerated
- Derogatory language during a reckless driving call – conduct sustained with officer assessed 1 day off without pay

Internal complaints during 2021 included:

- Inappropriate relationship – conduct exonerated
- Inappropriate on-duty contact with a citizen – conduct not sustained
- Not wearing seatbelt - safety sustained with letter of reprimand issued

Councilmember Agabi requested additional information on the specific type and hours for use of force and de-escalation training. Police Chief Weeks advised that the use of force review in June would also include additional information on those training topics.

**POLICE REFORM
LEGISLATIVE
UPDATE:**

Police Chief Weeks reported House Bill 1719 addressed one of the major concerns by local police agencies with respect to 2021 police reform involving the unintended consequences of affording fewer options for less lethal actions by the police. Legislators in 2022 corrected the legislation with House Bill 1719 rewriting some of the definitions with reinstatement of some tools. On March 4, 2022, the department conducted refresher training of supervisors and officers. All platforms are back in service at this time with all tools available to officers.

House Bill 1735 on use of force was signed on March 4, 2022 creating a clear definition of de-escalation tactics and reinstituting the ability for use of force when required or necessary for community care-taking functions, such as assistance to fire and medical emergency services or assistance

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during child protective custody incidents, mental health evaluations, and other incidents previous legislation prohibited. A key component of House Bill 1735 was the removal of language requiring law enforcement to leave an area if no criminal crimes were committed.

House Bill 2037 is a partner to House Bill 1735 and includes a definition for physical force effective March 17, 2022, as well as the ability for officers to conduct Terry stops (authorized stopping and detaining of someone based on suspicions that the person has been involved in illegal activity). Prior police reform legislation changed the action to a probable cause standard making it difficult to execute a stop and detainment.

House Bill 5919 addressed pursuit and was passed by the Senate; however, after the House added amendments, the bill failed to pass. The House included some amendments and returned to the bill to the Senate, which did not act on the bill because of the amendments. Law enforcement is operating under the 2021 legislation whereby law enforcement can only pursue a suspect for a violent offense. Approval by a supervisor is necessary prior to initiation of a pursuit.

Several laws were introduced on body cameras and none progressed through the legislative process in either chamber.

REGIONAL FIRE AUTHORITY UPDATE:

City Administrator Doan advised that the update will provide the committee with information on the status of efforts by the Regional Fire Authority Planning Committee. The committee plans to initiate some community conversations soon.

Fire Chief Hurley reported a regional fire authority (RFA) is comprised of multiple local governments combined into a single independent government entity created by voters. The RFA has the authority, ability, and responsibility to provide fire and emergency medical services to the respective jurisdictions as well as having the ability to impose taxes and collect fees and charges. The state currently has 13 RFAs with two located in Thurston County: West Thurston Regional Fire Authority serving Littlerock, Rochester, Grand Mound areas, and Southeast Thurston serving Yelm, Rainier, and Bald Hills areas.

The planning committee is meeting twice a month with Tumwater represented by Councilmembers Dahlhoff (Committee Chair), Swarthout, and Althausen. The City of Olympia is represented by three Councilmembers in addition to each Fire Chief and local Union Presidents serving as ex-officio members. The City of Lacey elected not to participate in the RFA process.

The planning committee is developing a plan on RFA governance, staffing, funding, and service provisions. The planning committee established some

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subcommittee to focus on specific tasks. Both City Councils must approve the RFA Plan and the placement on the ballot for consideration by voters.

By October, a complete plan is scheduled defining governance, financing, services, and service levels. Through the end of the year and into February 2023, the councils will have the opportunity to review the plan, deliberate, and receive feedback. Both Councils must approve the plan and place the measure on the ballot by late February 2023 for election on the April 2023 ballot.

If approved by voters, the RFA would become effective August 1, 2023. The April ballot measure is necessary because creation of the RFA must occur prior to October 1, 2023 to enable the RFA to impose and collect taxes beginning on January 1, 2024.

Next steps include a Council briefing on April 19, 2022. Information on the RFA planning process is available on the City's website, as well as supporting documents, meeting minutes, and meeting agendas. The City of Olympia's website includes a link to Tumwater's website. Planning is in progress for public workshops throughout the process to receive input from the public and share information on the proposed RFA.

City Administrator Doan added that the state of current fire and emergency medical response in the county and by each jurisdiction is available on the website in the form of a study. The study was presented in November prior to the pandemic. The pandemic derailed early RFA efforts.

Chair Dahlhoff encouraged members to ask questions during the Council's worksession because of the time restraint to assist the committee in defining how the plan is presented to the community.

In response to questions, Chair Dahlhoff explained that if voters approve the measure, the Tumwater Fire Department and the Olympia Fire Department would be removed under the umbrella of each city and become a separate entity.

City Administrator Doan added that similar to other regional entities, such as Animal Services and LOTT Clean Water Alliance, relationships between those entities and local governments are through interlocal agreements for shared uses of different resources and processes. Ultimately, the RFA would be accountable to both communities. Part of the challenge of the committee is identifying the governance structure of the RFA.

ADJOURNMENT: With there being no further business, Chair Dahlhoff adjourned the meeting at 9:01 a.m.

TO: Public Health & Safety Committee
FROM: Brian Hurley, Fire Chief
DATE: June 14, 2022
SUBJECT: BLS Transport and FD CARES

1) Recommended Action:

Informational – No action required

2) Background:

Chief Hurley will provide a brief update the Committee on the status BLS transport and FD CARES programs in Tumwater. Deputy Chief Todd Carson and Assistant Chief Mike Buchanan will provide information on the status of OFD's proposed BLS transport and FD CARES programs. These programs are being discussed as an element of a potential Regional Fire Authority (RFA).

3) Policy Support:

Strategic Priority – *Provide and Sustain Quality Public Safety Services*

Goal: *Explore regional partnerships to provide social and health services, including Integrated Emergency Health Care (Community Paramedicine) in lieu of current emergency response model*

4) Alternatives:

☐ Discussion only

5) Fiscal Notes:

In support of this goal and the RFA work, the City has commissioned the FCS Group to study the costs of a stand-alone transport and CARES program or a joint program with Olympia as part of the RFA. The study cost \$27,210 and should be complete within 60 days.

6) Attachments:

A. None

TO: Public Health & Safety Committee
FROM: John Doan, City Administrator
DATE: June 14, 2022
SUBJECT: Thurston County Youth Marijuana Prevention Education Program Update

1) Recommended Action:

No action required. This is a briefing only.

2) Background:

Janine Koffel, Tumwater HOPES Coalition Coordinator and Prevention Education Specialist with Thurston County Public Health and Social Services, will provide a brief update on the Secure Your Cannabis promotion which has been launched with Tumwater HOPES, the Thurston County Youth Marijuana Prevention Education Program, and Tumwater cannabis retailers to reduce access to marijuana by children and teens. The joint venture informs adult cannabis shoppers of the availability of a free medication lockbox from Tumwater HOPES which can also be used to safely lock up cannabis, nicotine, and vape products. Campaign details and future collaborative possibilities will be shared.

3) Policy Support:

VISION | MISSION | BELIEFS

- Opportunity | We seize opportunities to improve our community's social, environmental, and economic well-being. We endeavor to realize positive opportunities in adverse situations and periods of change.

Strategic Priorities and Goals 2021 – 2026

- Build a Community Recognized for Quality, Compassion and Humanity
 - Expand partnerships and collaborations with the School District and targeted providers to improve and strengthen social service networks.
 - Provide and Sustain Quality Public Safety Services
 - Focus on healthy youth initiatives such as tobacco and vape cessation and prevention.
-

4) Alternatives:

This is a briefing only.

5) Fiscal Notes:

There is no cost associated with this briefing.

6) Attachments:

No attachments.

TO: Public Health & Safety Committee
FROM: Jon Weiks, Chief of Police
DATE: June 14, 2022
SUBJECT: 2021 Police Use of Force

1) Recommended Action:

No action is requested. This is for discussion only.

2) Background:

During our 2020/2021 conversations, the committee requested to add a yearly review of the police department use of force data. As such, Commander Jay Mason will be providing the committee a review of our 2021 use of force data. Commander Mason will be assisted by our inaugural and recently hired Management Analyst, Dr. Oliver Bowers.

3) Policy Support:

2021-2022 Strategic Priority: *"Provide and Sustain Quality Public Safety Services"*

4) Alternatives:

This is for discussion only.

5) Fiscal Notes:

No fiscal notes.

6) Attachments:

No attachments.

TO: Public Health & Safety Committee
FROM: Jon Weiks, Chief of Police
DATE: June 14, 2022
SUBJECT: First Amendment to Intergovernmental Agreement for Law Enforcement Records Management System (LERMS)

1) Recommended Action:

Authorization to move the 1st Amendment to the LERMS Agreement to the City Council for approval.

2) Background:

In 2009 the cities of Lacey, Olympia, Tenino, Tumwater and Yelm entered into an Intergovernmental Agreement forming the Thurston County Law Enforcement Records Management System (TCLERMS) consortium. The jurisdictions share a single records management system to manage law enforcement records. TCLERMS is currently in the process of updating and replacing the records management system. The Thurston County Sheriff's Office has requested to join TCLERMS in order to participate in the new updated records management system. This amendment will officially add the Sheriff's Office to the consortium.

3) Policy Support:

2021-2022 Strategic Priority: *"Provide and Sustain Quality Public Safety Services"*

4) Alternatives:

TCLERMS would continue to operate without TCSO as a partner.

5) Fiscal Notes:

The addition of TCSO, based on the TCLERMS funding structure, will reduce our cost share from 17.21% to approximately 8.7%.

6) Attachments:

- A. Intergovernmental Agreement for Law Enforcement Records Management System
- B. First Amendment to Intergovernmental Agreement for Law Enforcement Records Management System

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.

SIGNATURE PAGES


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

CITY OF LACEY


BY: 
Greg J. Cioio, City Manager

Date 7-28-08

Approved as to form:


Kenneth R. Ahlf, Lacey City Attorney

CITY OF OLYMPIA


BY: 
Doug Mah, Mayor

Date 7/15/08

Approved as to form:

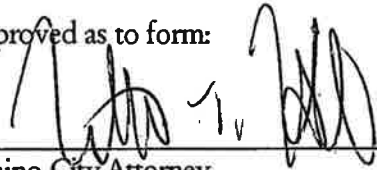

Tom Morrill, Olympia City Attorney

CITY OF TENINO

BY: 
Kenneth A. Jones, Mayor

Date 4.22.09

Approved as to form:


Tenino City Attorney

CITY OF TUMWATER

BY: Ralph Osgood
Ralph Osgood, Mayor

Date 1/2/25/08

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

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: _____
Wayne Fournier, Mayor

Date: _____

Approved as to form:

Rick Hughes, 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