



**CITY OF
TUMWATER
CITY COUNCIL
MEETING AGENDA**

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

**Tuesday, May 19, 2026
7:00 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Flag Salute**
- 4. Special Items:**
 - [a.](#) Proclamation: Public Works Week, May 17 – 24, 2026
- 5. Public Comment:** (for discussion of items not having a public hearing on tonight's agenda)
- 6. Consent Calendar:**
 - [a.](#) Approval of Minutes: City Council Work Session, April 28, 2026
 - [b.](#) Payment of Vouchers (Finance Department)
 - [c.](#) Interlocal Agreement with the Administrative Office of the Courts (Public Health & Safety Committee)
 - [d.](#) Interlocal Agreement with Cities of Olympia and Lacey and Thurston County for Implementing the South Sound Green Program (Public Works Committee)
 - [e.](#) Traffic and Criminal Software (TraCS) Record Sharing Agreement with Washington State Patrol (Public Health & Safety Committee)
 - [f.](#) Memorandum of Understanding with the Port of Olympia for Aircraft Rescue and Firefighting Radio Equipment (Public Health & Safety Committee)
 - [g.](#) Additional Construction Funds Request with Active Construction Inc. for the 2nd Avenue Pedestrian and Bicycle Improvements project (Public Works Committee)
- 7. Council Considerations:**
 - [a.](#) Ordinance 2026-015 TMC 2.10.040 Chief of Police appointment/duties (Public Health & Safety Committee)
- 8. Mayor/City Administrator's Report**
- 9. Councilmember Reports**
- 10. Executive Session:**
 - a. Potential Litigation pursuant to RCW 42.30.110(1)(i)

11. **Any Other Business**

12. **Adjourn**

Hybrid Meeting Information

The public are welcome to attend in person, by telephone or online via Zoom.

Watch Online

https://us02web.zoom.us/j/88402294532?tk=CGYrsqSOV0YSEVJMTMhV4XQ3dBJ2o0HKfOInoeRS-Aq.DQkAAAAUIS_3BBZWTEptOGhSMIFheWNYc0Fqc1BFZnJRAAAAAAAAAAAAAAAAAAAAAAAAAAAAA&pwd=sjHqNMADrAxN5Zwln1wCY9Galq2tTC.1&uuid=WN_vhsAicTLScqWAvrMytxSTQ

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 884 0229 4532 and Passcode 497031.

Public and Written Comment

Attend in person to give public comment or register by 5:00 p.m. the day of the meeting to provide public comment using the web-based meeting platform:

https://us02web.zoom.us/webinar/register/WN_vhsAicTLScqWAvrMytxSTQ

After registering, you will receive a confirmation email with a login to join the online meeting.

As an alternative, prior to the meeting, the public may submit comments by sending an email to , no later than 5:00 p.m. on the day of the meeting. Comments are submitted directly to the Mayor and City Councilmembers 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.municodem meetings.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.

TO: City Council
FROM: Tracie Core, Deputy City Clerk
DATE: May 19, 2026
SUBJECT: Proclamation: Public Works Week, May 17 – 24, 2026

1) Recommended Action:

Informational Only.

2) Background:

May 17 - 24, 2026 is Public Works Week. Public works programs and services for Tumwater are a joint effort of the Water Resources & Sustainability Department and the Transportation & Engineering Department. Together, they provide essential services that are an integral part of our community such as water, sewer, stormwater, streets and sidewalks, fleet maintenance, engineering, and geographic information systems. The City has invited the following group/individual to accept the proclamation:

Water Resources & Sustainability Deputy Director Tyle Zuchowski, Assistant Transportation & Engineering Director Jeffrey Cook and Assistant Utilities Operation Manager Cory Hale

3) Policy Support:

Vision, Mission, Values

Partnership: We work in partnership with residents, businesses, community organizations, and governments to address challenges and advance shared goals.

4) Alternatives:

None

5) Fiscal Notes:

Proclamations have no fiscal impact.

6) Attachments:

A. Proclamation

Proclamation

WHEREAS, public works programs and services for Tumwater are a joint effort of the Water Resources & Sustainability Department and the Transportation & Engineering Department. Together, they provide essential services that are an integral part of our community such as water, sewer, stormwater, streets and sidewalks, fleet maintenance, engineering, and geographic information systems; and

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of Tumwater; and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, natural resources, water treatment and solid waste systems, public buildings, and other structures and facilities essential for the people in our city; and

WHEREAS, it is in the public interest of the individuals, businesses, civic leaders, and youth in Tumwater to learn about and maintain an ongoing interest and understanding of the importance of public works and public works programs.

NOW THEREFORE, I, Leatta Dahllhoff, Mayor of the City of Tumwater, do hereby proclaim

May 17 - 24, 2026

Public Works Week

and I call upon the people of the City of Tumwater to learn about our public works facilities and services, and to recognize our Water Resources & Sustainability and Transportation & Engineering employees for the substantial contributions they make to protect our health, safety, comfort, and quality of life in Tumwater.

Signed in the City of Tumwater, Washington, this 19th day of May in the year, two thousand twenty-six.



Leatta L Dahllhoff

Leatta Dahllhoff
Mayor

MEETING MINUTES

TUMWATER CITY COUNCIL WORK SESSION
April 28, 2026



CONVENE: 6:00 p.m.

PRESENT: Mayor Leatta Dahlhoff and Councilmembers Peter Agabi, Joan Cathey, Angela Jefferson, Meghan Sullivan, Eileen Swarhout, Kelly Von Holtz, and Brandon Weedon.

Staff: City Administrator Paul Simmons, Assistant Administrator Kelly Adams, Acting Police Chief Carlos Quiles, Jr., Fire Chief Brian Hurley, Finance Director Troy Niemeyer, Information Technology Director Lance Inman, Communications Director Jason Wettstein, Community Development Director Brad Medrud, Parks & Recreation Director Chuck Denney, Transportation & Engineering Director Brandon Hicks, Water Resources & Sustainability Director Dan Smith, and Deputy City Clerk Tracie Core.

Others: Vice President – Washington State Affairs CFM Advocates Katie Whittier, Principal Arbutus Consulting Brian Enslow.

LEGISLATIVE SESSION REVIEW: Assistant Administrator Adams introduced Vice President of Washington State Affairs and Lead Advocate of CFM Advocates Katie Whittier and Principal of Arbutus Consulting Brian Enslow who gave a Legislative Overview presentation discussing the following:

- 2026 Fiscal and Political Context
- Bills Introduced
- Big Picture Takeaways
- Budget Balancing
- Recap of Tumwater Priorities
- Priority Bills

Councilmembers asked questions and shared concerns on the state’s budget and Tumwater priorities.

ORDINANCE NO. O2026-002, 2026 HOUSEKEEPING AMENDMENTS:

Director Medrud gave a presentation on Ordinance No. O2026-002, 2026 Housekeeping Amendments. He gave a brief background proposing amendments to the following sections:

- Housing – State Department of Commerce
- Child Care Centers
- Signage
- Essential Public Facilities

Director Medrud requested that Ordinance O2026-002, 2026 Housekeeping Amendments be placed on the May 5, 2026, City Council considerations calendar with a recommendation to adopt. Council agreed on moving the item forward.

MAYOR/CITY ADMINISTRATOR’S REPORT:

Mayor Dahlhoff shared the recent passing of longtime Olympia lawmaker Sam Hunt, noting that he served Legislative District 22 and was a strong supporter of the community.

Administrator Simmons gave no report.

EXECUTIVE SESSION:

Mayor Dahlhoff recessed the meeting at 7:09 p.m. to discuss a real estate acquisition pursuant to RCW 42.30.110(1)(b) for approximately 30 minutes. At 7:45 p.m. Mayor Dahlhoff extended the Executive Session for an additional five minutes to 7:50 p.m.

ADJOURNMENT:

Mayor Dahlhoff reconvened the meeting and adjourned the meeting at 7:50 p.m.

Prepared by Deputy City Clerk, Tracie Core.

TO: City Council
FROM: Doug Sampson, Accounting Technician
DATE: May 19, 2026
SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff are seeking City Council ratification of:

- May 01, 2026, No payment of Eden vouchers this week; payment of Enterprise vouchers 189999 to 190035 in the amount of \$94,363.54 and electronic payments 907097 to 907116 in the amount of \$28,651.97
- May 08, 2026, payment of Eden vouchers 174956 to 174983 in the amount of \$7,050.08; payment of Enterprise vouchers 190036 to 190106 in the amount of \$780,290.69 and electronic payments 907117 to 907140 in the amount of \$1,082,825.89
Wire payments in the amount of \$315,260.42

2) Background:

The City pays vendors monthly for purchases approved by all departments. The Finance Director has reviewed and released the payments as certified on the attached Exhibit(s). The full voucher listings are available upon request from the Finance Manager. The most significant payments* were:

Vendor		
RH2 Engineers, Inc	72,388.46	SE Reservoir services through 3/29/26
Trebron Security, LLC	24,974.30	Sophos Protection & Support
LOTT Wastewater Alliance	697,178.61	04-2026 LOTT Collections
Shea Carr & Jewell, Inc	40,378.50	2 nd Ave PED & Bike

* Includes vouchers in excess of \$20,000, excluding routine utility payments.

3) Policy Support:

- Strategic Priorities & Goals 2026-2032: Tumwater Excellence – Be good stewards of public funds by following sustainable financial strategies.

4) Alternatives:

- Ratify the vouchers as proposed.
- Develop an alternative voucher review and approval process.

5) Fiscal Notes:

The vouchers are for appropriated expenditures in the respective funds and departments.

6) Attachments:

- A. Exhibit A – Payment of Vouchers – Review and Approval
- B. Exhibit B – Payment of Vouchers – Review and Approval

EXHIBIT "A"

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Tumwater, and that I am authorized to authenticate and certify to said claim.

Enterprise ERP

Voucher/Check Nos 189999 through 190035 in the amount of \$94,363.54

Electronic payment Nos 907097 through 907116 in the amount of \$28,651.97

Eden

Voucher/Check Nos 174956 through 174 in the amount of \$0

Douglas Sampson

Accounting Technician – Accounts Payable

Checks dated 05/01/2026

EXHIBIT "B"

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Tumwater, and that I am authorized to authenticate and certify to said claim.

Enterprise ERP

Voucher/Check Nos 190036 through 190106 in the amount of \$780,290.69

Electronic payment Nos 907117 through 907140 in the amount of \$1,082,825.89

Wire payments in the amount of \$315,260.42

Eden

Voucher/Check Nos 174956 through 174983 in the amount of \$7,050.08

Douglas Sampson

Accounting Technician – Accounts Payable

Checks dated 05/08/2026

TO: City Council
FROM: Troy Niemeyer, Finance Director
DATE: May 19, 2026
SUBJECT: Interlocal Agreement with the Administrative Office of the Courts

1) Recommended Action:

Authorize the Mayor to sign the interlocal agreement with the Administrative Office of the Courts.

The agreement was recommended for approval on the consent calendar at the May 12, 2025 Public Health and Safety Committee.

2) Background:

We have a long-standing agreement with the Administrative Office of the Courts to have a secure connection to the Court software system (JIS) for the purposes of managing violations (tickets) written by the Tumwater Police Department. This is a renewal of our agreement.

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.

4) Alternatives:

n/a

5) Fiscal Notes:

Access and hardware are provided at no cost to the City.

6) Attachments:

A. Interlocal agreement.



WASHINGTON COURTS

INTERAGENCY AGREEMENT

AOC3060

BETWEEN

WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS

AND

CITY OF TUMWATER BY AND THROUGH ITS VIOLATION BUREAU

1. PARTIES TO THE AGREEMENT

This Interagency Agreement is made and entered into by and between the State of Washington acting by and through the Washington State Administrative Office of the Courts, hereinafter referred to as "AOC," and City of Tumwater by and through its Violation Bureau, referred to as "Bureau".

2. PURPOSE

The purpose of this Agreement is for AOC to provide the Bureau an internet connection and Virtual Private Network (VPN) router to connect the Bureau to the JIS Network and to the Internet.

THEREFORE, IT IS MUTUALLY AGREED THAT:

3. STATEMENT OF WORK

The Bureau, shall:

- a. Comply with applicable statues and city/bureau rules regarding the use of state resources.
- b. Refrain from using the connection for personal purposes, except minimal use that is permitted if each of the following conditions are met:
 - i. There is little or no cost to the AOC.
 - ii. Any use is brief, occurs infrequently, and is the most effective use of time and/or resources.
 - iii. Use does not interfere with the performance of the user's official duties.
 - iv. Use does not disrupt or distract from the conduct of state business due to volume or frequency.

- v. Use does not disrupt other state employees and does not require them to make personal use of state resources.
- vi. Use does not compromise the security or integrity of state property, information or software.
- vii. Use does not compromise the security or integrity of the AOC.
- c. Refrain from activities that degrade or impair AOC computer system performance.
- d. Purchase, install, and maintain virus protection software.
- e. Refrain from use of video and audio streaming applications unless clearly required in the performance of job duties. AOC retains the right to define or restrict such activities if considered necessary.
- f. Be responsible for implementing firewall if AOC determines it to be necessary, since connection from Bureau to the Internet is not inside the AOC firewall.

4. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on 04/01/2026 and remain in force unless otherwise terminated using termination provisions listed under General Provisions (refer to section 11).

5. COMPENSATION

This is a **no-cost** agreement, unless otherwise amended.

AOC may extend the term of this Agreement or increase funds by mutual written amendment. Such amendment shall be on the same terms and conditions as set forth in this Agreement.

6. INVOICES; BILLING; PAYMENT

If this Agreement becomes an agreement with associated costs, it shall follow standard invoice, billing and payment procedures as detailed in this section.

The Bureau will submit properly prepared itemized invoices via email on an A19 form to AOC Program Manager. Invoices shall be submitted no more than once a month. Incorrect or incomplete A19 shall be returned by AOC to the Bureau for correction or reissuance. All A19 shall provide and itemize, at a minimum, the following:

- Agreement Number: AOC3060
- VPN Number: VPN3407-Tumwater-V
- Bureau name, address and phone number
- Description of Reimbursement
- Date(s) Services were provided
- Receipt(s) if applicable
- Total Reimbursement

Payment will be considered timely if made by the AOC within thirty (30) calendar dates of receipt of a properly prepared A19. No A19 shall be submitted until after a deliverable has been accepted by the AOC Program Manager.

The AOC will not make any advanced payments or payments in anticipation of services or supplies under this Agreement.

7. AGREEMENT MANAGEMENT

The Program Manager and Bureau Program Manager noted below shall be responsible for and shall be the contact people for all communications and billings regarding the performance of this Agreement. The parties may change administrators by written notice.

AOC Program Manager	Bureau Program Manager
<p>Noa Moe PO Box 41170 Olympia, WA 98504-1170 Noa.Moe@courts.wa.gov (360) 704-5556</p>	<p>Lance Inman 555 Israel Rd SW Tumwater, WA 98501-6515 linman@ci.tumwater.wa.us (360) 754-4190</p>

8. RECORDS RETENTION & PUBLIC RECORDS

- a. Records Retention. Each party shall maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel mutually agreed upon by both parties, and other officials authorized by law. Such records shall be retained for a period of six (6) years following expiration or termination of this Agreement or final payment for any service placed against this Agreement, whichever is later; provided, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- b. Public Information. This Agreement and all related records may be subject to public disclosure as required by Washington’s Public Records Act, RCW 42.56, and court rule GR 31.1. No party shall release any record that would, in the judgment of the party, be subject to an exemption from disclosure under the Public Records Act or GR 31.1, without first providing notice to the other party within ten (10) business days of the receipt of the request. The Parties will discuss appropriate actions to be taken, including release of the requested information, seeking a protective order, or other action prior to the release of records. Should one party choose to seek a protective order, it shall do so at its sole expense.

9. RESPONSIBILITY OF THE PARTIES

Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third-party claims.

10. DISPUTE RESOLUTION

To the extent practicable, the Parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The Parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute. If, however, a dispute persists and cannot reasonably be resolved, it may be escalated within each organization. In such circumstances, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall appoint a member of a dispute resolution board within Thurston County, and those two appointed members will select a third. The Board shall employ dispute resolution measures and its result is binding. Both parties agree that the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

11. GENERAL PROVISIONS

- a. Amendment or Modification. Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- b. Appendix. All appendices referred to herein are deemed to be incorporated in this Agreement in their entirety.
- c. Assignment. The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.
- d. Authority. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- e. Captions & Headings. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit,

enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.

- f. Conformance. If any provision of this Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.
- g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Agreement.
- h. Electronic Signatures. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- i. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- j. Governing Law. The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law principles that would provide for the application of the laws of another jurisdiction.
- k. Independent Capacity. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
- l. Jurisdiction & Venue. In the event that any action is brought to enforce any provision of this Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- m. No Agency. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- n. Right of Inspection. The Bureau shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the State

of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.

- o. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.
- p. Termination for Cause. If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.
- q. Termination for Convenience. Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days prior written notification. Upon such termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of such termination. This clause may also be instated if Bureau dissolves, becomes absorbed and/or is merged with another entity.
- r. Termination for Non-Availability of Funds. AOC's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, AOC, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. AOC may also elect to suspend performance of the Agreement until AOC determines the funding insufficiency is resolved. AOC may exercise any of these options with no notification restrictions, although AOC will make a reasonable attempt to provide notice.

In the event of termination or suspension, AOC will reimburse eligible costs incurred by the Bureau through the effective date of termination or suspension. Reimbursed costs must be agreed to by AOC and the Bureau. In no event shall AOC's reimbursement exceed AOC's total responsibility under the agreement and any amendments.

- s. Suspension for Convenience. AOC may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the Bureau a minimum of seven (7) calendar days before the suspension date. Bureau shall resume performance on the first business day following the suspension period unless

another day is specified in writing by AOC prior to the expiration of the suspension period.

- t. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.

WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS

CITY OF TUMWATER BY AND THROUGH ITS VIOLATION BUREAU INTERNET AGREEMENTS

Signature

Date

Signature

Date

Veronica Diseth

Name

Name

Director Information Services Division/ CIO

Title

Title

TO: City Council
 FROM: Grant Gilmore, Water Resources Specialist
 DATE: May 19, 2026
 SUBJECT: Interlocal Agreement with Cities of Olympia and Lacey and Thurston County for Implementing the South Sound Green Program

1) Recommended Action:

Approve and authorize the Mayor to sign the Interlocal Agreement with the Cities of Olympia and Lacey, and Thurston County for the Implementation of the South Sound Green (SSG) Program.

This agreement was recommended for approval by the Public Works Committee at their May 7, 2026, meeting on the consent calendar.

2) Background:

SSG is a program provided by the Thurston Conservation District that provides water quality education aimed at middle school students for the Tumwater School District and its regional partners. This work is coordinated and managed in part through the Water Resources & Sustainability Department and the Regional Environmental Education Partnership coordinator. The goal of this contract is to meet the city's education and outreach obligations identified in the National Pollution Discharge Elimination System (NPDES) permit requirements identified under section S5.C Public Education.

3) Policy Support:

As an NPDES permittee, stormwater pollution and prevention education is a required deliverable to meet one of the regulated items identified in section S5.C Public Education.

4) Alternatives:

- Discontinue water quality and stormwater education aimed at middle school ages within the Tumwater School District through SSG.
 - Develop and implement a new education outreach program designed for middle school students to meet NPDES permit requirements.
-

5) Fiscal Notes:

Participating agencies will provide funding to the Thurston Conservation District in the amounts shown below based on population size, with Tumwater's share at 13% of the total cost. The budget will increase by five percent (5%) annually, for each jurisdiction, for the life of this contract. Tumwater's cost is paid through the Stormwater Utility Fund.

Jurisdiction 2026 Baseline

- | | |
|----------------------------|----------------------------|
| • City of Lacey \$19,656 | • City of Tumwater \$8,400 |
| • City of Olympia \$19,656 | • Thurston County \$18,720 |
-

6) Attachments:

A. Interlocal Agreement for the South Sound Green Program

**INTERGOVERNMENTAL SERVICES CONTRACT
FOR SOUTH SOUND GREEN
BETWEEN
THE CITIES OF LACEY, OLYMPIA, TUMWATER, AND THURSTON COUNTY
AND THE THURSTON CONSERVATION DISTRICT**

THIS CONTRACT, pursuant to chapter 39.34 RCW, is made and entered into in five duplicate originals by and between the Cities of Lacey, Olympia, Tumwater, and Thurston County, hereinafter “LOCAL JURISDICTIONS” and THURSTON CONSERVATION DISTRICT, hereinafter “DISTRICT”. Wherein the DISTRICT administers a watershed education program for grades 4-12 known as South Sound GREEN (SSG) the LOCAL JURISDICTIONS enter into this contract.

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

I. PURPOSE OF CONTRACT

The LOCAL JURISDICTIONS have storm and surface water utilities with a regulatory responsibility to provide education to the general public, including school aged children, on the impacts of stormwater on surface waters and to provide opportunities to become involved in stewardship activities. In addition, the Local Jurisdictions have determined that providing stormwater and watershed-education through local partnerships offers a cost-effective method to deliver required educational messages. The Local Jurisdictions enter into this contract with the DISTRICT because it has a proven record of administering an effective watershed education program for grades 4-12 known as South Sound GREEN (SSG).

II. CONTRACT SCOPE

The LOCAL JURISDICTIONS shall work with the DISTRICT to prepare an annual Work Plan to describe the watershed education program activities each year. The annual Work Plan for each year shall be reviewed and approved in writing by the representatives of the LOCAL JURISDICTIONS by December 31st of the preceding year. In the event an annual Work Plan is not approved prior to December 31st of the preceding year, the LOCAL JURISDICTIONS can agree to an extension by which the annual Work Plan shall be reviewed and approved.

III. SERVICES PROVIDED BY THE CONTRACTOR

- A. District
 - i. Represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and/or certification to perform the duties set forth in this Contract.

- ii. Through the SSG program, shall perform the services set as described and agreed upon in the annual Work Plan, which are designed to reduce or eliminate behaviors and practices that contribute to adverse stormwater impacts.
- iii. Shall perform according to standard industry practice of the work specified by this Contract.
- iv. Shall provide labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the LOCAL JURISDICTIONS.
- v. Shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- vi. Shall submit billing invoices along with companion narrative progress reports to each jurisdiction on a quarterly basis within two weeks of the end of each calendar quarter. Quarterly narrative progress reports shall be provided to each jurisdiction in a format that is determined by and acceptable to the respective jurisdiction. In addition to the narrative, the 4th quarter report shall include the cumulative year-end numbers of participants by jurisdiction.
- vii. Shall serve as the administrator of this Contract.

IV. LOCAL JURISDICTIONS

- A. In order to assist DISTRICT in fulfilling its duties under this Contract, LOCAL JURISDICTIONS shall provide the following:
 - i. Assistance with developing an annual Work Plan, that shall be agreed upon in writing by the LOCAL JURISDICTIONS.
 - ii. Services, documents, or other information identified and agreed to in the annual Work Plan.

V. BASE ANNUAL FUNDING

A. The budget for the services under this Contract is established, and must be maintained by the DISTRICT, as follows. In consideration for the services described, the LOCAL JURISDICTIONS shall provide funding to the DISTRICT, in the amounts shown below, except in the event of a non-appropriation of funds. The budget will increase by five percent (5%) annually, for each jurisdiction, for the life of this contract.

Jurisdiction	2026 Baseline
City of Lacey	\$19,656
City of Olympia	\$19,656
City of Tumwater	\$8,400
Thurston County	\$18,720

- B. Payment to the DISTRICT by each jurisdiction shall be on a quarterly basis, with 25 percent of each jurisdiction's annual payment being paid each quarter. Payment shall be made to the DISTRICT following receipt by each jurisdiction, of the DISTRICT'S invoice and progress report summarizing services rendered to date under this Contract. The DISTRICT will work with each LOCAL JURISDICTION to determine preferred report content and format.

VI. NON-APPROPRIATION OF FUNDS

Should a LOCAL JURISDICTION fail to secure the base funding amount specified in Section V, due to non-appropriation of funds, the LOCAL JURISDICTION shall provide written notice to the other LOCAL JURISDICTIONS and the DISTRICT within thirty (30) calendar days of its budget adoption. The LOCAL JURISDICTIONS and the DISTRICT agree to meet within fourteen (14) calendar days thereafter to discuss the impacts of such a budget non-appropriate or reduction. The LOCAL JURISDICTIONS either separately or collectively may elect to redistribute costs or eliminate DISTRICT services at their discretion.

VII. EFFECTIVE DATE; DURATION OF CONTRACT

The term of this Contract shall commence upon the approval of the LOCAL JURISDICTIONS' respective governing bodies and the DISTRICT, and following posting on the DISTRICT's public website. This Contract will continue in effect until December 31, 2030, unless extended by mutual agreement of the Parties pursuant to Section X of this Contract. By this Contract, the parties ratify performance described in this Contract that was performed between January 1, 2025 and execution of this Contract by all parties.

VIII. HOLD HARMLESS AND INDEMNIFICATION

The DISTRICT agrees to indemnify, defend, and hold harmless LOCAL JURISDICTIONS, their elected officials, employees, and agents from and against any and all liabilities, losses, damages, expenses, actions, and claims, including reasonable attorneys' fees, arising out of or in connection with the DISTRICT'S performance of this Contract except for any damages arising out of bodily injury to persons or damage to property arising from the sole negligence of the LOCAL JURISDICTIONS, their agents or employees.

It is further specifically and expressly understood that the indemnification provided herein constitutes the DISTRICT'S waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

IX. CONTRACT REPRESENTATIVE; NOTICE

Each party to this Contract shall have a representative. The LOCAL JURISDICTIONS' representatives shall serve on the South Sound GREEN Advisory Committee. Each representative shall serve as the contract administrator for his or her jurisdiction, for purposes of this Contract. Notice required under this Contract shall be sent by email and to the address designated for the parties, below. Contract representatives may be changed upon notice to the other parties. Notice will be deemed to be

received three business days following deposit in the U.S. Mail, postage prepaid, or by electronic read receipt, or alternatively, electronic return response from the Jurisdiction’s representative.

THURSTON CONSERVATION DISTRICT

Thurston Conservation District Board Chair or designee
Thurston Conservation District
2918 Ferguson St. SW, Suite A
Tumwater, WA 98512
Phone: (360) 754-3588, Ext. 108

CITY OF LACEY

Water Resources Specialist or designee
Lacey Water Resources

420 College Street SE
Lacey, WA 98503
Phone: (360) 491-5600

CITY OF OLYMPIA

Senior Program Specialist – Stormwater Education & Outreach or designee
Olympia Water Resources
PO Box 1967
Olympia, WA 98507-1967
Phone: (360) 570-3936

CITY OF TUMWATER

Water Resources Specialist or designee
Tumwater Water Resources
555 Israel Rd. SW
Tumwater, WA 98501
Phone: (360) 754-4148

THURSTON COUNTY

Education and Outreach Specialist or designee
CPED - Community Planning
3000 Pacific Ave SE
Olympia, WA 98501
Phone: (360) 754-4013

X. TERMINATION AND MODIFICATION

Any party may terminate participation in this Contract by giving 30 days’ written notice of intent to terminate to the other parties, provided that LOCAL JURISDICTIONS shall be obligated to pay the quarterly invoice for the quarter in which the LOCAL JURISDICTION terminates. This Contract may only be modified by agreement of all the parties hereto, executed in writing, in the same manner as this Contract. However, modification may be executed solely through written agreement between each and every named agency representative, as identified under Section IX of this Contract, for the following:

- a. Any modification to the annual Work Plan, as identified under Section II.
- b. Any modification of the annual budget as designated under Section V.

XI. JURISDICTION AND VENUE

This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof, shall be instituted only in any of the courts of competent jurisdiction in Thurston County, Washington.

XII. SEVERABILITY

- a. If, for any reason, any part, term or provision of this Contract is held by a court of competent jurisdiction 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 Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith.

XIII. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Contract shall be in writing and signed by all parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Contract does not constitute a waiver of the provisions of this Contract.

XIV. RECORDATION

Per RCW 39.34.040, this Contract shall be posted and electronically available to the public on the DISTRICT's website.

XV. Miscellaneous

No real or personal property is to be jointly acquired, held, or disposed under this Contract. No separate legal or administrative entity is created by this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in quintuple originals to take effect on the date as prescribed in Section VII.

THURSTON CONSERVATION DISTRICT

Thurston Conservation District Board Chair

Date: _____

CITY OF LACEY

City Manager

Date: _____

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

CITY OF OLYMPIA

Steven J Burney
City Manager

Date: 02/25/2026

APPROVED AS TO FORM:

Michael M. Young
Senior Deputy City Attorney

ATTEST:

Sean Keier
City Clerk

CITY OF TUMWATER

Mayor

Date: _____

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

THURSTON COUNTY BOARD OF COUNTY COMMISSIONERS

Chair

Date: _____

Vice-Chair

Date: _____

Board Member

Date: _____

Board Member

Date: _____

Board Member

Date: _____

ATTEST:

Clerk

APPROVED AS TO FORM:

PROSECUTING ATTORNEY

Deputy Prosecuting Attorney

TO: City Council
 FROM: Carlos Quiles, Acting Police Chief
 DATE: May 19, 2026
 SUBJECT: Traffic and Criminal Software (TraCS) Record Sharing Agreement with Washington State Patrol

1) Recommended Action:

Approve and authorize the Mayor to sign the Traffic and Criminal Software (TraCS) Record Sharing Agreement with the Washington State Patrol.

This agreement was recommended for approval by the Public Health & Safety Committee on the consent calendar at their May 12, 2026 meeting.

2) Background:

The purpose of this agreement is to provide the City of Tumwater access to the Washington State Patrol's Traffic and Criminal Software (TraCS). The agreement defines roles and expectations regarding the Traffic and Criminal Software (TraCS) processes record sharing and use practices, and the method for resolving technical issues.

This new software will replace the current traffic and criminal software currently being used by police agencies in Washington State.

3) Policy Support:

City of Tumwater - Mission, Vision & Values
 Partnership - We work in partnership with residents, businesses, community organizations, and governments to address challenges and advance shared goals.

4) Alternatives:

Don't forward the Traffic and Criminal Software (TraCS) Record Sharing Agreement with the Washington State Patrol to the City Council meeting on May 19, 2026.

5) Fiscal Notes:

This is a non-financial Agreement and neither party can seek compensation from the other for work performed under this Agreement.

6) Attachments:

A. Traffic And Criminal Software (TraCS) Record Sharing Agreement Between Washington State Patrol And City of Tumwater

A

TRAFFIC AND CRIMINAL SOFTWARE (TraCS)
RECORD SHARING AGREEMENT
BETWEEN
WASHINGTON STATE PATROL
AND
City of Tumwater

This Agreement is made and entered into by and between the Washington State Patrol, hereinafter referred to as the WSP, and the City of Tumwater hereinafter referred to as the Agency (collectively referred to as "Party" or "Parties"). This Agreement is entered into under authority of the Revised Code of Washington 39.34 Interagency Agreements.

The Agency acknowledges that this document is provided in a secured PDF format and is not to be converted to other formats (including but not limited to Microsoft Word) for editing. Any changes made outside of the WSP review process will render the document null and void.

PURPOSE

The purpose of this Agreement is to provide the Agency listed above access to the WSP's Traffic and Criminal Software (TraCS). This Agreement defines roles and expectations regarding the Traffic and Criminal Software (TraCS) processes record sharing and use practices, and the method for resolving technical issues. Agency is:

- A general authority Washington law enforcement agency as defined in Section 10.93.020 of the Revised Code of Washington.
- A Washington Tribal Authority as defined in Section 10.92 of the Revised Code of Washington.
- A limited authority Washington law enforcement agency as defined in
- An Office of a Prosecuting Attorney as defined in Chapter 36.27 or Chapter 35A.11 of the Revised Code of Washington
- An "Animal care and control agency" as defined in Chapter 16.52.011(c) of the Revised Code of Washington.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. DEFINITIONS

As used throughout this Agreement, the following terms shall have the meanings set forth below:

"AOC" means the Administrative Office of the Courts.

"Confidential Information" means Records as defined herein, or information specifically protected from release or disclosure by law under either [Chapter 42.56 RCW \(Public Records Act\)](#) or other state or federal statutes. Confidential Information includes, but is not limited to, information about public employees, lists of individuals for commercial purposes, information about the infrastructure and security of computer and telecommunication networks, and/or personally identifiable information as described herein.

"Record Steward": A Record Steward is a guardian of an organization's records, responsible for ensuring its quality, usability, security, and compliance with policies, acting as a bridge between user teams and business users to make Records trustworthy for decision-making.

"DOL" means the Department of Licensing.

"DUI" means Driving Under the Influence.

"eTRIP Committee" means the group comprised of the WTSC, WASPC, WSP, AOC, WSDOT and DOL traffic records governing entities.

"JINDEX" means Justice Information Network Data Exchange, an application managed by WaTech.

"LASA" means Local Agency System Administrator.



"NOCC" means Notice of Criminal Citation.

"NOI" means Notice of Infraction.

"Personally Identifiable Information (PII)" means information, Records, or a set of linked information that is identifiable to a specific person, including, but not limited to, information that relates to the person's name, health, finances, education, business, use or receipt of governmental services or other activities such as addresses, telephone numbers, social security numbers, driver's license numbers, email addresses, credit card information, law enforcement records, or other identifying information or Protected Health Information (PHI).

"PTCR" means Police Traffic Collision Reports.

"Records" means any paper, correspondence, completed form, bound record book, photograph, film, sound, or video recording, map drawing, machine-readable materials, electronic data (including email), compact disc, or other document, regardless of physical form or characteristics, and including copies thereof, that have been made by or received by any agency, company, or the State of Washington in connection with the transaction of public business, or the work of the department or its employees. For purposes of this Agreement, Records includes, without limitation source code, NOIs, NOCCs, PTCRs, DUI Arrest Reports, and other forms that are created, collected, or transmitted into the TraCS system and stored, and used by the Parties specific to the TraCS application as described herein.

"Research" means a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge.

"Subcontractor" means one not in the employment of a Party to this Agreement, who is performing all or part of those services under this contract under a separate contract with a Party to this Agreement. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

"TraCS" means Traffic and Criminal Software.

"User" means any Agency Personnel that have TraCS User Accounts.

"WASPC" means the Washington Association of Sheriffs and Police Chiefs.

"WaTech" means Washington Technology Solutions.

"WSDOT" means the Washington State Department of Transportation.

"WSP" means the Washington State Patrol.

"WTSC" means the Washington Traffic Safety Commission.

2. Statement of Work

The Parties to this Agreement shall furnish the necessary personnel, equipment, material, or service(s) and otherwise do all things necessary for or incidental to the exchange of Records as set forth in *Attachment A (Statement of Work for Data Security Requirements)*.

3. Period of Performance

The period of performance shall commence on the date of the last signature and continue in full force and effect until superseded by a new agreement or terminated as provided herein.

4. Payment

This is a non-financial Agreement. In no event shall either Party seek compensation from the other Party for work performed under this Agreement.

5. Records Maintenance

Records in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. Except as outlined in this Agreement or otherwise required by law, the receiving Party will not disclose or make available these Records to any third Party without first giving notice to the furnishing Party at least fifteen days in advance of the disclosure. Each Party will utilize reasonable security procedures and protections to ensure that the Records provided by the other Party are not erroneously disclosed to third parties.

6. Confidentiality

Except as set forth herein or otherwise required by law, the use or disclosure by either Party of any information concerning the other Party for purposes not directly connected with the administration of responsibilities for the services provided under this Agreement is prohibited. Each Party shall maintain all information which the other Party specifies in writing as Confidential Information to the extent consistent with Washington State or federal law. The Agency shall ensure that its employees and all others with access to the system adhere to this requirement.

6.1 Safeguarding of Confidential Information:

Each Party shall not use or disclose Confidential Information in any manner that would constitute a violation of federal or Washington State law. Each Party agrees to comply with all applicable federal and state laws and regulations, as currently enacted or revised, regarding Records security, PII, and electronic interchange of Confidential Information.

Each Party shall protect Confidential Information collected, used, or acquired in connection with this Agreement, against unauthorized use, disclosure, modification, or loss. Except as otherwise required by law, each Party shall ensure their directors, officers, employees, subcontractors, or agents use it only for the purposes of accomplishing the services set forth in this Agreement. Each Party and all other Authorized Users with access to the system agree not to release, divulge, publish, transfer, sell, or otherwise make it known to unauthorized persons. Additional Authorized Users may be added to the system or may receive Records upon execution of a data sharing agreement between the Parties, the execution of which shall require WSP advanced approval. Each Party agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure.

Each Party reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by the other Party through this Agreement. The monitoring, auditing, or investigating may include, but is not limited to, "Salting." "Salting" is the act of introducing Records containing unique but false information that can be used later to identify inappropriate disclosure of Records.

Each Party shall notify the other Party in writing within 24 hours upon becoming aware of any unauthorized access, use, or disclosure of Confidential Information. Each Party shall take necessary steps to mitigate the harmful effects of such use or disclosure. The Party, whose Records have been subject to any unauthorized access, use, or disclosure, is financially responsible for notification of the unauthorized access, use, or disclosure. The details of the notification must be approved by both Parties. The reviewing Party shall approve or provide specific, actionable objections to the proposed notification within 48 hours of receipt, or approval shall be deemed granted. Each party shall be responsible for the acts, errors, and omissions of itself and its own officers, employees, and agents acting within the scope of their authority and within the scope of the performance of this Agreement.

Any unauthorized release of Confidential Information may result in termination of the Agreement, suspension of on-line access accounts, or the demand for return of all Confidential Information. Each Party warrants that its agents, employees, Authorized Users, or subcontractors are bound to all confidentiality and security obligations of this Agreement.

6.2 Release of Records to State Agencies

The WSP may release Records to the WTSC for carrying out the purpose, powers, and duties of the WTSC as defined in RCW 43.59. The WSP may release records to other state agencies with an authorized purpose for receiving records upon request. The WSP will maintain Records sharing agreements with external agencies receiving records governed by this Agreement.

6.3 Release of Records for Human Subjects Research

Release of Confidential Information for human subject research shall comply with state and federal human research review processes, as implemented by the Washington State Institutional Review Board.

7. Keep Washington Working / Immigration Law

Under Washington law, the WSP and its personnel are generally prohibited from enforcing federal immigration law. See RCW 10.93.160. Neither WSP nor any of its employees may contract in any way to provide civil immigration enforcement assistance. The purpose of this provision is to make clear that the Parties interpret this Agreement as consistent with Washington law, including RCW 10.93.160, and that the WSP and its personnel shall not engage in any acts prohibited by Washington law.

The Parties to this Agreement agree not to use or share any information obtained from the TraCS system, the WSP, its systems, or its personnel, with any third parties to support or engage in civil immigration enforcement activities prohibited by RCW 10.93.160 and/or WA Executive Order 17-01.

8. Directive 22-12 Reproductive Health Care Rights

This Directive prohibits cooperation or assistance with out-of-state abortion and other reproductive health care investigations, prosecutions, or other legal actions.

Pursuant to the provisions of RCW 9.02.110, RCW 9.02.120, and the Governor's Directive 22-12 dated June 30, 2022, the WSP is generally prohibited from cooperating with or providing assistance to out-of-state abortion and other reproductive health care investigations, prosecutions, or other legal actions.

Neither the WSP nor any of its employees or subdivisions may contract in any way to provide civil or criminal cooperation or assistance with abortion and other reproductive health care investigations, prosecutions or other legal actions, including through agreements for task force participation, mutual aid, data (Record) sharing, communications dispatch, or any other agreement that shares resources and/or provides Records as described herein. The WSP shall not use or share WSP resources, Records, or Confidential Information or other information ascertained by the WSP or its personnel, with any third parties to support or engage in abortion or other reproductive health care investigations, prosecutions, or other legal actions.

Therefore, to comply with Governor's directive 22-12 and applicable statutes, the Agency shall not use or share any Confidential Information and/or Records, with any third parties or to support or engage in abortion or other reproductive health care investigations, prosecutions, or other legal actions.

The prohibition on information sharing includes place of birth, present location, release date from detention, if applicable, reproductive health care history, and family members' names, absent a court order or judicial warrant, except as may be required by the Public Records Act (PRA), chapter 42.56 RCW. Incidents of disclosure of such personal information shall be considered a breach of this Agreement and shall be reported to a designated WSP official.

9. Records Retention Notification

WSP will notify Agency when Records owned by the Agency have met the WSP requirements for destruction. WSP will provide Agency 14 (fourteen) days to export any Records owned by the Agency before WSP submits a destruction request.

10. Independent Capacity

The employees or agents of each Party who are engaged in the performance of this Agreement shall for all purposes continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party. Personnel of either Party providing services under the terms of this Agreement shall be under the direct command and control of that Party's Chief or appropriate authority or designee and shall perform the duties required by this Agreement in a manner consistent with respective Party's policy and regulations, applicable state and local laws, and the Constitutions of the State of Washington and the United States. The assignment of personnel to accomplish the purpose of this Agreement shall be at the discretion of the respective Party's Chief or appropriate authority or designee.

11. Agreement Alterations and Amendments

This Agreement may be amended or altered upon execution of a written mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

- 11.1 Changes to the points of contact information may be provided in writing by email to the other Party within 10 days of any such change and enter into a written amendment to memorialize such change.
- 11.2 Without need for written amendment, in its sole discretion, the WSP may require changes in Records formats, report forms and other business rules. The Agency will be notified when any changes or updates to these requirements occur, and the Agency shall comply with any such changes.
- 11.3 WSP shall advise the Agency of any changes to *Attachment C (eTRIP Committee Training)* within five (5) business days of the change taking effect, without need for written amendment.

12. Termination

Either Party may terminate this Agreement upon 30 days' prior written notification to the other Party. If this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement before the effective date of termination.

13. Disputes

If a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each Party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the Parties hereto. As an alternative to this process, either Party may request intervention by the Governor, as provided by [RCW 43.17.330](#), in which event the Governor's process will control.

14. Governance

This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington, and any applicable federal laws and WSP policy. The provisions of this Agreement shall be construed to conform to those laws and policy.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute, rule, or policy, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state statutes and rules;
2. The terms of this Agreement;
3. Statement of Work for Data Security Requirements (Attachment A);
4. WSP Policy; and
5. Any other provisions of the Agreement, including material incorporated by reference.

15. Assignment

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either Party in whole or in part.

16. Waiver

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a written amendment executed between the Parties.

17. Hold Harmless

To the extent allowable by law, each Party shall defend, protect, and hold harmless the other Party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that Party's employees, agents, and/or authorized subcontractor(s) while performing under this Agreement.

18. Subcontracting

Subcontractors are not allowed under this Agreement.

19. Severability

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

20. Termination of Access

Each Party may at its discretion disqualify an individual authorized by the other Party from gaining access to Records or Confidential Information. Termination of access of one individual by either Party does not affect other individuals authorized under this Agreement. The Party requiring disqualification shall notify the other Party of the disqualification within 48 business hours of the event.

21. Filing Requirements

This Agreement may be required to be filed with the Department of Enterprise Services pursuant to Chapter 39.26, 39.34.040, and 34.080 RCW. No contract so filed is effective nor shall work commence under it until the tenth (10th) working day following the date of filing.

22. Governing Law

This Agreement shall be governed in all respects by the laws of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington

23. Antidiscrimination - SB 5186

23.1 **Nondiscrimination Requirement.** During the term of this Agreement, Agency shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Agency shall give written notice of this nondiscrimination requirement to any labor organizations with which Agency has a collective bargaining or other agreement.

23.2 **Obligation to Cooperate.** Agency shall cooperate and comply with any Washington state agency investigation regarding any allegation that Agency has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

23.3 **Default.** Notwithstanding any provision to the contrary, WSP may suspend Agency upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3). Any such suspension will remain in place until WSP receives notification that Agency is cooperating with the investigating state agency. In the event Agency is determined to have engaged in discrimination identified at RCW 49.60.530(3), WSP may terminate this Agreement in whole or in part, and Agency may be referred for debarment as provided in RCW 39.26.200. Agency may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

24. Supplier Diversity

This Agreement is not subject to Subcontractor Payment Reporting.

25. Agency Contacts

The below-listed Contacts for each of the Parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contacts for the Agency are:	The Contacts for the WSP are:
Carlos Quiles, Chief of Police <i>(Signing Authority Name)</i> <i>(Record Sharing Agreement Issues)</i> City of Tumwater 555 Israel Rd SW Tumwater, WA 98501 Phone: 360-754-4200 Email: cquiles@ci.tumwater.wa.us	<u>Debra Peterman, TraCS Program Manager</u> Washington State Patrol PO Box 42622 Olympia WA 98504-2622 Phone: 253-753-8285 Email: debbie.peterman@wsp.wa.gov <u>Jamie Ralkey, TraCS Support Specialist</u> <i>(Technical Issues and Change Requests)</i> Phone: 360-705-5999 Email: TraCS@wsp.wa.gov

26. Public Disclosure

The Parties acknowledge that both Parties are subject to Chapter 42.56 RCW and that this Agreement shall be a public record as defined in the Public Records Act. Any specific information claimed by either Party to be proprietary information must be clearly identified as such. To the extent consistent with Chapter 42.56 RCW, the Parties shall maintain the confidentiality of all such information marked as proprietary information. If a public records request for a copy of this Agreement is received pursuant to Chapter 42.56 RCW, or if a public records request is received for Confidential Information, or other documentation related to the TraCS system, the receiving Party will give the furnishing Party ten days' written notice at the furnishing Party's last known address before releasing any documents that Party has marked as proprietary information. It is furnishing Party's responsibility to take legal action to obtain an injunction prior to the expiration of the ten days' notice. To the extent allowable by law, the furnishing Party will indemnify, defend, and hold harmless the receiving Party for release of documents related to this contract as required by law. Nothing contained in this Section or any other portion of this Agreement affects or modifies either Party's obligation to disclose public records under Chapter 42.56 RCW or other applicable law.

If either Party receives a public records request under Chapter 42.56 RCW for any records containing information subject to this Agreement, the receiving Party agrees to notify the other Party's Public Records Officer within five (5) business days and to follow the procedure set out in this section before disclosing any records. The WSP Public Records Section can be contacted at pubrecs@wsp.wa.gov.

The receiving Party must provide a copy of the records with proposed redactions to the furnishing Party within the time frame required by WSP Public Records Section. The furnishing Party will respond within ten (10) business days of receipt of the redacted records to identify concerns with disclosure of the records, propose any changes to the receiving Party's redactions, or request more time if needed. If the receiving Party disagrees with any of the furnishing Party's concerns or proposed changes, the receiving Party must notify the furnishing Party of that disagreement and provide them with a minimum of fifteen (15) business days to obtain a restraining order or injunction under RCW 42.56.540 before disclosing any records.

27. Force Majeure

Neither Party shall be liable to the other or deemed in default under this Agreement if and to the extent that such Party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the reasonable control of the Party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, floods, epidemics, or other similar occurrences. Notification: If either Party is delayed by force majeure, said Party shall provide written notification within forty-eight (48)

hours. The notification shall provide evidence of the force majeure to the satisfaction of the other Party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevented the Party from performing in accordance with this contract. Rights Reserved: Either Party reserves the right to cancel the Agreement during the time of force majeure, and the other Party Agency shall have no recourse against the cancelling Party.

28. Electronic Signatures

A signed copy of this document or any other ancillary document transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this document or such an ancillary document for all purposes. Approved signatures shall include wet ink scanned signatures, or certified electronic signatures. Uncertified electronic signatures are not considered valid signatures and shall not be accepted.

29. All Writings Contained Herein

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. Notwithstanding any provision to the contrary, in no event shall any unilateral documents such as "click-through agreements," software or web-based application terms and conditions, or any other unilateral agreement not specifically incorporated herein modify the terms and conditions of this Agreement.

Each party to this document, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this document and that its execution, delivery, and performance of this document has been fully authorized and approved, and no further approvals or consents are required to bind each party.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

STATE OF WASHINGTON
City of Tumwater

STATE OF WASHINGTON
WASHINGTON STATE PATROL

Signature
Name: Leatta Dahlhoff
Title: Mayor

Date

Signature
Name: Christopher Anderson
Title: Information Technology Division
Commander

Date

Attachment A:
Statement of Work for
Data Security Requirements

The Agency shall furnish the necessary personnel, equipment, material, or services and otherwise do all things necessary incidental to the performance of work as set forth below.

This Attachment A documents the security requirements for transferring, accessing, and protecting WSP's network, Records, or Confidential Information shared under the terms of this Agreement.

1. Description of Records

TraCS Records consist of three primary parts:

Part One: The TraCS Forms Manager is used by law enforcement officers and prosecutors across the State of Washington to collect Data and to create, print, and file electronically NOI/NOCC, PTCR, DUI Arrest Reports, Warnings/Correction Notices, Tow/Impound Forms, and Marine Law Enforcement Vessel Inspection and Warning forms.

Part Two: The TraCS Configuration Manager is used by Local Agency System Administrators (LASA) to manage Agency User Accounts

Part Three: All eTRIP Committee partner agency applications that receive and process Records collected on the NOI/NOCC, PTCR, DUI Arrest Reports, Warnings/Correction Notices, Tow/Impound Forms, and Marine Law Enforcement Vessel Inspection and Warning forms and all other TraCS Forms, current or future, either through TraCS (or on paper forms).

2. Agency Responsibilities

The Agency certifies that it operates computers to create or review NOI/NOCC, PTCR, DUI Arrest Reports, Warnings/Correction Notices, Tow/Impound Forms, and Marine Law Enforcement Vessel Inspection and Warning forms pursuant to federal, state, and local requirements using TraCS. Under this Agreement the responsibilities of the Agency are:

- a. The Agency shall designate LASA as the primary contact for TraCS and who will receive TraCS Administrator training. The LASA shall:
 - Document and submit recommendations for modification of TraCS via the change request process;
 - Manage the connection(s) needed to move Records between the TraCS application to the TraCS database;
 - Provide support for Agency Users and reviewers;
 - Update required Agency processes with the parameters of TraCS; and
 - Contact the WSP Information Technology Division Customer Services to initiate a work order for problem resolution and tracking.
- b. Agency support staff will install TraCS software on Agency-owned equipment. The Agency will not share the TraCS installation package with any third party not specifically bound by the confidentiality obligations of this Agreement.
- c. The Agency will adhere to the TraCS application standards for the computing environment as published by WSP and documented in the Agency application for use of the TraCS system. The Agency will make its electronic reporting equipment and system secure and prevent unauthorized use. The Agency will ensure Agency equipment maintains current virus checking software. If the Agency equipment becomes infected, the Agency will take all necessary steps to remove the virus and ensure the virus is not transmitted to the TraCS server located at and maintained by the WSP.
- d. Agency Users and reviewers will send/transmit PTCRs, NOIs, and NOCCs electronic records regularly and promptly. All Agency Users and reviewers will adhere to the training program.

Attachment A:
Statement of Work for
Data Security Requirements

- e. The Agency will be responsible for all required hardware and software purchased for the Agency use of the TraCS application and the transmittal of electronic records to the WSP, including Agency personnel, operating, maintenance, and Records transmission costs. Any costs associated with the Agency interfacing with the TraCS database through JINDEX will be the responsibility of the Agency.

3. WSP Responsibilities

- a. The WSP will provide TraCS software to the Agency at no charge. Maintenance of the TraCS Client application is provided by a third-party vendor Technology Enterprise Group, Inc. (TEG) and the WSP, including maintaining TraCS baseline code, compliance with the business rules, Records formats, and standardized forms. the WSP will provide a secure environment for electronic Records, and retain these Records according to federal and state laws and regulations. the WSP will also provide the Agency with any evasive action required to protect the TraCS computing environment from significant risk.
- b. The WSP will create LASA accounts, train the LASA, and assist the LASA in administration of agency accounts.
- c. The WSP will provide a change request/control process via the ServiceNow application; coordinate change requests describing issues or enhancements through the eTRIP Committee; and provide notification of application modifications at least 30 days in advance of implementation, unless the change is required for immediate security or compliance purposes.
- d. The WSP will transmit NOIs and NOCCs to AOC, and transmit PTCRs to WSDOT and DOL via the JINDEX application.
- e. The WSP reserves the right to review and approve Agency equipment security measures and to suspend or withhold service if a security risk to the TraCS exists or if the Agency fails to correct a known security deficiency with a reasonable time. The WSP shall provide the Agency with written notice of the required correction and the reason for the suspension. Service will be restored upon correction of the security issue to the reasonable satisfaction of the WSP. This includes validation of current virus checking software packages.
- f. The WSP will provide system requirements to Agency during the application process and will answer questions when asked by the Agency regarding security and system requirements.
- g. The WSP will support eTRIP Committee sanctioned training.
- h. The WSP Information Technology Division Customer Services will provide first-level telephone support twenty-four (24) hours-a-day, seven (7) days-a-week to assist the Agency in resolving problems with the TraCS system. Agencies may call (360) 705-5999 to request support. This support is limited to resolutions for routine questions on the TraCS application and processes, including troubleshooting and password resets, and using pre-defined policies and procedures. Items not immediately resolved by the WSP/ITD/CSU will be escalated to the WSP/ITD/TraCS Support; this higher level of support is provided during regular business hours, Monday through Friday.

4. Use of Records

Except as otherwise outlined in this Agreement or required by law, the Records provided by either Party shall be used and accessed only for the limited purposes of carrying out activities pursuant to this Agreement as described herein. The Records shall not be duplicated or disclosed to any third except as authorized in Section 6.1 of the Agreement. Each Party shall not use the Records provided for any purpose not specifically authorized under this Agreement.

Attachment A:
Statement of Work for
Data Security Requirements

The Party to this Agreement that receives personal information from another state agency must protect it in the same manner as the original agency that collected the information pursuant to [Executive Order 00-03](#).

5. Copyrights

For all purposes under Title 17 U.S.C., the State of Washington shall be the copyright owner of all copyrightable material which originates from this Agreement, including but not limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, or sound reproductions. Ownership includes the right to use, copyright, patent, register, and transfer these rights. Notwithstanding the foregoing, Agency shall retain copyrights on all Agency owned copyrightable materials.

6. Security of Records

Each Party shall take due care to protect the shared Records from unauthorized physical and electronic access, as described in this Agreement, to ensure the Parties are in compliance with all appropriate federal laws, Criminal Justice Information Services (CJIS) Security Policy as appropriate, and applicable provisions of the State of Washington Office of the Chief Information Officer (OCIO) security standards.

7. Records Handling Requirements

The handling requirements and protective measures for (Restricted) Confidential Information or Records while in motion and at rest are as follows:

a. GENERAL ACCESS:

Access to the TraCS application is based on business need-to-know. It is explicitly authorized by the WSP Record owner to specific individuals.

b. Transmission of Records:

- i. Electronic file transfer— Secure file transfer (encrypted) required
- ii. Transmission by mail—Traceable delivery required (e.g., messenger, federal or commercial carrier, certified, return receipt mail)
- iii. Transmission by facsimile to a facility that is not secure is prohibited
- iv. Electronic Mail – Encrypted files/attached to email required
- v. Portable Storage Media, e.g., CDs, DVDs, USB flash drives, tapes, etc. – Encryption Required

c. Print:

Store in a secured and lockable enclosure.

d. Copying:

Photocopying equipment use electronic storage devices to process the photocopied/ scanned images. Any electronic storage devices in the photocopying equipment must be either wiped or destroyed upon termination of this Agreement

e. Media Disposal:

- i. Printed materials (reports and documents): Destruction is required (recycling is prohibited). Crosscut shredding of printed material is approved. The use of certified, marked, and locked bins to hold printed material until it is shredded is appropriate.
- ii. Removable magnetic or optical storage media (tape, diskettes, CDs): Media must be destroyed or deposited in certified bins specifically designated for magnetic media or "cleaned" using a U.S. Department of Defense-standard Data cleaning program and then may be reused. Note: Inoperable electronic media must be destroyed. For example, failed hard disks are not returned to the manufacturer, but are destroyed.

f. Physical Security of Data (Records):

Access to areas containing the Data (Records) must be physically restricted. Records must be locked when left unattended.

Attachment A:
Statement of Work for
Data Security Requirements**g. Electronic Records at Rest:**

If there is a need for Records to be stored on any of the Recipient's devices, the Agency must assure unauthorized access cannot take place, including but not limited to session locks with password protection when the computer is on and left unattended. Records stored on non-WSP equipment must be encrypted utilizing FIPS 140-2 certified encryption software as required by Section J(iv) below.

h. Authentication of User Identity:

- i. Authentication from inside a WSP facility for the Agency staff to access internal LAN and computer systems requires User ID and password.
- ii. Authentication for the Agency staff from a location outside of a WSP facility requires strong authentication (e.g., digital certificates, hardware, tokens, biometrics, etc.).

i. Records Recovery:

If either Party experiences loss of the Records or equipment obtained or maintained pursuant to this Agreement, that Party shall promptly provide written notification to the other Party's Contract Manager.

j. Systems Management:

The Agency shall ensure all systems, including portable systems, are maintained with all best security practices equal to WSP's including but not limited to:

- i. Install and maintain commercially available antivirus program
- ii. Maintain current levels of security patches on operating systems
- iii. Utilize firewalls
- iv. Utilize FIPS 140-2 certified encryption software with proper configurations
- v. Maintain physically secure areas for information systems
- vi. Monitor logs
- vii. Utilize an established incident plan
- viii. Report incidents involving WSP Data

Attachment B:
Data Classification and Method of Data Access

RECORDS CLASSIFICATION DECLARATION

Records described in this Data Sharing Agreement are assessed to be in the following confidentiality classification:

CONFIDENTIAL

A Data classification for Data that, due to its sensitive or private nature, requires limited and authorized access. Its unauthorized access could adversely impact the agency legally, financially or damage its public integrity.

RESTRICTED CONFIDENTIAL

A Data classification for the most sensitive medical and business Data within the agency. It is confidential (as defined above), however, with a need for added protection. Its unauthorized access would seriously and adversely impact the organization, its customers, employees, or business partners.

METHOD OF RECORDS ACCESS

Method of Access/Transfer

The Data shall be provided by the WSP in the following format:

- Encrypted Data on CD-ROM
- Encrypted electronic mail
- Encrypted files/Data attached to electronic mail
- US or CMS mail
- Secure file transfer
- On-line application
- Network assessment
- Direct connection to the network –and security information to assure Client connectivity.
- Other:

Frequency of Records Exchange

- One time: Records shall be delivered by (date)
- Repetitive: frequency or dates
- As available

AUTHORIZED ACCESS TO RECORDS

Access to the TraCS Records is limited to individual agency staff and business partners who are specifically authorized and who have a business need-to-know. In accordance with the terms contained herein and prior to making the Records available, the Agency shall notify all staff with access to the Records of the use and disclosure requirements.

Attachment C:
eTRIP Committee Training

1. TRAINING REQUIREMENTS

- a. Training courses conducted must be coordinated with the Washington Association of Sheriffs and Police Chiefs (WASPC) TraCS Training Coordinator.
- b. Each Agency User must attend a WASPC sponsored training course.
- c. WASPC will provide a course attendee list to the WSP for User account creation.

TO: City Council
FROM: Brian Hurley, Fire Chief
DATE: May 19, 2026
SUBJECT: Memorandum of Understanding with the Port of Olympia for Aircraft Rescue and Firefighting Radio Equipment

1) Recommended Action:

Authorize the Mayor to sign the Memorandum of Understanding with the Port of Olympia for Aircraft Rescue and Firefighting Radio Equipment.

The Memorandum of Understanding was recommended for approval on the consent calendar at the May 12, 2026 Public Health and Safety Committee meeting.

2) Background:

The Tumwater Fire Department provides Aircraft Rescue Firefighting services at the Olympia Regional Airport in partnership with the Port of Olympia. Communication between responding fire units, the control tower, and aircraft is critical when responding to an emergency. Special radios are needed since fire units typically operate on a different radio band than the control tower and aircraft. Under this agreement the Port will provide five portable radios for Tumwater Fire units.

3) Policy Support:

Focus Area: Health and Safety
Goal Statement: Provide and sustain quality public safety services.

4) Alternatives:

None

5) Fiscal Notes:

None

6) Attachments:

A. MOU with the Port of Olympia for Aircraft Rescue Firefighting Radio Equipment

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**CITY OF TUMWATER
AND
THE PORT OF OLYMPIA**

**FOR
AIRCRAFT RESCUE AND FIRE FIGHTING RADIO EQUIPMENT**

The City of Tumwater, a Washington municipal corporation (hereinafter “Tumwater”), and the Port of Olympia (hereinafter “Port”), both being parties to the Letter of Agreement (“LOA”) for Emergency Services between the Olympia Federal Aviation Administration (FAA) Contract Tower (ATCT), Tumwater Fire Department and Port of Olympia dated May 1, 2025, agree as follows:

1. In support of Tumwater’s provision of Aircraft Rescue and Fire Fighting (ARFF) services to the Olympia Regional Airport, the Port will provide to Tumwater radio equipment, as defined in Exhibit A, which is necessary for Tumwater to meet the purposes of the LOA.
2. Tumwater shall have the right to use the radio equipment provided by the Port for training and emergency response services in compliance with Port policies, ATCT LOA, and FAA regulations.
3. Tumwater shall be responsible for the maintenance and operation of the radio equipment and will reimburse the Port for, or replace, any radios, batteries, or accessories damaged or destroyed during the term of this MOU.
4. The term of this Agreement shall commence on May 1, 2026 and terminate on December 31, 2027. This Agreement may be extended or terminated upon mutual agreement between the parties.

IN WITNESS WHEREOF the parties hereto have entered into this Agreement as of the date of the last signature hereon.

Attachment A

PORT OF OLYMPIA

CITY OF TUMWATER

Date: _____
Chris Paolini
Airport Senior Manager

Date: _____
Leatta Dahloff
Mayor

ATTEST

Melody Valiant, City Clerk Date

APPROVED AS TO FORM

Karen Kirkpatrick, City Attorney Date

EXHIBIT A

**AIRCRAFT RESCUE AND FIRE FIGHTING
RADIO EQUIPMENT**

Value of equipment at time of purchase (October 2025), including sales tax: \$1,209.44

<u>Radios</u>	<u>Serial #</u>
ICOM A16 VHF Airband Handheld Radio	41024571
ICOM A16 VHF Airband Handheld Radio	41024577
ICOM A16 VHF Airband Handheld Radio	41024578
ICOM A16 VHF Airband Handheld Radio	41024579
ICOM A16 VHF Airband Handheld Radio	41024580

<u>Accessories</u>	<u>Model #</u>
Antenna (5 each)	FA-B02AR
Battery Pack (5 each)	BP-280
Charger (5 each)	BC-213
AC Adapter (5 each)	BC-123SA
Belt Clip (5 each)	MB133

TO: City Council
FROM: Colby Fletcher, Construction Manager
DATE: May 19, 2026
SUBJECT: Additional Construction Funds Request with Active Construction Inc. for the 2nd Avenue Pedestrian and Bicycle Improvements project

1) Recommended Action:

Approve and authorize the increase to the change order authority provided to the Transportation and Engineering Director under Tumwater Municipal Code 2.14.060 from 10 percent to 20 percent for the 2nd Avenue Pedestrian and Bicycle Improvements project.

This was recommended for approval on the consent calendar at the May 7, 2026, Public Works Committee Meeting.

2) Background:

The 2nd Avenue Pedestrian and Bicycle Improvements Project addresses traffic congestion, bicyclist safety, and pedestrian accessibility deficiencies in the vicinity of 2nd Avenue and Linwood Avenue. The project includes construction of a roundabout, bike lanes, new sidewalks and curb ramps, street lighting, landscaping, school and residential access improvements, and upgrades to City utilities in accordance with associated planning documents.

The City Council awarded the construction contract to Active Construction Inc. in the amount of \$3,545,545.00. The project is currently under construction and is anticipated to be completed by Fall 2026.

Per Tumwater Municipal Code (TMC) 2.14.060, Change orders or contract amendments, *"In addition to, and without limiting, the authority granted elsewhere in this chapter, a department director is authorized to approve and sign contract change orders or contract amendments, provided the total change order or contract amendment does not exceed the original contract amount by more than ten percent and sufficient funds are available within the existing budget."* Current estimates indicate construction costs will exceed the contract bid amount by more than 10 percent, which exceeds the authority provided to staff under TMC 2.14.060. Accordingly, staff are proactively requesting City Council approval to increase change order authority to align with the project total construction cost and to avoid potential delays or claims associated with payment processing.

Cost increases are attributed to a variety of unforeseen conditions encountered during construction, including unknown utility conflicts, existing infrastructure not meeting current standards, discovery of previously unidentified obstructions, expanded utility work due to deteriorating infrastructure within the project limits, increased pavement and storm drainage improvements necessitated by poor existing conditions, and market volatility in oil prices affecting material costs.

3) Policy Support:

Strategic Priorities & Goals 2026-2032

Create and Maintain a Transportation System Safe for All Modes of Travel

- Implement 2nd Avenue and Linwood Transportation Plan
- Bike and pedestrian system improvements

4) Alternatives:

- Reject the request for additional funds and do not complete project construction.

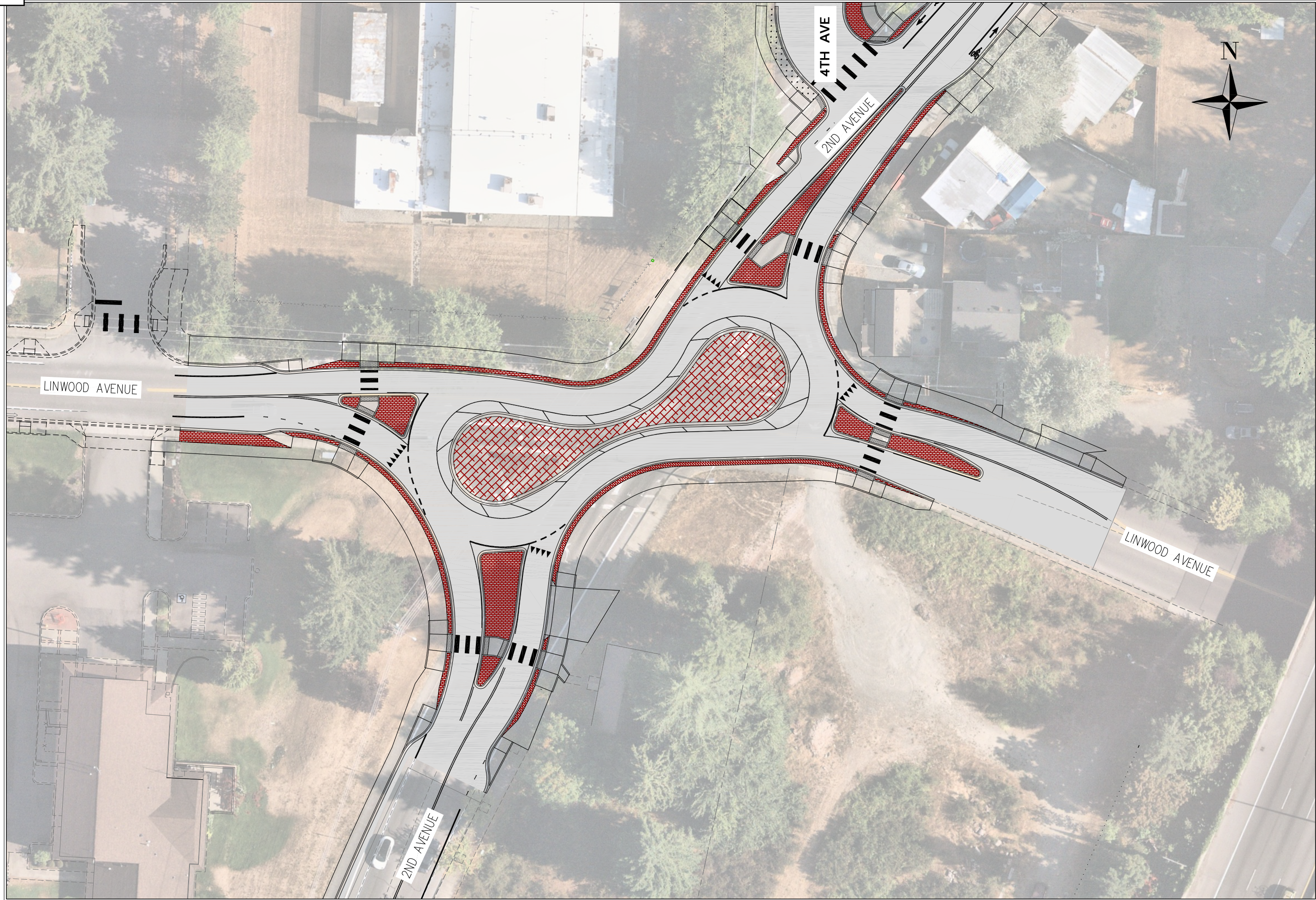
5) Fiscal Notes:

The funds are available in the Transportation CFP, Water CFP, and TBD. A portion of the project is funded by a Safe Routes to School grant.

The additional construction costs for this project will be funded under the city CFP funds and TBD fund as applicable.

6) Attachments:

- A. Project Overview



DESIGNED BY: _____
 DRAWN BY: _____
 CHECKED BY: _____
 APPROVED BY: _____
 SCALE: H V

CITY OF TUMWATER
 TRANSPORTATION AND
 ENGINEERING DEPARTMENT
 555 ISRAEL ROAD SW, TUMWATER, WA 98501
 Phone: (360) 754-4140

REVISIONS: _____
 DATE: _____

PROJECT
**2ND AVENUE PEDESTRIAN &
 BICYCLE IMPROVEMENTS**
 PROJECT OVERVIEW

JOB : _____
 DATE: _____
 INDEX: _____
 SHEET: 1 OF 2



MATCH LINE SEE SHEET 1 FOR ROUNDABOUT

DESIGNED BY: _____
 DRAWN BY: _____
 CHECKED BY: _____
 APPROVED BY: _____
 SCALE: H V

CITY OF TUMWATER
 TRANSPORTATION AND
 ENGINEERING DEPARTMENT
 555 ISRAEL ROAD SW, TUMWATER, WA 98501
 Phone: (360) 754-4140

REVISIONS: _____
 DATE: _____

PROJECT: **2ND AVENUE PEDESTRIAN & BICYCLE IMPROVEMENTS**
PROJECT OVERVIEW

JOB : _____
 DATE: _____
 INDEX: _____
 SHEET: **2 OF 2**

TO: City Council
FROM: Michelle Sutherland, Administrative Services Director
DATE: May 19, 2026
SUBJECT: Ordinance 2026-015 TMC 2.10.040 Chief of Police appointment/duties

1) Recommended Action:

Adopt Ordinance No. O2026-015 amending Tumwater Municipal Code Section 2.10.040, Chief of police appointment/duties.

This Ordinance was recommended for adoption on considerations at the May 12, 2026, Public Health & Safety Committee.

2) Background:

Across Washington municipalities, governance models vary. A growing number of cities utilize a “mayor appoints, council confirms” structure for critical executive leadership positions, particularly for roles with significant public safety, fiscal, legal, and community impact. Requiring Council confirmation of the Chief of Police role ensures the appointment reflects both executive leadership as well as the legislative body representing the community. Using this model promotes increased transparency in the Chief of Police selection, broader community representation through elected Council participation, and allows for greater confidence in public safety leadership.

3) Policy Support:

City of Tumwater Mission, Vision, Values

The following recommendations supports the council priority of “Tumwater Excellence” to refine and sustain a great organization.

4) Alternatives:

Maintain current appointment structure.

5) Fiscal Notes:

None.

6) Attachments:

A. Ordinance 2026-015 TMC 2.10.040 Chief of Police appointment/duties.

ORDINANCE NO. O2026-015

AN ORDINANCE of the City Council of the City of Tumwater, Washington, amending Tumwater Municipal Code Section 2.10.040, Chief of police appointment/duties, to provide for council confirmation as more particularly described herein.

WHEREAS, RCW 35A.12.020 provides the appointive officers shall be those provided for by ordinance and shall include a chief law enforcement officer; and

WHEREAS, RCW 35A.12.090 grants the mayor the power of appointment and removal of all appointive officers; and

WHEREAS, pursuant to RCW 35A.12.090 confirmation by the city council of appointments of officers and employees shall be required only when the city council by ordinance provides for confirmation of such appointments; and

WHEREAS, the city council now desires for the position of the chief of police to be appointed by the mayor and confirmed by a majority vote of the city council,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUMWATER, STATE OF WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Section 2.10.040, Chief of police appointment/duties, of the Tumwater Municipal Code is hereby amended to read as follows:

2.10.040 Chief of police appointment/duties.

A. There is created the position of chief of police for the city. The chief of police shall be appointed by the mayor; Such appointment shall be subject to confirmation by a majority vote of the city council. ~~with such compensation~~ Compensation payable to the chief ~~as~~shall be established in each annual budget.

B. The chief of police shall have charge of the police department employees and shall perform those duties and have such responsibilities as are prescribed by law and as may be determined from time to time by the city administrator and/or mayor.

(Ord. O2011-002, Amended, 03/01/2011; Ord. O96-030, Amended, 10/15/1996; Ord. 1117, Amended, 07/07/1987; Ord. 247, Added, 07/07/1948)

Section 2. Corrections. The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 3. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 4. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the ordinance, or the validity of its application to other persons or circumstances.

Section 5. Effective Date. This ordinance shall become effective five (5) days after passage, approval and publication as provided by law.

ADOPTED this _____ day of _____, 2026.

CITY OF TUMWATER

Leatta Dahlhoff, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____

Ordinance No. O2026-015 - Page 2 of 2