PUBLIC HEALTH & SAFETY COMMITTEE
MEETING AGENDA

Online via Zoom and In Person at
Tumwater Fire Department
Headquarters, Training Room, 311 Israel
Rd. SW, Tumwater, WA 98501

Wednesday, October 07, 2026
4:00 PM

1. Call to Order
2. Roll Call
3. Approval of Minutes: Public Health & Safety Committee, September 2, 2026
4. Resolution No. R2026-020, Body Worn Camera (BWC) Redaction Fees (Police Department)
5. Interlocal Agreement with Thurston County Public Defense for Indigent Defense Legal Services (Finance Department)
6. Interlocal Agreement with Thurston County Prosecuting Attorney's Office for Prosecution Services (City Attorney's Office)
7. Additional and Future Items
8. 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/83987101142?pwd=xPJNBz0KJ5fyNwV11aQRjOmqX96pFZ.1

Listen by Telephone
Call (253) 215-8782, listen for the prompts and enter the Webinar ID 839 8710 1142 and Passcode 401546.

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
Video of this meeting will be recorded and posted on our City Meeting page: https://tumwater-wa.municodemeetings.com.

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's ADA Coordinator directly, call (360) 754-4129 or email ADACoordinator@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.

MEETING MINUTES

TUMWATER PUBLIC HEALTH & SAFETY COMMITTEE
September 2,2026

CONVENE:	4:00 p.m.
PRESENT:	Chair Kelly Von Holtz and Councilmembers Brandon Weedon and Meghan Sullivan Staff: Assistant City Administrator Kelly Adams, Police Chief Carlos Quiles, Deputy Fire Chief Shawn Crimmins, Finance Director Troy Niemeyer, Administrative Manager Erika Stone Others: Thurston County Public Defense Director Patrick O'Connor, Thurston County Fiscal Manager Mia Pagnotta
APPROVAL OF MINUTES:	**Councilmember Weedon moved, seconded by Councilmember Sillivan, to approve the minutes of July 14, 2026, as presented. A voice vote approved the motion.**
PUBLIC DEFENSE UPDATE:	Director O'Connor presented an overview of services that are provided to the City through a contract for Public Defense. Currently Thurston County Public Defense has one attorney and one legal assistant for the City. In 2026, they must implement a 10% case load moving forward with a case load target of 120 by 2032.
ALTERNATIVE RESPONSE TEAM GRANT AGREEMENT WITH ASSOCIATION OF WASHINGTON CITIES:	Deputy Chief Crimmins presented the Alternative Response Team Grant Agreement with Association of Washington Cities. In 2024, Tumwater Fire Department partnered with City of Olympia Fire Department to provide a dedicated Community Assistance Referral and Education Services (CARES) staff member to provide outreach to individuals in Tumwater. The Grant provides reimbursement of $80,000 to support the CARES employee assigned to Tumwater. This is the second time we have applied

for this grant, and we have the opportunity to apply for a third time next year.

MOTION: **Councilmember Sullivan moved, seconded by Councilmember Weedon, to place the Alternative Response Tean Grant Agreement with the Association of Washington Cities on the September 15, 2026, Consent Calendar with a recommendation to approve and authorize the Mayor to sign. A voice vote approved the motion unanimously.**

ADDITIONAL ITEMS: There were no additional items.

ADJOURNMENT: **With there being no further business, Chair Von Holtz adjourned the meeting at 4:44 p.m.**

Prepared by Erika Stone, Administrative Manager

TO: Public Health & Safety Committee

FROM: Carlos Quiles, Chief of Police

DATE: October 7th, 2026

SUBJECT: Resolution No. R2026-020, Body Worn Camera (BWC) Redaction Fees

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1) Recommended Action:

Place Resolution No. R2026-020, on the October 20, 2026, City Council meeting to hold a public hearing with a recommendation to adopt.

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2) Background:

The Tumwater Police Department implemented its body-worn camera program in March 2026, creating recordings subject to disclosure under the Washington State Public Records Act. State law requires certain private or sensitive information to be redacted before release and allows law enforcement agencies to recover reasonable redaction costs from non-exempt requesters. Research and nearby agency studies estimate that redaction takes two to five minutes for each minute of video; TPD's experience averages 2.4 minutes. TPD therefore proposes charging $0.89 per minute of actual redaction time.

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3) Policy Support:

2026-2032 Strategic Priority: *"Provide and Sustain Quality Public Safety Services"*

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4) Alternatives:

 Reject Resolution R2026-020

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5) Fiscal Notes:

There is no cost to this for the city

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6) Attachments:

A. Resolution R2026-020, Body Worn Camera (BWC) Redaction Fees
B. Memo from the Chief of Police

A

RESOLUTION NO. R2026-020

A RESOLUTION of the City Council of the City of Tumwater, Washington Adopting Fees for the Staff Time Associated with Redacting Tumwater Police Department Body Worn Video Footage Requested Pursuant to Public Records Requests.

WHEREAS, The Tumwater Police Department implemented a Body Worn Video Program in March 2026; and

WHEREAS, body camera recordings are public records subject to Chapter 42.56 RCW, the Washington State Public Records Act; and

WHEREAS, pursuant to RCW 42.56.240(14)(f), law enforcement agencies are permitted to charge certain requesters (not exempted under RCW 42.56.240(14)(e)) the reasonable costs of redacting videos prior to disclosure; and

WHEREAS, the Tumwater Police Department developed a cost study and formula using the minimum salary and benefits of a Police Records Specialist as well as the software licensing fee and average hours worked per month to calculate "reasonable costs" for such redactions; and

WHEREAS, the City Council held a duly noticed public hearing on October 7th, 2026; and

WHEREAS, the City Council wishes to adopt a Tumwater Police Department fee that will allow the City to recover the cost of actual staff time incurred by the City for redacting body worn video.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUMWATER AS FOLLOWS:

Section 1. **Fee Schedule.** The Tumwater Police Department shall charge requestors not exempt under RCW 42.56.240(14) for the actual staff time cost incurred for redacting body worn video at the rate of $0.89 per minute.

Section 2. **Ratification**. Any act consistent with the authority and prior to the effective date of this Resolution is hereby ratified and affirmed.

Section 3. **Severability**. The provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application

thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

Section 4. **Effective Date**. This Resolution shall become effective immediately upon adoption and signature as provided by law.

RESOLVED this ___ day of _____, 20____.

CITY OF TUMWATER

_____
Leatta Dahlhoff, Mayor

ATTEST:

_____
Melody Valiant, City Clerk

APPROVED AS TO FORM:

_____
Karen Kirkpatrick, City Attorney

B

To: Public Health and Safety Committee

From: Carlos Quiles, Chief of Police (p.p.A.C.)

Date: 09/04/2026

Subject: Body Worn Camera Redaction Fee

Background

The Tumwater Police Department (TPD) implemented a Body Worn Camera program in March of 2026. All Officers are now equipped with body worn cameras which capture recordings of public interactions that are subject to the Washington State Public Records Act (PRA), RCW 42.56. The PRA allows a law enforcement agency, responding to requests for body worn camera footage, to charge certain requesters the reasonable costs of redacting, altering, distorting, pixelating, suppressing or otherwise obscuring any portion of the body worn camera recording prior to disclosure per RCW 42.56.240(14)(f). When a PRA request is received, videos from body worn cameras are reviewed and redacted consistent with statutory exemptions under Washington law:

Washington law allows local law enforcement agencies to charge reasonable costs for redacting videos (see RCW. 42.56.240(14) for detail) if the following exist, but not limited to:

- *Contains images of any area of a medical facility, counseling, or therapeutic program office;*
- *Contains information that meets the definition of protected health information;*
- *Contains images of the interior of a place of residence where a person has a reasonable expectation of privacy;*
- *Contains images defined in the RCW as "intimate," i.e., nudity, partial nudity, sexually explicit content;*
- *Contains images of an identifiable minor;*
- *Contains images of a deceased person;*
- *Contains the identity or communications from a victim or witness of an incident involving domestic violence or sexual assault; or*

• Contains images from an incident where a domestic violence or sexual assault victim or witness indicates a desire for non-disclosure of their recorded identity or communications.

Some requestors are exempt from these fees per RCW 42.56.240(14)(e):

- *A person directly involved in the incident recorded by the requested body worn camera recording.*
- *An attorney representing a person directly involved in an incident recorded by the requested body worn camera recording.*
- *A person or their attorney who requests a body worn camera recording relevant to a criminal case involving that person.*
- *The executive director from the Washington State Commission on African American Affairs, Asian Pacific American Affairs or Hispanic Affairs.*
- *If relevant to a cause of action, an attorney who represents a person regarding a potential or existing civil cause of action involving the denial of civil rights under the federal or state constitution, or a violation of a United State department of justice settlement.*

For those not included in one of the above groups, TPD is asking to charge requesters the actual redaction time at the rate of $0.89 per minute. The purpose of this document is to outline the costs associated with redaction and request approval to proceed.

Cost Analysis

Tumwater Police Department is asking to charge for actual staff time spent making redactions, as outlined in the PRA. This will compensate TPD for time spent redacting body worn camera footage, while passing along only reasonable costs to the requester. This charge formula factors in the minimum salary and benefits of a Police Records Specialist as well as the evidence.com pro-license fee. The actual calculation is outlined below:

Police Records Specialist - Salary Step 1

A. Monthly Salary:		$6259
B. Monthly Benefits:		$2994.25
C. Total Monthly Salary/Benefits	=	$9253.25

Axon/Evidence.com License Fees

D. Monthly Professional License	$53.48

Average Minutes worked by staff per month

E. 174 avg hours per month	=	10,440 minutes
Estimated Cost Per Minute (C+D) / E	=	$0.89

For each request that involves body worn camera footage, an estimated cost of redaction time will be calculated (an average of 2 minutes to review/redact per 1 minute of actual video) and a 10% deposit will be required before the video is redacted. Estimates may not reflect the final cost of production, however, TPD will only charge requestors redaction costs reflecting the actual time it takes to redact the requested video.

To generate a base fee schedule, we assessed the City of Olympia (attachment 1) and City of Lacey (attachment 2) fee studies from 2024 and 2025 respectively. The City of Olympia determined a $0.75 rate (5 minutes to review/redact per 1 minute of video), while City of Lacey determined a $0.90 rate (2 minutes to review/redact per 1 minute of video). We also referenced published academic research utilized by top national and state researchers (attachment 3 and 4). It was determined that the average time to redact body worn camera footage is between two and five times the length of the video.

We then compiled TPD's data of all BWC redaction completed since implementation of the program. This data was used to determine which employee had the most hours of experience and which had the least. With those datasets we calculated the average time taken to complete redactions. This formula resulted in redactions taking an average of 2.4 minutes per 1 minute of video. For ease of charging deposits, we are asking to round that number down to 2 minutes.

Recommendation

Tumwater Police Department recommends the City adopt a fee schedule of $0.89 per minute of video redaction time and authorize the Mayor to sign Resolution R2026-020, Adopting Fees for the Staff Time Associated with Redacting Tumwater Police Department Body Worn Video Footage Requested Pursuant to Public Records Requests.

TO: Public Health & Safety Committee

FROM: Troy Niemeyer, Finance Director

DATE: October 7, 2026

SUBJECT: Interlocal Agreement with Thurston County Public Defense for Indigent Defense Legal Services

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1) Recommended Action:

Place the interlocal agreement with the Thurston County Office of Public Defense on the October 20, 2026 City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

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2) Background:

In 2012 the City of Tumwater City Council decided to outsource its municipal court and contract with Thurston County for court services. In 2013 the City entered into an interlocal agreement with Thurston County's Office of Assigned Council, now referred to as Thurston County Public Defense (TCPD), to provide indigent defense legal services. A supplemental agreement for services was also approved in 2013 detailing the services to be provide and the cost of those services. That agreement was renewed in 2018, 2020, 2022 and 2024. This is a new, updated agreement to contract for the same services in 2027 and 2028.

Patrick O'Connor, Director of TCPD, presented to the Public Health and Safety Committee on September 2, 2026 to give a general update on the services they provided under this agreement.

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3) Policy Support:

2026-2032 Strategic Priorities & Goals: Tumwater Excellence: refine and sustain a great organization. Be good stewards of public funds by following sustainable financial strategies.

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4) Alternatives:

- ❑ Direct staff to explore other options for providing indigent defense services.
- ❑ Direct staff to place this item on the considerations calendar instead of the consent calendar.

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5) Fiscal Notes:

The total cost of this agreement is $685,490 over the two-year term ($327,189 in 2027 and $358,301 in 2028). The estimated costs are increasing significantly due to the Washington State Supreme Court decision on public defense caseload standards. The full scope of the Supreme Court decision will be phased in over six years. Thurston County estimates that Tumwater will need two full-time attorneys in 2027 and 2028 to make adequate progress in addressing the new requirements.

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6) Attachments:

A. Attachment A – Thurston County Public Defense Contract

Attachment A

INTERLOCAL AGREEMENT BETWEEN THE CITY OF TUMWATER AND THURSTON COUNTY FOR INDIGENT DEFENSE LEGAL SERVICES

THIS AGREEMENT is entered into this _____day of _____, 2026, between the City of Tumwater, Washington, a municipal corporation, herein referred to as the "City," and Thurston County, herein referred to as the "County."

WHEREAS, the City and the County entered into an original Interlocal Agreement pursuant to RCW 39.34 on June 4, 2013, and amended it on October 18, 2018, November 3, 2020, June 21, 2022, and April 22, 2024 whereby the County, through its office of Assigned Counsel (OAC), now referred to as Thurston County Public Defense ("TCPD") agreed to provide indigent defense legal services ("Agreement"); and

WHEREAS, the City and the County desire to amend and restate a new Interlocal Agreement in its entirety.

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes agreements between public agencies for the performance of governmental services; and

WHEREAS, the City does not have the personnel to provide said services; and

WHEREAS, County through its TCPD, has the capability to provide the City with mandated indigent legal defense services; and

WHEREAS, County provides court services to the City; and

WHEREAS, County agrees to provide the City legal services for indigent defendants upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereby agree as follows:

1. Purpose.

   The purpose of this agreement is to provide legal representation services for indigent persons charged with criminal offenses by the City of Tumwater.

2. Scope of Services.

   A. All indigent defendants charged in the Thurston County District Court with violations of City ordinances, including those state laws adopted by reference, punishable by loss of liberty and who qualify for appointed counsel shall be referred to TCPD. TCPD shall provide legal representation for each of those defendants from arraignment through trial, sentencing,

post-trial review and any appeals. TCPD will assure that professional staff are available for interviewing and/or counseling individuals and defendants held in custody as needed twenty-four (24) hours per day and will assure that defendants held in custody pending trial are interviewed in a timely manner in accordance with established professional standards.

B. Services shall be provided in accordance with the City's and TCPD's standards for public defense services mandated by RCW Chapter 10.101, as well as the Rules of Professional Conduct prescribed by the Washington State Supreme Court. TCPD shall provide services at the same or higher level of quality and staff participation as is customarily supplied by TCPD to the County. TCPD shall carry on all activities pursuant to this Agreement in full compliance with all applicable laws, rules and regulations of the United States, State of Washington, Thurston County, and the City of Tumwater. Legal services provided by TCPD shall be provided without discrimination on the basis of race, color, creed, religion, national origin, ancestry, citizenship or immigration status, sex, gender identity or expression, sexual orientation, age, marital status, familial status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability.

C. Services by TCPD shall also include the representation of indigent defendants assigned to appointed counsel prior to the effective date of this Agreement and for whom the previously assigned counsel has withdrawn as counsel of record.

D. TCPD will comply with such reporting and project evaluation requirements as may be established by the City to enable it to appraise the effectiveness of TCPD's services. Quarterly reports detailing expenditures and caseload activity will be supplied by TCPD to the City Finance Director.

E. Services shall be provided in the most cost effective and efficient manner feasible including the efficient use of resources, personnel and facilities to minimize costs to both the County and City.

F. TCPD has provided the City with current salary schedules for the Defense Attorney I, Defense Attorney II, Defense Attorney III, and Legal Assistant II positions. Both parties understand that costs will increase as a result of the County's salary schedule step increases and anticipate an annual adjustment as both parties intend the services to be provided at cost.

3. Compensation for Services.

A. Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the City. No payment shall be made for any service rendered by TCPD except for services identified and set forth in this Agreement.

B. The City shall pay TCPD for work performed under this Agreement a total sum not to exceed **Six hundred eighty-five thousand, four hundred ninety and no/100 dollars ($685,490)** as follows:

1. The City shall pay TCPD the sum of **Two hundred ninety-five thousand, fifty and no/100 dollars ($295,050)** in 2027, and the sum of **Three hundred seventeen thousand, three hundred fifty-eight and no/100 dollars ($317,358)** in 2028. Except as expressly provided in Section 3(B)(2) and 3(B)(3), the cost of all infrastructure, administrative support and systems, as well as standard overhead services necessary to comply with the established standards, is included in this payment.

2. In addition to the base annual fee, the City shall pay the actual costs incurred, which are estimated to be, and shall not to exceed: **(a) Thirty-Two Thousand One Hundred Thirty-Nine and 00/100 dollars ($32,139) in 2027; and (b) Forty Thousand Nine Hundred Forty-Three ($40,943) and 00/100 dollars**, to be used for the following:

a. Non-routine case expenses requested by Department and preauthorized by order of District Court or pursuant to Local Court Rule 3.1(f)(2). Unless the services are performed by Department staff or subcontractors, non-routine expenses include medical and psychiatric evaluations; expert witness fees and expenses; interpreters; polygraph, forensic and other specific tests; investigation expenses; and any other non-routine expenses the Director of TCPD finds necessary and proper for the investigation, preparation and presentation of a case.

b. Lay witness fees and mileage incurred in bringing defense witnesses to court, but not including salary or expenses of law enforcement officers required to accompany incarcerated witnesses.

c. On-call legal advisement services by a Defense Attorney twenty-four (24) hours a day, seven (7) days a week, including all

observed federal and county holidays. These services are specifically required under Washington law for defendants being questioned or detained under suspicion of driving under the influence (DUI) and shall include immediate telephonic consultation regarding constitutional rights and custodial procedures.

d. All indigent defendants determined to have a conflict of interest by TCPD under the Rules of Professional Conflict will be represented by outside conflict counsel. The County will be responsible for securing counsel for "conflict defendant" but will not bear the costs for furnishing conflict counsel. In the event that the retention of above services requires any additional funds for such outside counsel over and above the amount provided for this Section shall remain separate from the contract compensation to TCPD as set forth in this Agreement.

C. TCPD shall submit to the City Finance Director an invoice for services rendered during the quarterly pay period. The City shall initiate authorization for payment after receipt of said invoice and shall make payment to the County within approximately thirty (30) days thereafter.

D. When subcontracting services or purchasing goods from third parties, as identified and approved in the Agreement, TCPD must submit written documentation establishing that the goods and/or services have been provided, and the third party has been paid in order to receive reimbursement for such goods and/or services.

E. Invoices may be submitted immediately following performance of services, but not more often then monthly nor less often than quarterly. In no event shall an invoice be submitted more than twenty (20) business days following the end of the contract term unless the contract term ends at the end of the calendar year where invoices must be submitted no more than five (5) business days following the end of the calendar year.

F. At the request of either party, but not more often than annually, the parties may review the Agreement to determine whether the rate of compensation is adequate to cover the costs actually incurred by TCPD. If such review demonstrates that TCPD's actual costs have exceeded the contract amount due to: (1) increases in required compensation rates, or (2) costs associated with conflict counsel retention, both parties agree that the compensation rate shall be adjusted to reimburse such excess costs. However, any such adjustment under this Section shall not exceed ten percent (10%) of the annual contract compensation. If the review determines the rate is in excess of services provided, both parties shall negotiate a reasonable credit.

4. Compliance with the Washington State Supreme Court Caseload Standards.

The parties acknowledge that the Washington State Supreme Court has issued Order No. 25700-A-1644 and related orders mandating phased reductions in indigent defense caseload standards. The parties further acknowledge that compliance with these standards may require the addition of one (1) or more full-time equivalent (FTE) defense attorneys commencing in the contract year 2028.

A. Caseload Trajectory Review. In 2027, before the 2028-2029 budget cycle, the parties shall meet and review TCPD's actual and projected City caseloads against the phase-in targets required by the Supreme Court; as implemented by the City, and County.

B. Conditional Amendment. If this review demonstrates that current staffing levels are insufficient to meet the mandated caseload standards for 2028, the parties agree to negotiate in good faith an amendment to this Agreement. Such amendment shall provide additional compensation specifically designated for the retention of the necessary defense attorney FTE(s) to ensure compliance.

5. Term and Termination.

A. Term. This agreement shall commence January 1, 2027, and shall be completed no later than December 31, 2028. This agreement may be extended for additional periods of time upon mutual written agreement of the parties.

B. Termination.

1. Either party may terminate this Agreement for cause in the event the other fails to perform its obligations as described in this Agreement, and such failure has not been corrected after notice of breach and an opportunity to cure has been provided.

2. Either party may terminate the Agreement without cause, in its sole discretion, by giving the other party sixty (60) days written notice prior to the date of the proposed termination.

3. Withdrawal. If the Agreement is terminated in accordance with this Section, TCPD shall take reasonable steps to withdraw from any pending cases and the City shall not be responsible to compensate TCPD for services provided after such withdrawal.

6. Force Majeure

Neither Party will be liable for any failure or delay in performing an obligation under this contract that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts of omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

A. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the ability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

7. Applicant Screening.

Determination of indigence for eligibility for appointed counsel under this Agreement shall be determined using the County's customary screening process.

8. Independent Contractor Relationship.

A. The parties intend that an independent contractor relationship will be created by this Agreement. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the discretion of TCPD. No agent, employee, servant or representative of TCPD shall be deemed to be an employee, agent, servant or representative of the City for any purpose, and the employees of TCPD are not entitled to any of the benefits the City provides for its employees. TCPD will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated by TCPD is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the City and shall by subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

C. The City may at its sole discretion require TCPD to remove an employee, agent or servant from services performed for the City. TCPD may however employ that individual on other non-City related services.

9. Consultation.

The Finance Director for the City and the Director of TCPD shall be the respective representatives responsible for administering this Agreement. Each party may change its designated representative upon written notice to the other party. There will be no joint board created for the purpose of administering this Agreement. Disputes that cannot be resolved by the designated representatives shall be referred to the City Administrator and the County Administrator.

10. Indemnification.

A. The County agrees to indemnify, defend and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the County, its elected officials, officers, employees, agents, and volunteers or by the County's breach of this Agreement.

B. County expressly waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. Department indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. This waiver has been mutually negotiated by the parties.

C. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

11. No Assignments.

Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

12. Modification.

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and County.

13. Entire Agreement.

This agreement constitutes the entire agreement between the parties and represents the entire understanding of the parties hereto. The written provisions and terms of this Agreement shall supersede all prior verbal statements of any officer or other representative of the City or County, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement.

14. Compliance with Laws.

TCPD agrees to comply with all federal, state, and municipal laws, rules, and regulations, including the Rules of Professional Conduct, Court Rules and City Standards for Delivery of Public Defense Services that are now effective or in the future become applicable to TCPD and its employees or contractors engaged in provision of services covered by this Agreement.

15. No Third-Party Benefits.

This agreement is entered into for the benefit of the parties to the Agreement only and shall confer no benefits, direct or implied, on any third-party persons.

16. No Waiver.

Failure or delay of either Party to declare any breach or default immediately upon occurrence shall not waive such breach or default.

17. Written Notice.

All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

City of Tumwater:
Attn: Finance Director
555 Israel Road SW
Tumwater, WA 98501

Thurston County:
Attn: TCPD Director
3000 Pacific Avenue SE
Olympia, WA 98501

18. Equal Opportunity to Draft.

The parties have participated and had equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against either party upon a claim that the party drafted ambiguous language.

19. Recording.

Prior to its entry, this Agreement shall be filed with the Thurston County Auditor's Office or posted on the websites as required by 39.34.040 RCW.

20. Counterparts.

This agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates listed below.

City of Tumwater:
555 Israel Road SW
Tumwater, WA 98501

Thurston County:
3000 Pacific Avenue SE
Olympia, WA 98501

_____
Leatta Dahlhoff, Mayor

Date:_____

ATTEST:

_____
Melody Valiant, City Clerk

APPROVED AS TO FORM:

_____
Karen Kirkpatrick, City Attorney

_____
Patrick O'Connor, Director TCPD

Date:_____

ATTEST:

_____
Clerk of the Board

APPROVED AS TO FORM:
Jon Tunheim, Prosecuting Attorney

_____
By: Deputy Prosecutor

TO: Public Health & Safety Committee

FROM: Karen Kirkpatrick, City Attorney

DATE: October 7, 2026

SUBJECT: Interlocal Agreement with Thurston County Prosecuting Attorney's Office for Prosecution Services

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1) Recommended Action:

Place the Interlocal Agreement with the Thurston County Prosecuting Attorney's Office for Prosecution Services on the October 20, 2026, City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

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2) Background:

The City has a long-standing relationship with the Thurston County Prosecuting Attorney's Office. The current contract for prosecution services expires December 31, 2026. Staff recommends renewing the contract for a period of two years. The Prosecutor's Office updated their figures based on the services previously provided and projected trends. They have proposed a 3% increase, bringing our annual amount to $244,077 ($20,333.92 per month) for the calendar years of 2027 and 2028. The proposed contract also includes civil support at $145 per hour, not to exceed $32,000 per year. The total not-to-exceed of the proposed contract is $552,014.

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3) Policy Support:

2026-2032 Strategic Priorities & Goals:
Health & Safety: Provide and sustain quality public safety services.

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4) Alternatives:

N/A

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5) Fiscal Notes:

Proposed contract amount: $244,077 per year for 2027 and 2028, plus civil support at $145 per hour, not to exceed $32,000 per year. Total two-year not-to-exceed amount is $552,014.

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6) Attachments:

A - Proposed Contract and Scope 2027-2028

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF TUMWATER AND
THE THURSTON COUNTY PROSECUTING ATTORNEY'S OFFICE
FOR PROSECUTION SERVICES

THIS INTERLOCAL AGREEMENT, is made and entered into pursuant to RCW 39.34 in duplicate this _____day of _____, 2026, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the "CITY" and THURSTON COUNTY PROSECUTING ATTORNEY'S OFFICE, hereinafter referred to as the "PAO."

In consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

The PAO shall perform the following services and accomplish the following tasks, including the furnishing of all materials and equipment necessary for full performance thereof:

The PAO shall perform all necessary prosecution services for the City of Tumwater as more particularly described and detailed in Attachment "A" incorporated herein by reference.

In the provision of services under this Agreement, the PAO will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

2. TERM.

This Agreement shall be in full force and effect beginning January 1, 2027, and shall remain in effect until December 31, 2028, unless sooner terminated according to the provisions herein. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

3. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.

B. No payment shall be made for any service rendered by the PAO except for services identified and set forth in this Agreement.

C. The CITY shall pay the PAO for work performed under this Agreement a sum of Two Hundred Forty-Four Thousand Seven Dollars and no cents ($244,007.00) per year as follows: Twenty Thousand Three Hundred Thirty-Three Dollars and Ninety-Two cents ($20,333.92) per month payable on or about the first Wednesday of the following month. In addition, on an as-needed basis, civil support will be billed at One Hundred Forty-Five Dollars ($145.00) per hour not to exceed Thirty-Two Thousand Dollars ($32,000.00) per year, for a total not to exceed the amount of Five Hundred Fifty-Two Thousand Fourteen Dollars and no cents ($552,014.00). The cost of all infrastructure, administrative support, and services, as well as standard overhead services necessary to comply with established standards, is included in this payment.

4. INSURANCE.

Thurston County is a member of the Washington Counties Risk Pool and the liability coverage through the Risk Pool is acceptable to the CITY.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent contractor relationship will be created by this Agreement. The CITY will not exercise control and direction over the work of the PAO and is interested primarily in the results to be achieved. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the discretion of the PAO. No agent, employee, servant or representative of the PAO shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the PAO are not entitled to any of the benefits the CITY provides for its employees. The PAO will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the PAO is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

6. HOLD HARMLESS INDEMNIFICATION.

The PAO shall indemnify and hold the CITY and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages,

or costs, of whatsoever kind or nature, brought against the CITY resulting from the PAO's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the CITY, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the PAO; and provided further, that nothing herein shall require the PAO to hold harmless or defend the CITY, its agents, employees and/or officers from any claims arising from the sole negligence of the CITY, its agents, employees, and/or officers.

7. COMPLIANCE WITH LAWS.

The PAO, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

8. ASSIGNMENT.

The PAO shall not assign its performance under this Agreement unless the PAO determines that a conflict of interest exists. The PAO shall notify City if a case is being assigned to an attorney outside the PAO.

9. TERMINATION.

Either party may terminate this Agreement, in whole or in part, at any time, by giving at least sixty (60) days written notice.

10. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

11. ADMINISTRATION.

This Agreement will be jointly administered by Administration Chief Prosecuting Attorney and the Tumwater City Attorney. This Agreement does not create any separate legal or administrative entity.

12. FINANCING BUDGET.

This Agreement does not contemplate joint financing of the activities within its scope, nor does it contemplate a joint budget.

13. PROPERTY ACQUISTION AND DISPOSITION.

This Agreement does not contemplate the joint acquisition of property by the parties. At termination, each party will remain the sole owner of its own property. Any property acquired by the PAO in connection with this Agreement will be, and remain, solely owned by the PAO, even if the property is acquired by the County using payments made by the CITY under this Agreement.

14. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

15. JURISDICTION AND VENUE.

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

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

16. SEVERABILITY.

A. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision 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 that may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

17. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Any amendment or extension of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

18. FILING. This Agreement will be filed with the Thurston County Auditor or listed on the PAO's web site prior to entry into force, in accordance with RCW 39.34.040.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY:
CITY OF TUMWATER

555 Israel Road SW
Tumwater, WA 98501

LEATTA DAHLHOFF
Mayor

ATTEST:

Melody Valiant , City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

PAO:
THURSTON COUNTY
PROSECUTING ATTORNEY'S
OFFICE
2000 Lakeridge Drive SW
Olympia, WA 98502

JON TUNHEIM
Thurston County Prosecuting Attorney

ATTACHMENT "A"

PROSECUTION SERVICES

Duties

A. The Thurston County Prosecuting Attorney's Office (PAO) will be responsible to assign an employee who is qualified and able to provide the services needed to represent the City of Tumwater (CITY) as the CITY'S primary prosecutor in matters before the Thurston County District Court. This includes representation for all stages of criminal proceedings for criminal misdemeanors and gross misdemeanors, criminal traffic misdemeanors and gross misdemeanors, and contested traffic infractions. The PAO will be present at all stages of criminal proceedings including in-custody bail hearings, arraignments, pre-trial conferences, motion hearings, bench trials, jury confirmation hearings, jury trials, and post-conviction/post-trial motions and appeals. The PAO will also represent the CITY at contested traffic hearings when the defendant is represented by counsel, or when witnesses have been called to testify.

B. The PAO will be responsible for providing all of the legal support work necessary to support the prosecution of the CITY'S cases.

C. Represent the CITY in matters on appeal before the Thurston County Superior Court, Washington State Court of Appeals and the Washington State Supreme Court. These are very infrequent, but would include the writing of a brief in response to the appellant's brief, and appearance at all appellate proceedings. The PAO will timely inform the Tumwater City Attorney of all matters set for trial and all appeals.

D. Review Tumwater police reports referred for charging sufficiency. Respond timely with the necessary communication back to the police department. Meet with the police department on a regular basis; communicate regularly and timely with the police department in order to assist with case investigation, to prepare officers as witnesses for evidentiary motions and for trial, and to provide feedback to officers and their superiors on matters relating to charges filed. Provide periodic training sessions for the benefit of the police department. CITY will reimburse the PAO for all training materials provided to police department employees. Regularly communicate with and provide feedback to the Police Chief or Police Commander on criminal matters relating to police investigation and charging decisions.

E. The PAO agrees to be available by telephone for communication with witnesses, police, and CITY staff, and provide timely responses to messages during times of unavailability. The PAO will provide a telephone number to the CITY for regular business contacts as well as a telephone number (whether the same or different number) for purposes of police investigation /advice during non - business hours (between 5:00 p.m. and 8:00 a.m.). This number is expected to be used infrequently, and only for emergent legal issues.

F. The PAO shall have the right to determine which PAO employees will provide prosecution services under this Agreement. If the PAO has a conflict of interest on a case, the PAO will arrange for alternative service.

G. Due to scheduling conflicts outside the control of the PAO, primarily the Monday in-custody arraignment calendar, the PAO shall have the right to make arrangements with the City of Lacey Prosecutor to represent the CITY for such purposes as may be necessary (i.e., arraignment/probable cause statements, bail hearings, conditions of release, no contact orders).

H. The PAO agrees to timely inform the City Attorney of issues that will cause liability for the CITY or have the potential to expose the CITY to liability.

I. In addition to the prosecution services described above, the PAO may provide the CITY with civil case support related to code enforcement matters depending on the capacity of the PAO civil division to provide these services. These services, if provided, will be billed separately at an hourly rate of $145.00.