



**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, September 01, 2026
7:00 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Flag Salute**
- 4. Special Items:**
 - [a.](#) Proclamation: National Hispanic Heritage Month, September 15 – October 15, 2026
 - [b.](#) Proclamation: National Voter Registration Day, September 15, 2026
- 5. Public Comment:** (for discussion of items not having a public hearing on tonight's agenda)
- 6. Consent Calendar:**
 - [a.](#) Payment of Vouchers (Finance Department)
 - [b.](#) Lease Agreement with South Puget Sound Community College Addendum 1 (Public Works Committee)
 - [c.](#) Percival Creek Fish Passage Barrier Removal Project – Request for Increase to Change Order Authority (Public Works Committee)
- 7. Council Considerations:**
 - [a.](#) Economic Development Quarterly Update (Executive Department)
 - [b.](#) 2027-2029 Collective Bargaining Agreement with the Tumwater Police Guild (Administrative Services Department)
 - [c.](#) Lease Agreement with Lacey Fire District 3 for Shower Trailer (Fire Department)
- 8. Mayor/City Administrator's Report**
- 9. Councilmember Reports**
- 10. Any Other Business**
- 11. Adjourn**

Hybrid Meeting Information

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

https://us02web.zoom.us/j/84357066788?tk=M4XBT72ImPNKxMeEJHrKA_objpWXbqb6CKvg726GU_OE.DQkAAAATpBKwJBZyTlILZnlQeFJKQ2FTRTlyMzd4YndRAAAAAAAAAAAAAAAAAAAAAA&pwd=47lorRbaA3ZxBXMx6BOdhBpp7b796X.1&uuid=WN_JESzvNETRp2AN-Sce5XuCA

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 843 5706 6788 and Passcode 831854.

https://us02web.zoom.us/webinar/register/WN_JESZvNETRp2AN-Sce5XuCA

As an alternative, prior to the meeting, the public may submit comments by sending an email to council@ci.tumwater.wa.us, 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.

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

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: Brittaney McClanahan, Executive Assistant
DATE: September 1, 2026
SUBJECT: Proclamation: National Hispanic Heritage Month, September 15 – October 15, 2026

1) Recommended Action:

Informational Only.

2) Background:

September 15 – October 15 is National Hispanic Heritage Month. The City of Tumwater has invited members of the Hispanic Roundtable of South Sound to accept the proclamation and say a few words.

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, each year, Americans observe National Hispanic Heritage Month from September 15 to October 15, by celebrating the histories, cultures and contributions of those whose ancestors came from Spain, Mexico, the Caribbean and Central and South America; and

WHEREAS, the observance began in 1968 when Congress passed Public Law 90-498 authorizing and requesting the President to issue an annual proclamation of National Hispanic Heritage during mid-September; and

WHEREAS, Hispanic Americans have made exceptional contributions throughout our history in areas including science, medicine, business, law, sports, education, government and military. Our culture has been enriched by the art, food, music, literature, and creativity of Hispanic people; and

WHEREAS, National Hispanic Heritage Month is a time to honor the many ways Hispanics, Latinos, and Latinx contribute to Tumwater, celebrate diverse cultures, and work toward a stronger, more inclusive, and prosperous community for all; and

WHEREAS, understanding the lived experiences of Hispanics in Tumwater is critical to the creation of City services, development, infrastructure, programs, and investments with mutual benefits for all who reside in our community.

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

National Hispanic Heritage Month

September 15 - October 15, 2026

and I urge people to join me in learning and participating in events that celebrate the rich Hispanic cultural traditions.

Signed in the City of Tumwater, Washington, this 1st day of September in the year, two thousand twenty-six.



Leatta X Dahlhoff

Leatta Dahlhoff
Mayor

TO: City Council
FROM: Brittaney McClanahan, Executive Assistant
DATE: September 1, 2026
SUBJECT: Proclamation: National Voter Registration Day, September 15, 2026

1) Recommended Action:

Informational Only.

2) Background:

September 15 is National Voter Registration Day. Lara Karlson, Election Technician, from the Thurston County Auditor's Office, will be present to accept the proclamation and say a few words.

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, registering to vote empowers eligible citizens to exercise their right to vote on Election Day; and

WHEREAS, the City of Tumwater and Thurston County are committed to strengthening democracy by encouraging voter registration and increasing participation in all elections; and

WHEREAS, civic-minded people and organizations have collaborated to establish National Voter Registration Day on September 16, 2025; and

WHEREAS, the goal for the 2026 National Voter Registration Day is to create awareness of elections and motivate eligible citizens to vote in coming months; and

WHEREAS, the strength of our democracy depends on the willingness of our citizens to participate by choosing the people who will lead us and by voicing their opinions on important matters that will come before the voters on Election Day; and

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

September 15, 2026
National Voter Registration Day

and I encourage all eligible City of Tumwater residents to register to vote, to vote when they receive their ballot, and to encourage their neighbors to vote.

Signed in the City of Tumwater, Washington, and recognized on this 1st day of September in the year, two thousand twenty-six.



Leatta Dahlhoff

Leatta Dahlhoff
Mayor

TO: City Council
 FROM: Silvia Torres-Torrero, Accounting Technician
 DATE: September 01, 2026
 SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff are seeking City Council ratification of:

- August 14, 2026, payment of Eden vouchers 175080 to 175088 in the amount of \$2,282.78; payment of Enterprise vouchers 190901 to 190975 in the amount of \$1,208,021.56, and electronic payments 907499 to 907532 in the amount of \$359,671.28 and Wire payment of \$343,498.44
 - August 21, 2026, payment of Eden vouchers 175089 to 175109 in the amount of \$2,639.63; payment of Enterprise vouchers 190976 to 191024 in the amount of \$214,219.16 and electronic payments 907533 to 907571 in the amount of \$175,172.63
-

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		
Name	Amount	Description
Revival Plumbing Solutions	\$ 67,689.12	Labor/Supp Wastewater Supply-T2 Temp Housing
Olympic Flight Museum	\$ 46,833.00	Full 206 LTAC Payout
Core & Main LP	\$ 35,298.18	Water Shop Inventory - 3/4" Meters
RH2 Engineering	\$ 30,622.23	SW Reservoir
CDW	\$ 22,297.74	Ninja 2026 Renewal
CDW	\$ 21,961.73	Darktrace - Year 1 of 3
HDR Engineering	\$ 20,447.53	HDR Tumwater Blvd NB I-5

* 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 190901 through 190975 in the amount of \$1,208,021.56

Electronic payment Nos 907499 through 907532 in the amount of \$359,671.28

Wire payments in the amount of \$343,498.44

Eden

Voucher/Check Nos 175080 through 175088 in the amount of \$2,282.78

Silvia Torres-Torrero

Accounting Technician – Accounts Payable

Checks dated 08/14/2026

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 190976 through 191024 in the amount of \$214,219.16

Electronic payment Nos 907533 through 907571 in the amount of \$175,172.63

Eden

Voucher/Check Nos 175089 through 175109 in the amount of \$2,639.63

Silvia Torres-Torrero

Accounting Technician – Accounts Payable

Checks dated 08/21/2026

TO: City Council
 FROM: Dan Smith, Water Resources & Sustainability Director
 DATE: September 1, 2026
 SUBJECT: Lease Agreement with South Puget Sound Community College Addendum 1

1) Recommended Action:

Approve and authorize the Mayor to sign the Addendum 1 for the Offsite Lease with South Puget Sound Community College via consent calendar.

This addendum was recommended for approval by the Public Works Committee at their August 20, 2026 meeting.

2) Background:

In September 2023, the Water Resources & Sustainability Department (WRS) moved to a new office space on the South Puget Sound Community College (SPSCC) campus due to office space limitations at City Hall. This partnership between SPSCC and the city resulted in expanded space for city personnel at both sites, including increased parking for staff, fleet, and public vehicles.

In the last three years, WRS has expanded and reached maximum capacity of the existing office space. SPSCC has offered WRS to add 160 square feet of additional space within the same building to the existing lease to provide an additional office space and small meeting space. Limited tenant improvements will be done for minor electrical needs and other miscellaneous office requirements, all of which are not to exceed a \$5,000.00 shared cost between Lessor and Lessee.

The lease is also being amended update the rent payment schedule from a monthly basis to quarterly, which reflects current practice.

3) Policy Support:

Tumwater Excellence: Refine and sustain a great organization.

- Support an environment of continuous learning and improvement for staff and Council.
-

4) Alternatives:

- ☐ Reject the amendment and require WRS staff to seek alternatives for accommodating employee needs.
-

5) Fiscal Notes:

Annual rent for the current office space on this lease totals \$61,299.00 or \$15,324.75 per quarter. With the addition of two personal office spaces, annual rent is increased to \$70,453.17, or 17,613.29 per quarter.

This lease is funded by the Drinking Water, Sanitary Sewer, and Stormwater funds and is sufficiently funded within WRS's 2025-2026 approved budget for lease expenses.

6) Attachments:

- A. Addendum 1 to Lease Agreement with South Puget Sound Community College
- B. Original Lease Agreement



ADDENDUM NO. 1 TO LEASE AGREEMENT

South Puget Sound Community College / City of Tumwater

This Addendum No. 1 ("Addendum") is entered into by and between **South Puget Sound Community College** ("Lessor") and the **City of Tumwater** ("Lessee") and amends that certain Lease Agreement dated September 15, 2023 (the "Lease") for premises located in Building 32, 2011 Mottman Road SW, Olympia, Washington.

Except as expressly modified herein, all terms and conditions of the Lease remain unchanged and in full force and effect.

This Addendum shall be effective as of September 15, 2026.

1. Premises – Additional Rooms

Article 1(a) (Premises) is hereby amended to include the following additional rooms:

- Rooms 101 and 102 are added to the leased Premises in Building 32.

All references to "Premises" within the Lease shall be deemed to include Rooms 101 and 102.

2. Rent Adjustment

Article 1(d) (Lease Amount) is amended as follows:

- Effective September 15, 2026, the rent for the Premises shall be Seventy Thousand Four Hundred Fifty-Three Dollars and Seventeen Cents (\$70,453.17) annually, payable in equal quarterly installments of Seventeen Thousand Six Hundred Thirteen Dollars and Twenty-Nine Cents (\$17,613.29). This increase is based on the Seattle-Tacoma-Bellevue Consumer Price Index (CPI-W, 1982-84=100, Half 1) and includes an additional Six Hundred Nine Dollars and Sixty Cents (\$609.60) for the addition of Rooms 101 and 102. Thereafter, for each successive year during the Lease Term, the annual Lease amount shall be adjusted by the Seattle-Tacoma-Bellevue Consumer Price Index (CPI-W, 1982-84=100, Half 1), provided, however, that no such annual adjustment shall exceed three percent (3%).

3. Tenant Improvements – Rooms 101 and 102

Article 8 (Repairs and Alterations) is amended to include the following:

- Lessee is hereby authorized, subject to the terms and conditions of the Lease, to undertake tenant improvement work within Rooms 101 and 102, including, without limitation, space reconfiguration, flooring, painting, electrical work, mechanical work, and such other related improvements as may be reasonably necessary for office use.



The total cost of the tenant improvements associated with Rooms 101 and 102 shall be a shared cost between the lessor and lessee. The shared cost for the City of Tumwater (lessee) shall not exceed Five Thousand Dollars (\$5000).

- All such improvements shall be performed in accordance with the terms of Article 8 of the Lease.

4. Full Force and Effect

Except as expressly modified by this Addendum, all terms and conditions of the Lease remain unchanged and in full force and effect.

5. Signatures

IN WITNESS WHEREOF, the parties have executed this Addendum No. 1 to Lease Agreement as of the dates set forth below.

LESSOR: South Puget Sound Community College By: _____ Name: Tysha Tolefree Title: Vice President for Finance and Operations Date: _____ Approved as to form: _____ Assistant Attorney General	LESSEE: City of Tumwater By: _____ Name: _____ Title: _____ Date: _____ Attest: _____ City Clerk Approved as to form: _____ City Attorney
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EXHIBIT B-1

LEASE AREA FLOOR PLAN – BUILDING 32

This Exhibit B-1 supplements Exhibit B to the Lease and reflects the addition of Rooms 101 and 102 to the Premises. Except as expressly stated herein, Exhibit B and all other terms of the Lease remain unchanged.

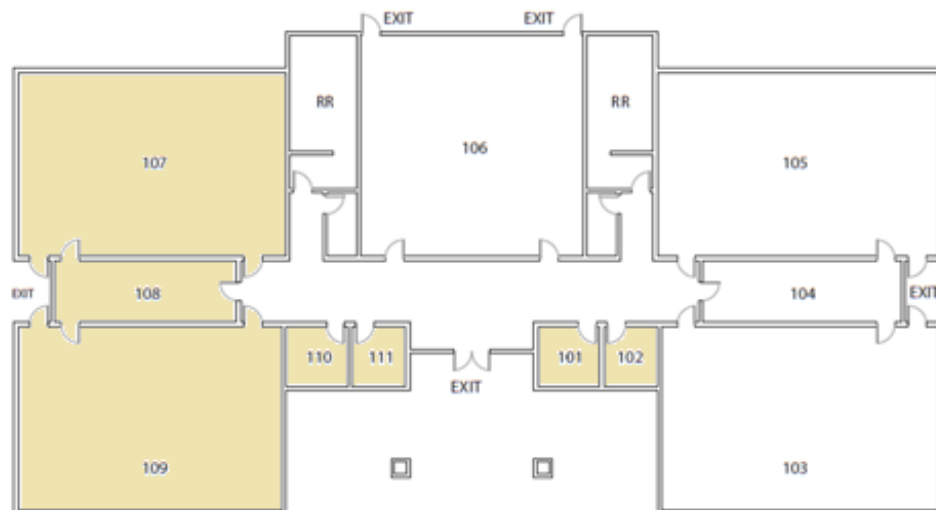
Updated Space Allocation – City of Tumwater

Room	Square Feet	Used By	Function
101	80	City of Tumwater	Office / Workspace
102	80	City of Tumwater	Office / Workspace
107	1,000	City of Tumwater	Offices / Work Room
108	250	City of Tumwater	Storage / Break Room
109	1,000	City of Tumwater	Offices
110	100	City of Tumwater	Meeting
111	100	City of Tumwater	Meeting

Revised Total Square Footage

- Existing Premises: 2,450 SF
- Additional Rooms (101 & 102): 160
- Total Revised Premises: 2610

BLDG. 32, NATURAL SCIENCES



AGREEMENT OF LEASE

THIS LEASE, dated September 15, 2023, is by and between, SOUTH PUGET SOUND COMMUNITY COLLEGE, hereinafter called "Lessor", and CITY OF TUMWATER, hereinafter called "Lessee".

1. NONSTANDARD PROVISIONS

The following entries constitute the nonstandard provisions of this Lease and are referred to elsewhere herein:

(a) Premises:

Building Name: Building 32, 2011 Mottman Road SW, Olympia WA 98512
Room Numbers: 107, 108, 109, 110, and 111.

(b) Approximate floor area of Premises: 2,450 Square Feet excluding Common Area

(c) The term of this Lease shall be five (5) years and shall commence on September 15, 2023 and end on September 14, 2028, inclusive. Any amendments to the contract must be made by mutual written consent of Parties.

(d) The Lease amount for the first two (2) years shall be Sixty-One Thousand Two Hundred Ninety-Nine Dollars and no cents (\$61,299.00) annually, payable in monthly installments. Beginning September 15, 2025, and in each successive year, the annual Lease amount shall be increased by the Seattle-Tacoma-Bellevue Consumer Price Index (CPI-W, 1982-84=100, Half 1), but in no case by an amount greater than three percent (3%) per year.

(e) Uses permitted on Premises:

Lessee shall operate an office including administrative and managerial activities, consultant and client meetings, document, equipment, and material storage, staff dining, and limited public presentations, networking and business events.

(f) Attached hereto, *Exhibit A: Memorandum of Lease between the City of Tumwater, Water Resources and Sustainability /South Puget Sound Community College Regarding Leasing of Building 32 Facility*, is hereby incorporated into this Lease and made a part hereof. In the case of conflict between Exhibit A and the terms of this Lease, this Lease shall take precedence.

2. PREMISES

Lessor hereby Leases to Lessee, and Lessee hereby leases from Lessor, upon the terms and conditions hereinafter set forth, those certain Premises, described in Article 1 (a) and (b) and shown outlined on the standard floor plan attached hereto marked Exhibit "B" and made a part hereof, in that certain Building to be known as SPSCC Mottman Campus Building 32, situated in the City of Olympia, County of Thurston, State of Washington, located at 2011 Mottman Road SW, hereinafter referred to as the "Building" and located on the following real property:

Mottman Campus parcel description: Parcel Number 12828110500

Abbreviated Legal Description: Section 28 / 27 Township 18 Range 2W Quarter NE / NW LYING WLY OF THE C/L OF PERCIVAL CREEK AND LYING ELY OF A LINE DESCRIBED AS: BAP ON THE N LINE OF SD SUBDIVISION 88-33-37E 800FT FROM NW COR.

Full Legal Description: Section 28 / 27 Township 18 Range 2W Quarter NE / NW LYING WLY OF THE C/L OF PERCIVAL CREEK AND LYING ELY OF A LINE DESCRIBED AS: BAP ON THE N LINE OF SD SUBDIVISION 88-33-37E 800FT FROM NW COR, THENCE S01-26-23W TO S LINE OF SD SUBDIVISION EXCEPTING PTN OF SD NE LYING NLY OF THE SLY LINE OF PLAT OF PERCIVAL CREEK DIV 1 AND SLY OF THE NLY LINE OF PLAT OF SOMERSET HILL, Parcels involved in project to administratively combine parcels for appraisal purposes ALSO for appraisal purposes only 28-18-2W NE4 Plat SECOND CAPITOL ADDITION TO OLYMPIA GLA090016OL PTN TR A Document 4092906 LYING IN OLYMPIA TCA, OTHER PTN TR A 73406100100 LYING IN TUMWATER TCA and for appraisal purposes only 27-18-2W NW4 Plat SECOND ADDITION TO OLYMPIA BLDG G Document 2408/0866 LESS CROSBY BLVD ROW3228527

3. USE

Premises may be used and occupied only for the purpose set forth in Article 1 (e) and for no other purpose or purposes without the written consent of Lessor. No use shall be made of Premises, no act done in or about Premises, which is illegal, unlawful, or which will increase the existing rate of insurance upon Building. Lessee shall not commit or allow to be committed any waste upon Premises, or any public or private nuisance or other act or thing which disturbs the quiet enjoyment of any other Lessee in Building, nor shall Lessee, without the written consent of Lessor, use any apparatus, machinery, or device in or about Premises which shall cause any substantial noise or vibration. If any of Lessee's office machines and equipment (other than normal small office equipment such as office equipment, computers, printers, and the like) should disturb the quiet enjoyment of any other occupants in Building, then Lessee shall provide adequate insulation, or take such other action as may be necessary to eliminate the disturbance. Lessee shall observe such reasonable rules and regulations as may be adopted and published by Lessor for the safety, care and cleanliness of Premises or Building and the preservation of good order therein. Lessee shall be entitled to the same right of quiet enjoyment from other occupants of the Building. Normal accessible Building hours are 7:00 a.m. to 10:00 p.m., Monday through Friday, with access on weekends as needed.

Lessor shall make available such areas and facilities for the common use of all tenants of the Building including lobbies, restrooms, parking areas, driveways, loading areas, access and egress, and walkways. Lessee and its employees, agents and invitees shall have the non-exclusive right to use the Common Areas as it pertains to the first floor as indicated in Exhibit B subject to reasonable rules and regulations of the Lessor.

Lessor represents that:

Lessor has authority to execute this Lease;

Lessor has title to the Premises free and clear of any encumbrances, liens or mortgages, except those encumbrances, liens and mortgages and matters of record, and these and any other matters disclosed and/or otherwise apparent to Lessee;

There is legal ingress and egress to the Premises from a public right of way; and Execution and performance of this Lease will not violate any laws or agreements binding the Lessor.

Lessor covenants and agrees with Lessee that upon Lessee paying the rent agreed and observing and performing all the terms, covenants and conditions of the Lease, Lessee may peacefully and quietly enjoy the Premises.

4. TERM

The term of this Lease shall be five (5) years and shall commence on September 15, 2023 and end on September 14, 2028, inclusive. This Lease may be terminated by either party at any time with six months written notice. Additional provisions within this lease identify specific circumstances in which the lease may be Terminated.

Option or options to extend this Lease for any additional terms after the initial term shall be by mutual written agreement of the parties. The Lessee will give written notice to the Lessor at least three months before the end of the Lease Term if Lessee wants to extend the lease. It is the intention that renewals will be negotiated.

5. RENT

Lessee shall pay Lessor the monthly rental which is set forth in Article 1 (d) in United States currency of the present standard of value in advance of the first (1st) working day of each calendar month during said term, at the office of Lessor in Building or at such other place as Lessor may from time to time designate in writing. The installment of rent payable for any portion, less than all, of a calendar month shall be a pro rata portion of the installment payable for a full calendar month. Late rent penalty of five percent (5%) of the monthly rent shall be immediately due for any rent paid later than the fifth (5th) of any month.

The monthly rental rate shall include water, sewer, stormwater, natural gas and electric utilities, garbage and recycling collection, and janitorial services. Lessee shall timely pay directly for telephone and cable services.

6. SECURITY DEPOSIT

No security deposit shall be required.

7. SERVICES

Lessor, at its sole cost, shall provide the services described in Exhibit "C" attached.

Lessor shall not be liable for damages, nor shall the rental herein reserved be abated for failure to furnish or delay in furnishing any of the foregoing services, when such failure or delay is caused by accident or conditions beyond the control of Lessor, or by labor disturbances or labor disputes of any character, or by inability to secure fuel, supplies, machinery, equipment or labor after reasonable efforts to do so, or by the making of necessary repairs or improvements to Premises or to Building. Nor shall a temporary failure of not more than 30-days to furnish any of such services because of an inability to secure labor or other means to provide such services be construed as an eviction of Lessee or relieve Lessee from the duty of observing and performing any of the provisions of this Lease.

8. REPAIRS AND ALTERATIONS

Lessee agrees by taking possession of Premises that Premises are then in a tenantable and good condition; that Lessee will take good care of Premises, and that Premises will not be altered or changed without the written consent of Lessor. Lessor specifically authorizes:

Lessee will complete tenant improvement activities, which include (but not limited to) internal remodel from two classrooms into an open space concept for 10 work stations and meeting space, construction of two walled offices, new carpet and paint, and other electrical, plumbing, or other work necessary to support the office spaces.

All damage or injury done to Premises by Lessee shall be paid for by Lessee and Lessee shall pay for all damage to the Building caused by Lessee's misuse to Premises or the appurtenances thereto. All repairs to Premises necessary to maintain Premises in a tenantable and good condition shall be done by or under the direction of Lessor and at Lessor's expense except as otherwise specifically provided herein. Lessee shall be responsible for the expense of repair and replacement to Lessee's installed equipment and improvements. Lessee shall pay for the replacement and maintenance of doors or windows of Premises which are cracked or broken by Lessee, its employees, agents or invitees. Lessee shall not make changes to locks on doors or add, disturb or in any way change any plumbing or wiring without first obtaining written consent of Lessor. Lessee shall not put any curtains, draperies or other hangings other than those coordinated with the Lessor on or beside the windows in Premises. Lessor may make any alterations or improvements which Lessor may deem necessary for the preservation, safety or improvements of the Premises except fixtures installed by Lessee and which are removable without damage to Building. Access to the Building for said work shall be coordinated between the Parties except for life safety and emergency conditions which require immediate attention. Lessee shall, at the termination of this Lease by the expiration of time or otherwise, surrender and deliver Premises to Lessor in as good condition as when received by Lessee from Lessor, reasonable use and wear and damage by fire or other casualty excepted.

9. ENTRY AND INSPECTION

Upon advance notice, Lessee will permit Lessor and its agents to enter into and upon Premises at all reasonable times for the purpose of inspecting the same or for the purpose of cleaning, repairing, altering or improving Premises or Building. When reasonably and actually necessary for such purposes, and in coordination with the Lessee, Lessor may temporarily close entrances, doors, corridors, elevators or other facilities without liability to Lessee by reason of such closure and without such action by Lessor being construed as an eviction of Lessee or relieve the Lessee from the duty of observing and performing any of the provisions of this Lease. Lessor shall have the right to enter Premises upon notice to Lessee during the hours of typical office use for the purpose of showing Premises to prospective Lessees for a period of ninety (90) days prior to the expiration of the Lease term.

10. DAMAGE OR DESTRUCTION

If Premises or Building are damaged by fire or other casualty which was not caused by the Lessee or the officers, equipment, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of the Lessee, the damage shall be repaired by and at the expense of Lessor, provided such repairs can be made within sixty (60) days after the occurrence of such damage without the payment of overtime or other premiums. Until such repairs are completed, the rent shall be abated in proportion to the part of Premises which is unusable by Lessee in the conduct of its business (but there shall be no abatement of rent by reason of any portion of Premises being unusable for a period

equal to one day or less). If such repairs cannot be made within sixty (60) days, then either party may, by written notice to the other, cancel this Lease. A total destruction of Building shall automatically terminate this Lease. Rent shall not be abated if fire or other casualty was caused by the Lessee, or the officers, equipment, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Lessee.

11. ADVERTISING

Lessor shall have the right to prohibit any advertising by Lessee which, in its opinion, tends to impair the reputation of the Building as a first class business or professional area.

12. SIGNS

Lessee will not inscribe, any inscription or post, place, or in any manner display any permanent exterior sign anywhere in or about the Leased Premises of Building, without first obtaining Lessor's written consent thereto. Lessee shall be responsible for the maintenance of all exterior signage to satisfaction of Lessor.

13. ACCIDENTS, INDEMNITY AND WAIVER OF SUBROGATION

Lessee shall defend, ~~and~~ indemnify, and hold harmless Lessor (including authorized agents and employees) from and against any and all liability, damages, costs, or expenses, including reasonable attorneys' fees and costs, rising from any act, omission, or sole negligence of Lessee, or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Lessee in or about the Premises, or arising from any accident, injury, or damage, howsoever and by whomsoever caused, to any person or property, occurring in or about the Premises, provided that the foregoing provision shall not be construed to make Lessee responsible for loss, damage, liability or expense resulting from injuries to third Parties caused by the negligence of Lessor (including authorized agents and employees).

Lessee and Lessor each hereby waive any right of recovery or subrogation against the other due to loss of or damage to the real or personal property of either party, and any business interruption loss or rental loss, when such loss or damage arises out of the Acts of God or any of the property perils whether or not such perils have been insured, self-insured or non-insured against.

14. INSURANCE

Lessee, at its sole expense, shall procure and maintain in full force and effect. Commercial general liability coverage in responsible companies qualified to do business in the State of Washington, which shall insure Lessee and his agents and employees against all claims for injuries or death to persons occurring in or about the leased Premises in the amount of at least \$2,000,000 for any one person and in the amount of \$2,000,000 for any one occurrence, and against all claims for damages to loss of property occurring in or about the leased Premises in the amount of \$2,000,000 or such other amounts as Lessor shall deem necessary, based on periodic insurance reviews, in respect to injury or damage to persons or property.

Lessee agrees to furnish Lessor with policies or certificates of such insurance naming Lessor as an additional insured prior to the commencement of the term hereof. Each such policy shall be non-cancelable without at least thirty (30) days written notice to Lessor. At Lessee's option Lessee may

elect to self-insure under the same terms as set forth above. Lessee shall maintain any Worker's Compensation insurance as required by the state of Washington.

Lessee covenants and agrees that it will not do or permit anything to be done on the leased Premises during the term hereof, which will increase the risk of damage to the Building which the leased Premises form a part.

Lessor employees, officers, and agents are protected against claims based on their negligence while acting as agents of the state and/or South Puget Sound Community College. This protection is provided by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.070). Claims or judgments against the state, its employees, and/or its agents will be paid from the Revolving Trust Fund as provided in RCW 4.92.130.

15. LIENS AND INSOLVENCY

Lessee shall keep Premises and Building free from any liens or encumbrances arising out of any work performed by Lessee, materials furnished by Lessee, or obligations incurred by Lessee.

16. DEFAULT AND RE-ENTRY

If Lessee fails to pay any installment of rent within ten (10) days after written notice, or to perform any other covenant under this Lease within thirty (30) days after written notice from Lessor stating the nature of the default, Lessor may cancel this Lease and re-enter and take possession of Premises using all necessary force to do so; provided, however, that if the nature of such default other than for non-payment of rent is such that the same cannot reasonably be cured within such thirty-day period, Lessee shall not be deemed to be in default if Lessee shall within such period commence such cure and thereafter diligently prosecute the same to completion. Notwithstanding such re-entry by Lessor, the liability of Lessee for the rent provided for herein shall not be extinguished for the balance of the term of this Lease, and Lessee covenants and agrees to make good to the Lessor any deficiency arising from a re-entry and reletting of the Premises at a lesser rental than agreed to herein. Lessee shall pay such deficiency each month as the amount thereof is ascertained by Lessor.

In the event of any such retaking of possession of Premises by Lessor as herein provided, Lessee shall remove all personal property located thereon and, upon failure to do so upon demand of Lessor, Lessor may reasonably remove and store the same in any place selected by Lessor, including but not limited to a public warehouse, at the expense and risk of Lessee. If Lessee shall fail to pay any sums due hereunder or the cost of storing any such property after it has been stored for a period of thirty (30) days or more, after ten (10) days notice to the Lessee, Lessor may sell any or all of such property at public or private sale and shall apply the proceeds of such sale first to the cost of such sale; second, to the payment of the charges for storage, if any; and third, to the payment of any other sums of money which may be due from Lessee to Lessor under the terms of this Lease, and the balance, if any, to Lessee. Lessee hereby waives all claims for damages that may be caused by Lessor's lawfully re-entering and taking possession of Premises or lawfully removing and storing the property of Lessee as herein provided, and will save Lessor harmless from loss, costs or damages occasioned Lessor thereby, and no such lawful re-entry shall be considered or construed to be a forcible entry.

17. SURRENDER OF POSSESSION

Upon expiration of the term of this Lease, whether by lapse of time or otherwise, Lessee shall promptly and peacefully surrender Premises to Lessor.

18. COSTS, ATTORNEYS' FEES AND VENUE

If Lessee or Lessor shall bring any action or proceeding for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Lessor for the recovery of rent or possession of Premises, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in the action or proceeding. Venue for any proceeding involving this agreement shall be in Thurston County, Washington.

19. NON-WAIVER

Waiver by Lessor or Lessee of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the particular rent so accepted regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

20. ASSIGNMENT AND SUBLETTING

Lessee shall not assign this Lease or sublet Premises or any part thereof without first obtaining Lessor's written consent, which consent shall not be unreasonably withheld. Lessee shall remain liable for the payment of all sums agreed to be paid under the terms of this Lease despite any such assignment. However, if at the time of any such assignment Lessee establishes to the reasonable satisfaction of Lessor that its assignee is of financial responsibility equal to or superior to Lessee, Lessee shall be released from all such liability by an instrument in writing signed by Lessor. Consent to any such assignment or subletting shall not operate as a waiver of the necessity for a consent to any subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under or through Lessee. In the event of an assignment or subletting which requires Lessor's time and/or expense, Lessee shall reasonably compensate Lessor for such expenses. If Lessee is a corporation, then any transfer of this Lease by merger, consolidation or liquidation or any change in the ownership of, or power to vote, the majority of its outstanding voting stock shall constitute an assignment for the purposes of this article.

21. SUCCESSORS

All of the covenants, agreements, terms and conditions contained in this Lease shall apply to and be binding upon Lessor and Lessee and their respective heirs, executors, administrators, successors and assigns.

22. TAX ON RENTAL

If any governmental authority or unit under any present or future law effective at any time during the term of this Lease shall in any manner levy a tax on rentals payable under this Lease or on rentals accruing from use of Premises under this Lease or a tax in any form against Lessor because of or measured by income derived from the Lease or rental of Premises, the amount of the next succeeding month's rent following payment of such tax by Lessor shall be increased by an amount equal to such tax paid by Lessor, and for Lessee's default in paying the rent thus revised, Lessor shall have the same remedies as upon failure to pay rent. Lessee shall not be liable to pay any amount because of income

tax of a general nature applicable to Lessor's various interests or sources of income or tax imposed on Lessor for inheritance, gift or succession taxes imposed or measured by rentals or otherwise. In the event that it shall not be lawful for Lessee to pay such tax, the rent payable to Lessor under this Lease shall be revised to net Lessor the same net rental after imposition of any such tax as would have been payable to Lessor prior to the imposition of any such tax.

23. SUBORDINATION

So long as Lessor has fully performed under the terms of this Lease, Lessee agrees to execute, within ten (10) days of written request by Lessor, the state's standard Tenant Estoppel and Subordination Agreements which have been approved as to form by the Office of the Attorney General. A \$400.00 processing fee will be assessed for processing these documents.

24. CONDEMNATION

If the whole of Premises, or if such portion of either Premises or the facilities in Building as may be required for the reasonable use of Premises, shall be taken by virtue of any condemnation or eminent domain proceeding, this lease shall automatically terminate as of the date of such condemnation, or as of the date possession is taken by the condemning authority, whichever is earlier. Current rent and payments for Lessee's improvements shall be apportioned as of the date of such termination. In case of a taking of a part of Premises or a portion of the facilities in Building not required for the reasonable use of Premises, then this Lease shall continue in full force and effect and the rental shall be equitably reduced based on the proportion by which the rentable area of Premises is reduced, such rent reduction to be effective on the date of such partial taking. No award for any partial or entire taking shall be apportioned, and Lessee hereby assigns to Lessor any award which may be made in such taking or condemnation together with any and all rights of Lessee now or hereafter arising in or to the same or any part thereof, provided, however, that nothing herein shall be deemed to give Lessor any interest in or to require Lessee to assign to Lessor any award made to Lessee for the taking of personal property or fixtures belonging to Lessee, for the interruption of or damage to Lessee's business or for Lessee's moving expenses.

25. PARKING

Lessor shall provide Lessee access to regular college parking spaces for its fleet vehicles until the termination of this Lease. A minimum of six (6) parking spaces shall be reserved and available for Lessee's fleet vehicles 24-hours per day, seven days per week. General parking is available for Lessee's employees on a first come, first served basis during periods of typical office use from 7:00 a.m. through 10:00 p.m., Monday through Friday.

Fleet vehicles (currently 3) shall have dedicated parking spots with appropriate signage, and the Parties will cooperate to acquire and construct electric vehicle charging facilities in the parking area.

Lessee agrees to support and coordinate with Lessor to the extent practical to seek funding packages to advance electric vehicle charging stations in support of both Lessor and Lessee needs. Any applications or agreements pursuant to this section are required to be considered through the routine administrative processes for each organization.

26. NOTICES

All notices under this Lease shall be in writing and delivered in person or sent by registered or certified mail to at the address below, or to such other place as may be designated by either party in writing.

Lessor:	Lessee:
South Puget Sound Community College	City of Tumwater
Tyscha Tolefree	Dan Smith
Vice President of Finance and Operations	Water Resources & Sustainability Director
2011 Mottman Road SW	555 Israel Road SW
Olympia, WA 98512	Tumwater, WA 98501

27. CONSTRUCTION

The titles to paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part thereof. This Lease shall be construed and governed by the laws of the State of Washington.

28. TIME OF ESSENCE

Time is of the essence of this Lease.

29. RECORDING

Prior to entry into force, the Memorandum of Lease attached hereto as Exhibit A shall be filed with the Thurston County Auditor's Office.

30. The Parties respectively represent that their signatory is duly authorized and has full right, power, and authority to execute this Lease.

31. ENTIRE AGREEMENT

It is expressly understood and agreed by Lessor and Lessee that there are no promises, agreements, conditions, understandings, inducements, warranties, or representations, oral or written, expressed or implied, between them other than as herein set forth and that this Lease shall not be modified in any manner except by an instrument in writing and executed by the Parties.

Signatures on the following page



WHEREAS, Lessor and Lessee have executed this Lease.

Lessor:

South Puget Sound Community College


Tysha Tolefree

Vice President of Finance and Operations

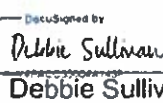
Date signed:

APPROVED AS TO FORM:


Justin Kjolseth, AAG, Education Division

Lessee:

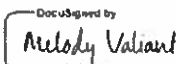
City of Tumwater


Debbie Sullivan

Mayor

Date signed:

ATTEST:


Melody Valiant, City Clerk

APPROVED AS TO FORM:


Karen Kirkpatrick, City Attorney

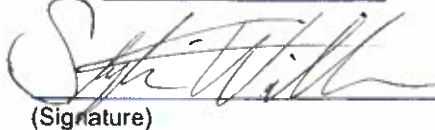
State of Washington)

) ss

County of Thurston)

I certify that I know or have satisfactory evidence that Dr. Tysha Tolefree is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the VP for Finance & Operations of South Puget Sound Community College to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9/18/2023


(Signature)

Notary Public in and for the State of Washington

My appointment expires 03/20/2027



State of Washington)

) ss

County of Thurston)

I certify that I know or have satisfactory evidence that Debbie Sullivan is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Mayor of City of Tumwater to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9/13/2023


(Signature)

Notary Public in and for the State of Washington

My appointment expires
09/08/2026

BONNIE HALE
NOTARY PUBLIC
STATE OF WASHINGTON
Commission #22026445
My Comm. Expires 9/8/2026

EXHIBIT "A"**MEMORANDUM OF LEASE****CITY OF TUMWATER /SOUTH PUGET SOUND COMMUNITY COLLEGE REGARDING LEASING
OF BUILDING 32 FACILITY**

This Memorandum of Lease is made and entered into this 15th day of September 2023 by and between the City of Tumwater, a municipal corporation (hereinafter referred to as "CITY"), located at 555 Israel Rd SW, Tumwater, WA 98501, and South Puget Sound Community College, (hereinafter referred to as "SPSCC"), located at 2011 Muttman Rd SW, Olympia, WA 98512, together referred to as the "Parties".

This memorandum is summarized as follows:

1. City and SPSCC entered into a Lease Agreement for office space as detailed in the Lease Agreement which provisions are incorporated by reference herein with an effective date of September 15, 2023
2. SPSCC is the owner of the PREMISES legally described in Exhibit A.
3. SPSCC has leased to CITY and City has leased from SPSCC approximately 2,450 square-feet of the PREMISES for a term of five (5) years, commencing on the Commencement Date as defined by the Lease Agreement. The City shall have the right to extend the term of the Agreement by an additional term of five (5) years. If all options to renew are exercised, the Lease Agreement will have a term of ten (10) years from the Commencement Date.
4. SPSCC and City possess duplicate copies of the originals of the Lease Agreement at the addresses set forth above and reference should be made thereto for a more detailed description thereof.
5. It is expressly understood and agreed by all Parties that the sole purpose of this Memorandum is to give record notice of the Lease Agreement; it being distinctly understood and agreed that the Lease Agreement constitutes the entire agreement between the Parties with respect to the Premises and is hereby incorporated by reference. The Lease Agreement contains and sets forth additional rights, terms, conditions, and obligations not enumerated within this Memorandum which govern the Lease Agreement. This Memorandum is for information purposes only and nothing contained herein may be deemed in any way to modify or vary any of the terms or conditions of the Lease Agreement. In the event of any inconsistency between the terms of the Lease Agreement and this Memorandum, the terms of the Lease Agreement shall control. The rights and obligations set forth in the Lease Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors, and assigns.
6. The Parties mutually agree to defend, indemnify and hold the other, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including reasonable attorney fees, to the extent caused by each entity's respective negligence in performance of its responsibilities under this Agreement.
7. Prior to entry into force, this Agreement shall be filed with the Thurston County Auditor's Office.

8. This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The Parties hereby agree that venue for enforcement of the Agreement shall be the Superior Court of Thurston County.

IN WITNESS THEREOF, the Parties hereto have entered into this Memorandum of Understanding this
15th day of September, 2023.

City of Tumwater

South Puget Sound Community College

DocuSigned by:

Debbie Sullivan

Debbie Sullivan

Mayor

Date signed:

Tysa Toefree

Vice President of Finance and Operations

Date signed:

ATTEST:

APPROVED AS TO FORM:

DocuSigned by:

Melody Valiant

Melody Valiant, City Clerk

Justin Kjolseth

Justin Kjolseth, AAG, Education Division

APPROVED AS TO FORM:

DocuSigned by:

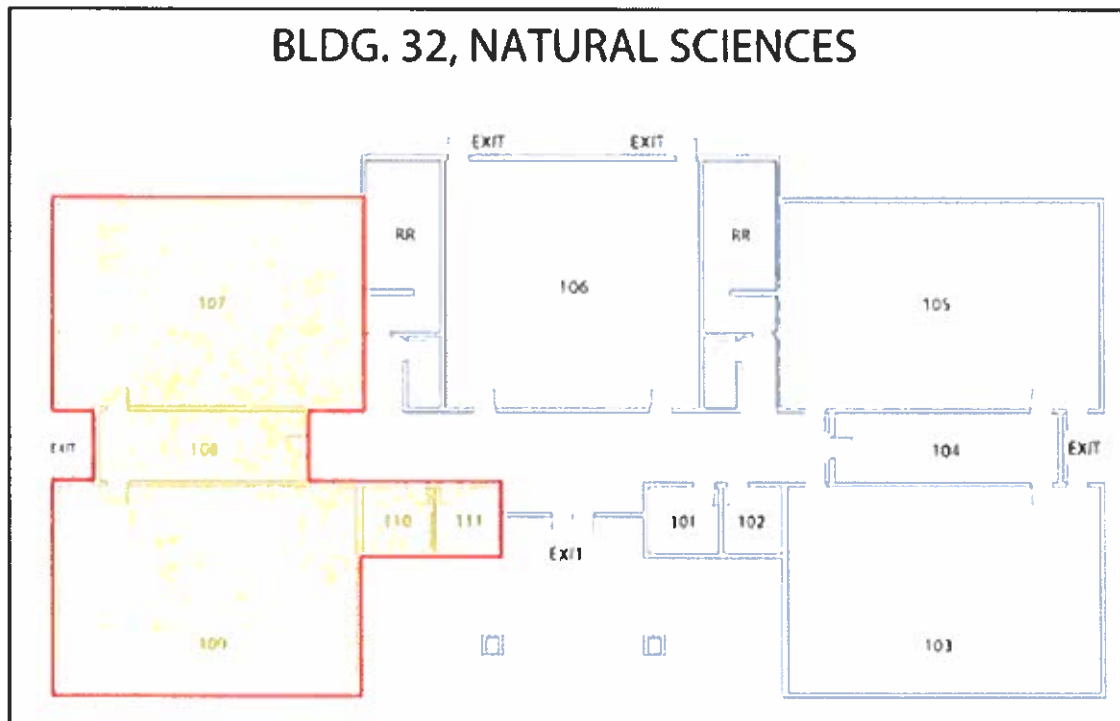
Karen Kirkpatrick

Karen Kirkpatrick, City Attorney

EXHIBIT "B"
LEASE AREA FLOOR PLAN

Building 32 (Space allocations)

Room	Square Ft	Capacity	Used By	Function
107	1,000		City of Tumwater	Offices/work room
108	250		City of Tumwater	Storage/break room
109	1,000		City of Tumwater	Offices
110	100		City of Tumwater	Meeting
111	100		City of Tumwater	Meeting
Total	2,450		City of Tumwater	Various



FIRST FLOOR AREAS
CITY OF TUMWATER LEASE AREA

EXHIBIT "C"

**SERVICES TO BE PROVIDED - LEASE AGREEMENT BETWEEN
SOUTH PUGET SOUND COMMUNITY COLLEGE AND THE CITY OF TUMWATER**

TAXES AND INSURANCE

Lessor	Lessee	
☒	☐	Real Estate Taxes
☒	☐	Owner Property Assessments
☒	☐	Real Property Insurance
☐	☒	Personal Property Insurance

UTILITIES

Lessor	Lessee	
☒	☐	Water and Sewer
☒	☐	Stormwater
☒	☐	Garbage Collection
☒	☐	Electricity
☒	☐	Natural Gas
☒	☐	Recycling Collection
☐	☒	Telephone Service – <i>paid directly by tenant</i>
☐	☒	Cable Service – <i>paid directly by the tenant</i>

JANITORIAL

Lessor	Lessee	
☒	☐	Janitorial Service – Lessee Premises
☒	☐	Janitorial Service – Common Areas
☒	☐	Interior Window Washing
☒	☐	Exterior Window Washing

- | | | |
|-------------------------------------|-------------------------------------|-----------------------------------|
| ☒ | ☐ | Restroom Supplies |
| ☐ | ☒ | Light Bulbs – Lessee Premises |
| ☒ | ☐ | Light Bulbs – Common Areas |
| ☐ | ☒ | Carpet Cleaning – Lessee Premises |

Services provided by Lessor:

Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures, and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways.

Sweep loading dock areas and platforms. Clean glass entry doors to the spaces identified in Exhibit B.

Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.

Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot-clean all wall surfaces within 70 inches of the floor.

Every two months. Damp wipe restroom wastepaper receptacles, stall partitions, doors, window sills, and frames.

Annually. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.

Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats or finish to resilient floors in restrooms. Strip and refinish main corridors and other heavy traffic areas. Deep clean floors in all offices.

As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.

Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide.

INTERIOR MAINTENANCE

Lessor Lessee

- | | | |
|-------------------------------------|-------------------------------------|--|
| ☒ | ☐ | Equipment and Business Property Maintenance - fire extinguishers, annunciators and Building structure |
| ☐ | ☒ | Equipment and Business Property Maintenance - office equipment, portable equipment, and other Lessee owned items |
| ☐ | ☒ | Interior Lights – Lessee Premises |
| ☒ | ☐ | Interior Lights – Common Areas |
| ☒ | ☐ | Replacement of Ballasts – Lessee Premises |
| ☒ | ☐ | Replacement of Ballasts – Common Areas |
| ☒ | ☐ | Repair of Floor Coverings |
| ☒ | ☐ | Repair of Window Coverings |

STRUCTURAL

Lessor Lessee

- | | | |
|-------------------------------------|-------------------------------------|--|
| ☒ | ☐ | Plumbing |
| ☒ | ☐ | Ventilating & Air Conditioning Systems |
| ☒ | ☐ | Replacement of Filters as Recommended in Equipment |
| ☐ | ☒ | Tenant Installed Improvements |
| ☒ | ☐ | All Structural Portions of Building Including the roof and the water light integrity of the same |
| ☒ | ☐ | Exterior Windows |
| ☒ | ☐ | Fire Extinguishers
(Maintenance/Repairs/Replacement/Furnishes) |

EXTERIOR MAINTENANCE

Lessor Lessee

☒	☐	Sidewalks
☒	☐	Exterior
☒	☐	Lighting
☒	☐	Remove Snow from Sidewalk(s) & Parking Lot(s) when accumulation exceeds 2"
☒	☐	Parking Lot Cleaning
☒	☐	Landscaping

Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

TO: City Council
 FROM: Ryan Blaser, Engineer III
 DATE: September 1, 2026
 SUBJECT: Percival Creek Fish Passage Barrier Removal Project – Request for Increase to Change Order Authority

1) Recommended Action:

Approve and authorize the increase to the Transportation and Engineering Director's change order authority under Tumwater Municipal Code 2.14.060 from 10 percent to 20 percent for the Percival Creek Fish Passage Barrier Removal project.

This was recommended for approval on the consent calendar at the August 20, 2026 Public Works Committee meeting.

2) Background:

This project is for the removal and replacement of a fish barrier culvert conveying Percival Creek under Sapp Road. The replacement culvert will be a 60 feet long by 19 feet wide by 8.5 feet high box culvert. Other improvements include improved instream large wood and streambed material, roadway reconstruction, and additional multimodal facilities for the Percival Creek crossing. These improvements will restore access to approximately 7,300 feet of mainstream habitat, 9,052 square feet of spawning habitat, and 882,750 square feet of rearing habitat in cool water for Chinook, chum, coho, steelhead, sea-run cutthroat, and resident trout.

The City Council awarded the construction contract to Active Construction Inc. in the amount of \$1,930,930.00. 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."*

The awarded contract of \$1,930,930 was less than the \$2,257,550 in grant funding the City secured for construction. To allow the possibility of utilizing all available grant funds, staff are proactively requesting City Council approval to increase change order authority. A 20 percent increase in the contract will result in a total authority of \$2,317,116.

3) Policy Support:

Strategic Priorities and Goals 2025 – 2026:

Be a Leader in Environmental Health and Sustainability – Improve overall habitat and water quality by assessing fish passages, removing obstructions, converting urban-density septic systems, and collaborating with area Tribes.

4) Alternatives:

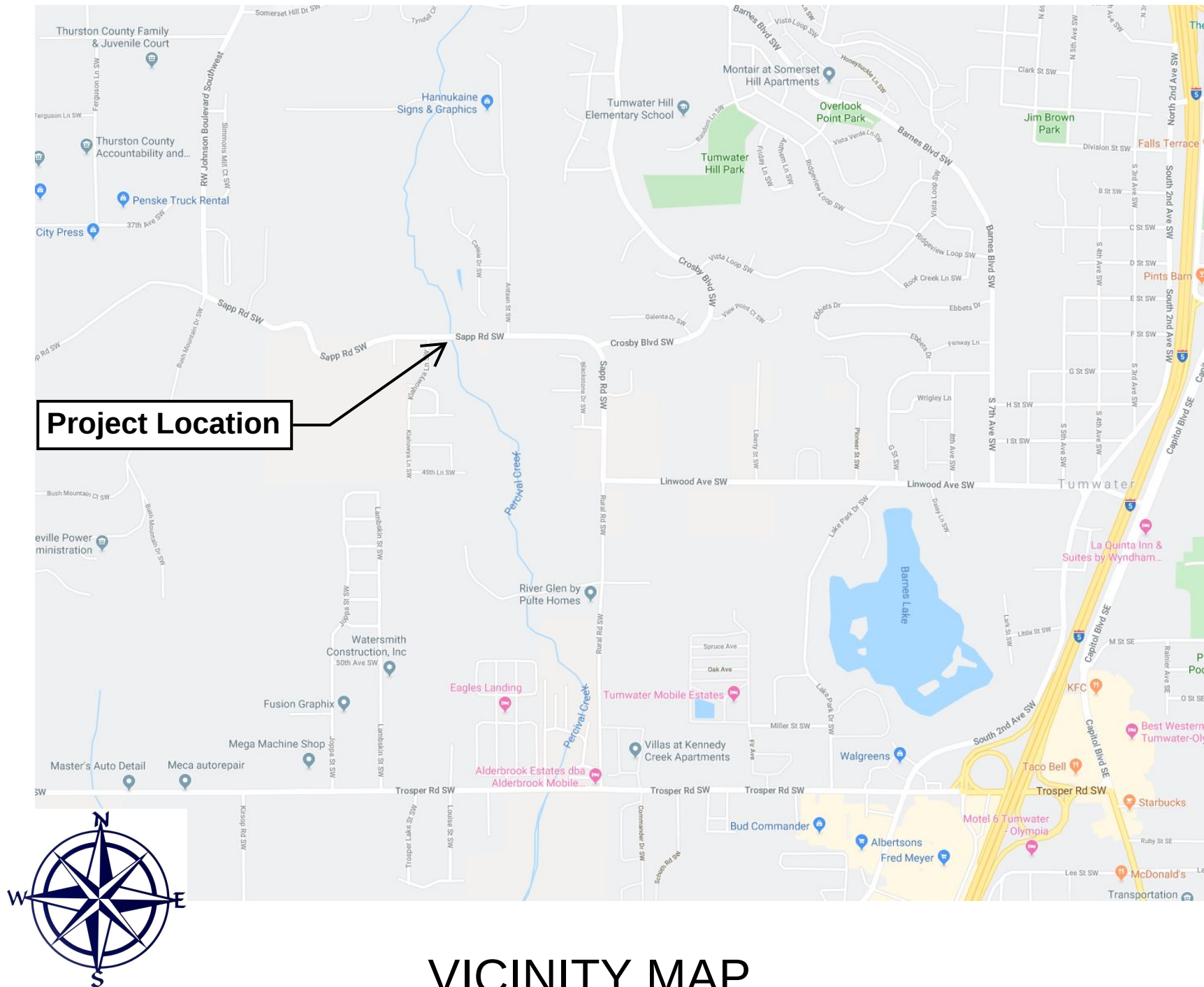
- ☐ Reject the request for additional funds.

5) Fiscal Notes:

Tumwater has secured \$2,100,000 from WSDOT's PROTECT funding program and \$257,550 as an RCO grant. These grants are non-matching grants; however additional funds to complete the project will be City of Tumwater Storm Drain Funds.

6) Attachments:

- A. Vicinity Map



VICINITY MAP

TO: City Council
 FROM: Kelly Adams, Assistant City Administrator
 DATE: September 1, 2026
 SUBJECT: Economic Development Quarterly Update

1) Recommended Action:

This is a quarterly update to Council on the progress of Economic Development work.

2) Background:

Over the last quarter, staff advanced work in these related areas: Recruitment, Brewery Redevelopment Readiness and the Economic Development Element of the Comprehensive Plan.

Recruitment

Staff identified a tenant and collaborated with property owner to fill the space vacated by Bar C'est L'eau within the Craft District Market building. The space will be taken over by Fog & Fern Coffee expanding out of Lacey, WA. Fog & Fern will be providing a morning activation for the Craft District.

Brewery Redevelopment Readiness

Staff engaged with BERK consulting to develop a Scope of Work to continue the Planned Action EIS for the Brewery properties. This will continue the previously existing Planned Action EIS process.

Staff completed an application to the Community Economic Revitalization Board (CERB) requesting \$100,000 to fund an agreement with the Artisan's Group Architecture and Planning towards the creation of a redevelopment "roadmap" for the Brewery properties. Staff will present to the CERB board in September 2026 for consideration of award.

Pioneer Technologies has completed the Phase 2 environmental site assessment work at the Brewery Warehouse property by conducting soil and water samples at the property. Initial reports are positive to redevelopment and no major environmental barriers to redevelopment were identified in these tests.

Economic Development Element Comprehensive Plan Update

Community Development Department staff completed internal draft reviews for the Economic Development Update to the Comprehensive Plan inclusive of Part 1 (Goals and Policies) and Part 2 (Technical Analysis) and the element update is now moving forward into legal review. Economic Development staff are currently scheduled to present an update to the Planning Commission on September 22, 2026.

3) Policy Support:

Strategic Plan 2026-2032

Focus Area: Growth and Development
Pursue and support targeted community and economic development.

4) Alternatives:

☐ N/A

5) Fiscal Notes:

N/A

6) Attachments:

None.

TO: City Council
FROM: Michelle Sutherland, Administrative Services Director
DATE: September 1, 2026
SUBJECT: 2027-2029 Police Guild Bargaining Agreement

1) Recommended Action:

Authorize the Mayor to sign the 2027-2029 Collective Bargaining Agreement between the City of Tumwater and the Tumwater Police Guild.

2) Background:

Over the past several years, the City of Tumwater has experienced increasing difficulty recruiting and retaining highly qualified police officers. Our comparables as well as neighboring agencies have become increasingly competitive in compensation, benefits, and specialty assignment opportunities. As a result, the City has lost candidates during the hiring process and faces greater challenges retaining experienced personnel in an increasingly competitive regional labor market.

The proposed updates to the 2027-2029 Tumwater Police Guild collective bargaining agreement are intended to strengthen the City's position as an employer of choice by modernizing compensation, expanding professional development incentives, enhancing wellness and work-life balance benefits, and recognizing the unique demands placed on today's law enforcement professionals. These changes represent a strategic investment in public safety by improving the City of Tumwater's ability to recruit exceptional candidates, retain experienced officers, reduce costly turnover and vacancies, maintain operational readiness, and continue providing the high level of professional police services that the Tumwater community expects.

3) Policy Support:

City of Tumwater Mission, Vision, Values

The recommendations support the council priority of "Tumwater Excellence" to refine and sustain a great organization.

4) Alternatives:

- ☐ Do not sign the current tentative agreement, direct staff to return to the bargaining table.
-

5) Fiscal Notes:

Salary provided by General fund balance and Public Safety Sales Tax.

6) Attachments:

A. 2027-2029 Police Guild Bargaining Agreement

AGREEMENT BETWEEN
THE CITY OF TUMWATER



AND
THE TUMWATER POLICE OFFICERS GUILD



2027-2029

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AGREEMENT BETWEEN THE
CITY OF TUMWATER AND
THE TUMWATER POLICE OFFICERS GUILD

PREAMBLE

This Agreement is between the City of Tumwater, Washington (hereinafter referred to as the "Employer" or "City") and the Tumwater Police Guild (hereinafter referred to as the "Guild") for the purpose of setting forth the mutual understandings of the parties as to wages, hours, and other conditions of employment of those employees for whom the Employer has recognized the Guild as the exclusive bargaining representative. (Such employees are hereinafter referred to as "employees.") All references to employees in this agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 1 - RECOGNITION

The City recognizes the Guild as the exclusive bargaining agent for all full-time and/or part-time (employees compensated for 20 hours or more per week) commissioned officers employed in regular positions in the Tumwater Police Department.

The City also recognizes the Guild as the exclusive bargaining agent for all full-time and/or part-time (employees compensated for 20 hours or more per week) commissioned sergeants and lieutenants employed in regular positions in the Tumwater Police Department.

The officer bargaining unit and the supervisory unit comprising sergeants and lieutenants are two separate bargaining units recognized and certified as such by the Public Employment Relations Commission but in the interests of efficiency, the parties to this agreement have decided to draft one contract to govern terms and conditions of employment for both bargaining units.

ARTICLE 2 - MANAGEMENT RIGHTS

Section A. Management Rights. It is understood and agreed by the parties that the City possesses the sole right to operate the Department so as to carry out the statutory mandate, mission and/or goals assigned to the Department, and that all Employer rights not modified by the Agreement repose in the City. However, such rights must be exercised consistent with the provisions of this Agreement. These Employer rights include, but are not limited to the following:

1. To utilize personnel, methods and means in the most appropriate and efficient manner possible.

2. To manage and direct the employees of the City.
3. To hire, promote, transfer, assign, train, evaluate or retain employees in positions within the City.
4. To establish work rules and rules of conduct.
5. To suspend, demote, discharge, or take other appropriate disciplinary action against employees for just cause.
6. To determine the size and composition of the work force and to lay off employees, with at least thirty (30) days' notice to the impacted employees, in the event of lack of work or funds.
7. To determine the mission of the City and the methods and means necessary to efficiently fulfill that mission.

The parties agree that the above statement of management rights is for illustrative purpose only and is not to be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the Employer.

ARTICLE 3 - COMPLETE AGREEMENT/PAST PRACTICE

Section A. Complete Agreement. Pursuant to their statutory obligations to bargain in good faith, the City and the Guild have met in full and free discussion concerning matters in employment relations. This contract incorporates the sole and complete Agreement between the City and the Guild resulting from these negotiations.

Section B. Past Practices. The parties recognize the City's full right to direct the work force and to issue rules, regulations and procedures and that these rights are diminished only by the law and this Agreement, including interpretive decisions, which may evolve pursuant to the proper exercise of authority given by the law or this Agreement. The Employer is not limited, confined, or restricted by past practice, rule, custom, or regulation in making changes in policies, procedures, rules, and regulations to carry out the mission of the Department.

However, this article shall not be interpreted to restrict the Guild's right to bargain the decision and impact of subjects of bargaining where the City is compelled to negotiate over the matter by State law.

In the case of disagreement between the parties, the Public Employment Relations Commission (PERC) shall make the decision under this subsection as to whether the City is compelled to negotiate under State law.

ARTICLE 4 - MAINTENANCE OF STANDARDS

The City agrees that all written conditions of employment contained in this Agreement in its individual operation relating to wages, hours of work, overtime, general working conditions, benefits, and job security provisions shall be maintained at no less than the standards in effect at the time of the signing of this Agreement.

ARTICLE 5 - EMPLOYEE RIGHTS

Section A. Negotiations. The composition of the Guild's negotiating team shall be determined by the Guild. Not more than three (3) employees shall be permitted to attend negotiating meetings with the City's representatives as part of the Guild's negotiating team. The City will not require a Guild negotiating team member to use leave if the meeting occurs while that person is on duty provided there is no additional cost to the City, unless mutually agreed otherwise. The Guild acknowledges that conflicts between negotiating meetings and response to calls for service while on duty will be resolved by proper performance of Police duties.

Section B. Guild Business. The Guild agrees that members of the Guild selected to serve as official representatives will be certified as such in writing to the City Administration. The Guild agrees that Guild business shall not interfere with the operations of the Department or the Police duties.

Section C. Right of Access. Subject to the due process provisions of this Agreement, Guild representatives and agents of the Guild shall have the right to reasonable access to the Police Department for the purpose of investigating grievances, and other business related to the representation of employees for the purpose of employment relations.

Guild representatives and agents of the Guild shall not unreasonably interfere with the employees' work. This Article is not intended to be used for membership drives or recruiting new members.

Section D. Guild Meetings. Guild members who are on duty shall be allowed to attend guild meetings so long as calls for service are answered without delay and according to the usual protocols. Attendance at Guild meetings, while on duty, shall be limited to a maximum of one and one-half (1.5) hours.

Section E. Guild Bulletin Board Space. The City shall provide a bulletin board space for Guild use. All materials posted thereon shall be the responsibility of the Guild. Posted materials shall relate only to Guild meetings, elections, social events, and reports of committees and the listing of Guild officers. No material posted shall reflect derogatorily upon employees of the City. Posting of materials by the Guild on any other City property shall be prohibited unless approved by the chief.

Section F. Union Release Time. The City agrees to allow time off with pay for the Executive Board or their designee for a combined total of 15 days per year to attend local, state or national conferences or seminars provided that:

- a) Notice is given at least forty-eight hours in advance by the Guild President;
- b) The absence of the member will not negatively affect department operations as determined by the Chief or their designee.

ARTICLE 6 - CITY AND GUILD COOPERATION

Section A. No Strike Provision. The Guild recognizes the detriment and disservice caused the citizens for which they serve by striking or any other job action and agrees that during the life of the Agreement, neither the Guild or its members shall engage in, initiate, sponsor or direct a strike, secondary boycott, picket, "blue flu," work slowdown, work stoppage, or work speedup for any purpose.

Section B. Picket Lines. The Guild and its members while acting in the course of their employment shall not honor any picket line.

Section C. Guild Cooperation and Control. In the event of a violation of this Article and notification of such by the City, the Guild shall immediately notify and instruct the employees orally and in writing that such action is in violation of this Article and that they are to return to normal service immediately. The Guild shall take other affirmative steps, as required in good faith cooperation with the chief, to bring about a stoppage of such violation. The chief shall have the right to discipline any member of the Guild found in violation of this Article, including discharge, and such discipline shall not preclude or restrict the City's recourse to any other available remedies including an action for injunction or damages.

Section D. No Lock-Out Provisions. There will be no lock-out of employees in the unit by the City as a consequence of any dispute arising during the life and duration of this Agreement.

ARTICLE 7 – NON-DISCRIMINATION

Section A. Guild Activity. No members shall be discriminated against for Guild activities.

Section B. Non-Discriminatory Working Conditions. To promote and foster a diverse workforce with equitable working conditions, the parties agree that the provisions of this contract shall be applied equally to all employees in the bargaining unit without discrimination as to race, religion, creed, color, national origin, sex, disability, sexual orientation, age or other basis prohibited by state or federal law.

Section C. Compliance with the ADA. The parties agree that the employer may take all reasonable actions to comply with the American with Disabilities Act subject to the terms of this agreement and the statutory duty to bargain.

ARTICLE 8 - SETTLEMENT OF DISPUTES

Section A. Definitions. For the purpose of the Agreement the term "grievance" is defined as an interpretation or application of the articles in this Agreement.

Section B. The parties agree to make every effort to resolve issues informally. If no satisfactory settlement is reached, the following procedure shall apply:

Step 1. The grievance shall be reduced to written form by the Guild or the aggrieved employee stating the section of the Agreement violated and explaining the grievance in detail. The written grievance shall be presented to the chief within fourteen (14) days from the date the alleged contract violation occurred. The chief or their designee shall convene a meeting, within seven (7) days after the receipt of the written grievance, between the employee, Guild representative and any other appropriate City officials. Seven (7) days after such meeting, the chief or designee shall transmit a copy of their written decision to the aggrieved employee and guild representative.

Step 2. If no satisfactory settlement is reached upon the conclusion of Step 1, the written grievance shall be transmitted by the grievant to the City Administrator or their designee within fourteen (14) days after the Step 1 decision has been received by the grievant. The City Administrator or designee shall convene a meeting within seven (7) days of receipt of the written grievance from the grievant. Not more than seven (7) days after the conclusion of this meeting, the City Administrator or designee shall transmit a copy of their decision to the grievant and Guild.

Step 3. The Guild may request arbitration in writing to the City Administrator within forty-five (45) days after receipt of the Step 2 decision.

Non-disciplinary Arbitration shall be conducted by an arbitrator from the Federal Mediation and Conciliation Service, or if agreed upon by the parties, Public Employees Relations Commission (PERC). The Guild shall request a list of 11 arbitrators with an address in Washington or Oregon. The parties shall flip a coin to determine who strikes first from the arbitrator list and then alternate strikes until an arbitrator is selected. Arbitrators for discipline grievances shall be selected in accordance with state law.

The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. The arbitrator shall confine inquiry and decision to the specific area of the contract as cited in the grievance form. Contract interpretation grievances involving claims for compensation shall be limited to thirty (30) days of back pay from the date the grievance was filed. Hearings shall be completed within 120 days from the selection of the arbitrator except in the case of extenuating circumstances. Briefs, if any, shall be filed within thirty (30) days for the completion of the record, which may be extended by mutual agreement. Arbitration decisions shall be issued within thirty (30) days following the filing of briefs or completion of the record, whichever occurs last.

The decision of the arbitrator may be enforced in any court of competent jurisdiction should either party fail to implement the decision.

Each party shall bear its own costs of arbitration, including attorneys' fees, except that the fees and charges of the arbitrator shall be shared equally by the parties.

ARTICLE 9 - DISCIPLINE AND DISCHARGE

Section A. Employee Discipline and Discharge. Discharge and discipline of employees shall be based on the standard of just cause.

Disciplinary and discharge matters may be advanced through the grievance arbitration process as outlined in this Agreement or through the steps established in the Tumwater civil service rules to the final step, which is a public hearing before the Tumwater Civil Service Commission. The choice between a hearing before the Commission and arbitration must be made by the Guild, in writing, prior to requesting arbitration. The decision of the Guild to seek arbitration in lieu of a hearing before the Commission is irrevocable and exclusive. In no case will a disciplinary matter be subject to both a public hearing before the Commission and arbitration.

Section B. Civil Service Rules Changes. The City will not propose any rule changes to the Civil Service Commission without first providing an opportunity for discussion with the Guild.

ARTICLE 10 - PERSONNEL FILE

Section A. Personnel File. The City shall maintain a personnel file for each employee. This file shall contain all of the employee's permanent records, including, but not limited to, civil service documentation relative to the employee, performance evaluations, payroll records and other official records. This personnel file shall be maintained by the City's Human Resources Division. The City may also maintain a Departmental personnel file for an employee which could include documentation deemed appropriate by the chief, including, but not limited to, discipline,

commendations, performance evaluations, and other official records.

Section B. Inspection of the File. An employee may inspect the contents of his/her personnel files, except for confidential reports from previous employers, upon the employee's oral request to do so. An employee's official representative, with the permission of the employee, may inspect all files pertaining to the employee, except confidential reports from previous employers.

Section C. Rebuttal Material. If an employee believes that there is material in a personnel file which is incorrect, the employee shall be entitled to prepare in writing an explanation or opinion regarding the particular material. Such a rebuttal shall be included as part of the file. If an employee believes that specific information should be removed from a file, the employee may petition for such consideration to the City, however, any such removal is subject solely to the discretion of the City and is not grievable.

Section D. Critical Entries. No information reflecting critically upon an employee shall be placed in any of the employee's personnel records that does not bear either the signature or initials of the employee or a notation by the employer indicating that the employee has been provided a copy of the material and refuses to sign. A copy of any such material shall be furnished to the employee by the Department concerned, when it is placed in the personnel record.

Section E. Purging.

1. Retention of materials in an employee's Departmental personnel file shall be retained in accordance with the following schedule:
 - a. Permanent Retention:
 - (1) Employment application and related materials including background investigation.
 - (2) Permanent letter of appointment.
 - (3) Documents related to completion of required and optional training.
 - (4) Promotion letters and Civil Service histories.
 - (5) Reports of accidents.
 - (6) Payroll documents.
 - (7) Off-duty employment authorizations.
 - (8) Performance evaluations.
 - b. Five-Year Retention:
 - (1) Notices of disciplinary action resulting in loss of time or pay, provided there have been no further disciplinary notices involving similar conduct during that five (5) year period.

- c. Three-Year Retention:
 - (1) All documentation of oral or written reprimands, provided there have been no further disciplinary notices involving similar conduct during that three (3) year period.
 - d. Disciplinary documents shall be purged from an employee's Departmental personnel file when they reach the time limits identified above, upon oral or written request of the employee to the chief of police.
 - e. Documents purged from the employee's Departmental personnel file will be removed and forwarded to Human Resources for retention in the City's permanent personnel file.
2. Materials purged, as in Section 1, or retained beyond the retention schedule, will not be considered by the Department for the purposes of promotion, transfer or special assignments and shall not be used as the basis for further progressive disciplinary actions.

Section E. Medical Information on File. Medical information including, but not limited to, documents pertaining to physical or psychological assessments, the results of formal psychological tests, industrial accidents and disabilities shall be maintained in a file separate from the personnel file. Such information shall be stored in the Human Resources Office. Police department access to medical information on file shall be limited to the police chief, deputy police chief, or lieutenants who, in the judgment of the chief, have a legitimate need to review the information.

ARTICLE 11 - LAYOFF AND RECALL

Section A. Employer Responsibility. The Employer shall be the sole determiner of when layoffs are necessary. The Employer may lay off employees when such action is determined to be necessary by reason of lack of work, lack of funds and/or reorganization. When the Employer determines that a layoff is necessary, then the Employer shall determine the number of employees and the affected classifications to be laid off.

Section B. Guild Notification. The Guild's President or designee will be notified, in writing, of the number of employees and classifications designated for reduction as soon as said determination is made. Prior to implementing a reduction in force decision, the employer shall confer with representatives of the Guild regarding the proposed plans and will consider the Guild's opinions in the matter. The City shall fully comply with reasonable Guild information requests relating to the layoffs and their necessity.

Section C. Layoff Procedure. An employee shall be provided with sixty (60) calendar days advance notice of pending layoffs or an involuntary reduction of normal work hours. The least senior employee within a rank or classification designated for reduction shall be laid off from the rank or classification. Persons laid off within each rank or classification shall revert to the next lowest rank or classification in which they have previously served. In the event that such entry requires or results in a reduction of force in the lower rank, such reduction shall be accomplished by a demotion or layoff of the person or persons in said lower classification or rank having the least seniority. Emergency, temporary, and provisional employees shall be laid off prior to the displacement of regular employees.

Section D. Voluntary Layoff. Simultaneous with implementing the provisions of the layoff procedure, the Employer may first seek, by a five (5) working day posting process, volunteers for layoff or voluntary resignation from among those employees who work within the same job classification as the affected employees. If there are more volunteers than affected employees, volunteers will be chosen by seniority. Employees who volunteer for layoff may opt for recall rights as described in this article at the time of layoff.

Section E. Recall Procedures. In the event of a subsequent vacancy within two (2) years in a higher classification or rank, employees demoted by layoff shall have the first right to be reassigned to a higher classification or rank. No new employees shall be hired by the City into the bargaining unit until the Chief determines that available, qualified employees within the classification placed on layoff have been offered re-employment. It shall be the employee's responsibility to keep the Employer advised of his/her current address. An offer of re-employment shall be in writing and sent by registered or certified mail to the employee. A copy of the City's offer of re-employment shall also be provided to the Guild President or designee. The employee shall be deemed to have received notice within five (5) calendar days after the City mailed said notice. An employee so notified must indicate his/her acceptance of said re-employment within ten (10) calendar days of receipt of notice and shall be back on the job within twenty (20) calendar days of acceptance of said offer or forfeit all call-back rights under this Article. Employees with a break in service of six months or more shall be required to successfully complete Phase 2 of the background investigation (i.e. polygraph, drug test, medical and psychological testing).

Section F. Call-back Rights. Employees recalled from layoff shall not lose previously accumulated time in service, provided all other provisions of this Article are complied with, including that the employees must be re-employed within two (2) years to retain these call-back rights and that the employee has successfully completed their probationary period.

Section G. Compensation Upon Layoff. Employees laid off shall be compensated for unused compensatory time and unused accumulated annual leave in accordance with the terms of this Agreement. The employer shall pay a laid-off employee's health insurance through the end of the month succeeding the month in which the layoff occurs.

Section H. Sick Leave Upon Layoff. Sick leave balances at the date of layoff not cashed out at the date of layoff shall be restored upon re-employment with the Employer if the person is hired into a regular position from the re-call list. No sick leave shall accrue during the period of layoff.

Section I. Seniority. Seniority shall be in accordance with existing civil service rules except that when employees have the same seniority date, ties shall be broken by the score on the Civil Service hiring list within their entry level Civil Service Classification, with the higher score resulting in the highest seniority placing.

ARTICLE 12 - LEAVES OF ABSENCE

Section A. Sick Leave. Sick leave shall be granted and allowed to accumulate at the rate of eight (8) hours for each month of employment. When sick leave usage is reasonably considered suspect, the City may require the employee to present a certificate from a registered practicing physician, or other bona fide practitioner attesting to the employee's illness after three days of sick leave usage. Maximum carryover of sick leave on January 1 of each year from the previous year is nine hundred and sixty (960) hours. A minimum of fifteen (15) days per month must be worked for an employee to receive sick leave credit for that month. Days not worked because the employee is on paid sick leave and/or annual leave shall be considered as days worked for the purpose of the preceding sentence. At minimum, employees will receive a minimum of one (1) hour of sick leave accrual for every 40 hours of paid work.

Should the employee be required to undergo a physical examination or provide a physician's certificate of illness, the employer shall bear the cost of such examination or certificate.

Any employee who is ill and unable to report to work shall make a reasonable effort to notify the employee's immediate supervisor at least one (1) hour prior to the employee's reporting time. In case of a continuing illness, the employee shall keep the employee's immediate supervisor advised of the employee's inability to report to work.

In the event of an illness in the immediate family of an employee, employees shall be allowed to use their accrued sick leave to the extent and in the same manner that non-represented employees are permitted to do so by City policy and state law.

Employees may be allowed to share accrued sick leave to the extent and in the same manner that non-represented employees are permitted to do so by City policy and ordinance.

Section B. Sick Leave Payments.

1. Annual Payments. Employees shall be eligible to receive monetary compensation for accrued sick leave as follows: In November of each year, and at no other time,

employees with at least 768 hours of accrued sick leave may elect to convert the sick leave hours earned in the previous 12 month period, minus those hours used during that period, to monetary compensation at the rate of twenty-five percent and shall be based on the employee's current salary. Payment of converted sick leave shall be deposited into the employee's Health Reimbursement Account (HRA) through Northwest Public Employees & Western States Police Trust and will occur in the first paycheck issued in December.

2. Sick Leave Payments Upon Retirement. Employees who separate from city service due to retirement with 10 or less years of service shall be compensated for twenty-five percent (25%) of their total unused sick leave accumulation at the time of separation. Employee who separate from city service due to retirement after 10 years shall receive 30%. Employees who separate from city service due to retirement after 15 years shall receive 40%. Employees who separate from city service due to retirement after 20 years shall receive 50%. Such funds shall be deposited into the employee's Health Reimbursement Account (HRA) through Northwest Public Employees & Western States Police Trust. Compensation shall be based upon the employee's salary at the time of separation and shall be subject to applicable withholding under state and federal law. For the purposes of the preceding sentences, retirement shall not include vested "out-of-service" employees who leave funds on deposit with the department of retirement systems (DRS). Employees who are choosing to retire and wish to receive a sick leave payment must provide a resignation letter and appropriate documentation of their decision to retire to the city's Administrative Services Department. Employees who separate from city service as the result of death shall be compensated for their total unused sick leave accumulation at the rate of one hundred (100%) percent. Compensation shall be based upon the employee's salary at the time of separation.
3. Sick Leave Payments Upon Voluntary Termination or Layoff. Employees shall be compensated for twenty-five percent (25%) of their total unused sick leave accumulation at the time of separation be deposited into the employee's Health Reimbursement Account (HRA) through Northwest Public Employees & Western States Police Trust provided that the Employee has at least 192 hours of accrued sick leave. Employees shall be eligible for this benefit as a result of voluntary separation or involuntary layoff but shall not be eligible if terminated for cause. Compensation shall be based upon the employee's salary at the time of separation.

Section C. Bereavement Leave.

1. In the event of death in the immediate family, or aunt, uncle, niece, nephew, father-in-law, mother-in-law, son-in-law or daughter-in-law, of an employee, up to three (3) workdays paid leave may be approved by the department manager,

for a non-represented employee to attend to family matters and the funeral. An additional two (2) workdays of sick leave may be approved by the City Administrator for travel time.

2. Up to four (4) hours paid leave will be allowed to attend the funeral of a close friend or other relative.

Section D. Jury Duty. An employee summoned for jury duty shall be granted administrative leave for such service and shall be paid by the City, their regular wage. Compensation received for jury duty shall be verified to the City and shall be remitted to the City upon receipt.

Section E. Maternity Leave. This program shall be administered according to applicable state and federal law.

Section F. Civil Witness Appearance. Leave of absence with pay, travel time included in work day, shall be granted for attendance in civil court cases in connection with the employee's officially assigned duties. Leave of absence with pay shall also be granted for an appearance connected with an employee's official duties before any legislative committee or judicial or quasi-judicial body as a witness in response to a subpoena or at the direction of proper authority, provided, however, that compensation received for such appearance shall be verified to the City and shall be remitted to the City upon request.

Section G. Medical Leave Without Pay. Non-probationary, LEOFF II officers who are injured off-duty, may elect to take, with written documentation from a physician, a period of medical leave without pay for up to 180 days. Extensions of the period of medical leave without pay may be granted by the City Administrator on a case-by-case basis. Officers granted medical leave without pay, may return to the same position or a similar position with the same pay and will not be required to serve a probationary period if the leave has been taken for the actual period of illness, recovery from injury or disability related to pregnancy or childbirth.

Section H. Paid Family Leave. Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits, which begins January 1, 2020, is established by Washington law and is therefore independent of this Agreement. Employer and employee premiums will be paid in accordance with Washington law.

ARTICLE 13 - PROBATIONARY PERIOD

Probationary periods shall not exceed one (1) year, provided that probationary periods may be extended by the City for the length of a leave period in the event the employee is on leave status for a period in excess of thirty (30) days. The parties further agree that under appropriate circumstances, probation periods may be extended by mutual agreement of the City and the Guild.

Entry-level police officers who are required to attend the basic law enforcement academy shall serve a probationary period of twelve months. The probationary period begins when the officer returns from successful completion of the training and reports for duty at the Tumwater Police Department.

Lateral Police Officers who are hired will have a probationary period of 6 months. Their probationary period will start once they start the Field Training Program.

ARTICLE 14 - HOURS OF WORK

Section A. Establishing Work Hours. Work hours shall be established in accordance with applicable state and federal wage and hour laws.

Section B. Emergency Scheduling. In the event of an emergency situation declared by the chief, or in his/her absence, their designee, the schedule may be altered to meet the needs of the situation. The overtime rules will be honored as normally applied. Officers will return to their normal schedule as soon as the emergency has ended.

Section C. Shift Changes and Trades. Employees may be given permission to exchange, trade and/or request specific shifts or days off when the change does not interfere with the duties and responsibilities of the department. A "shift swap" is for unforeseen, single point in time circumstances and may be requested when officers need up to two days off, but either don't have enough leave to cover a request for time off or minimum staffing level requirements would prevent approval of a leave request. Such a determination shall be made by the chief, or designee, provided the shift change request is made at least five (5) days before the date and the change is to take place; unless this requirement is waived by the chief, or designee.

Section D. Patrol Work Schedule.

1. Patrol staff shall work four (4) consecutive days of work, each consisting of eleven (11) consecutive hours of work. Each work day shall include a 30-minute paid lunch and appropriate breaks. The four (4) day work week will be followed by four (4) consecutive days off.

Patrol staff working the patrol schedule will attend six (6) mandatory eleven (11) hour training days per year, in addition to their regularly scheduled workdays. These training days will be assigned based on the agency's needs. Four (4) of the six (6) training days will not fall on the Patrol staff's calendar weekend and will be scheduled on the Patrol staff's last regularly scheduled day off. The four (4) scheduled days off will be scheduled 30 days in advance. The remaining two (2) training days will be scheduled based on the agency's needs and are exempt from the restrictions listed above.

Patrol and Metro shifts may be adjusted, forward or backwards, by two hours to accommodate vacation and training demands. Patrol staff schedules will be adjusted for the next work week by the end of their last scheduled shift prior to their days off. Any changes made after that time will be compensated as overtime if worked in addition to the Patrol staff's eleven (11) hours shift or the Patrol staff can choose to adjust their shift as scheduled in lieu of working any additional overtime hours. EXEMPTION: To cover sick leave called in on the day of the affected shift, Patrol staff will be compensated at the overtime rate for any hours worked in excess of their scheduled eleven (11) hours shift, or they may flex their shift forward or backwards by two hours in lieu of overtime if adequate road coverage permits and at the approval of their supervisor.

2. Shift Bidding – Officers

- a. Officers are required to select two shifts for the entire year. The selection will consist of a nine-month consecutive shift assignment (April thru December) and a three-month consecutive shift assignment (January thru March). The selection will be made in descending order from the most senior officer to the least senior officer. Officers will initially select the nine-month consecutive shift assignment. Once this initial selection is complete the officers will be placed by the shift they selected within the two patrol teams, as outlined below. After they are set within one of the two patrol teams the officers will select their three-month consecutive shift assignment, within that respective patrol team based on seniority within that team, from the most senior officer to the least senior officer.

Officers must select one day shift and one night shift slot. The 1300 to 0000 shift will be considered a neutral shift and serve as either a day shift or a night shift. An officer is not permitted to select the 1300 to 0000 shift for the entire year unless no other shifts are available.

- i. An officer will only be bidding the scheduled two shifts of their choice based on seniority. The Leadership team consisting of the Deputy Police Chief and Lieutenants will have the authority to select and assign officers to a team for the upcoming year based on the department needs, with the final approval/modification to be approved by the Chief and/or their designee(s).
- b. The seniority shift selection schedule will be circulated by the Lieutenant in charge of scheduling no later than July 1st of the preceding calendar year.

- i. Each officer will have three consecutive calendar days to make their shift bid selection for the nine-month consecutive shift assignment (April thru December). At the end of the three-day period the shift bidding process will proceed to the next senior officer to schedule their nine-month consecutive shift assignment (April thru December). The officer in their current shift bidding time slot will have preference for their requested shift bid selection over any senior officer who failed to submit their request prior to that officer's shift bid submission during their scheduled three-day time block. A senior officer may select their shift bid at any point after their scheduled three-day block has passed, as long as it does not conflict with a previously submitted shift bid outlined above. Once the individual officers are set within their patrol teams, the process to fill the three-month consecutive shift assignments will be initiated. The shift bid schedule will be submitted to the Chief or their designee no later than August 31st.
- c. If a new shift is added to the schedule during the calendar year the following procedure will be followed to fill the vacancy:
 - i. The least senior officer will be assigned to fill the shift vacancy for the remainder of the calendar year.
- d. If a scheduled shift is vacated (example: the officer is injured, promoted, reassigned, or leaves the department) during the current calendar year the following procedure will be followed to fill the vacancy:
 - i. The officer working the 1300-0000 shift for the team with the vacancy will fill the vacancy, regardless of seniority. If a second vacancy occurs; the officer working the 1300-0000 shift on the opposite team will fill the vacancy. Any additional vacancies that occur after the 1300-0000 shift assignments have been vacated will be filled by any officer based on the needs of the department.

If the originally assigned officer can return to their assigned shift, the officer(s) filling the vacancy/vacancies will return to their original shift assignment in reverse order with the 1300-0000 shifts being re-assigned last.
- e. If an officer is reassigned to patrol during the current calendar year the following procedure will be followed to accommodate that officer as it relates to shift bidding by seniority:

- i. The Leadership team, consisting of the Deputy Police Chief and Lieutenants will select the patrol team the officer will be assigned to.
- ii. The reassigned officer will be assigned to the vacant shift(s) for the remainder of that current year regardless of seniority or time remaining in the current shift bid.
- f. If an officer is in the Field Training Officer program when the shift bid process is initiated, the officer in training is not eligible to bid for a patrol shift, regardless of their seniority. Upon successful completion of the FTO program, the officer will be assigned in accordance with the procedure outlined in 2(E). The officer will be eligible to bid for a patrol shift during the next shift bidding process.

3. Shift Bidding – Sergeants

- a. Shifts:
 - i. Day Shift Sergeant – 0500-1600 hours. This shift can be flexed two hours forward or backward based on the needs of the department for supervisory coverage.
 - ii. Night Shift Sergeant – 1800-0500 hours. This shift can be flexed two hours forward or backward based on the needs of the department for supervisory coverage.
 - iii. Flex Sergeant – 1600-0300 hours. This shift can be flexed to cover the Day or Night Sergeant shifts based on the needs of the department for supervisory coverage. Any change cannot be made without appropriate notice and an, at least, 8-hour break in service between the end of one assignment and beginning of the next.
- b. The seniority shift selection schedule will be circulated by the Lieutenant in charge of scheduling no later than July 1st of the preceding calendar year.

The following 4-month shift bidding selection will be made by seniority based on time of assignment as a Sergeant, not overall seniority.

- i. All three sergeants per team must bid one cycle of each Sergeant shift per calendar year. The order in which the schedule progresses does not matter. For example: three sergeants will bid by seniority for January-April, then May-August, September-December. Bidding will start with senior sergeant for each segment of the yearly schedule.
- ii. Each sergeant will have three consecutive calendar days to make their shift bid selection for the upcoming calendar year. During that time, each Sergeant will select their desired shift bid for the entire calendar year based on a 4/4/4month schedule. At the end of the three-day period, the shift bidding selection process will proceed to the next senior Sergeant who will schedule their 4/4/4 shift bid selection during their scheduled time block. They will have preference for their requested shift bid selection over any senior Sergeant who failed to submit their request prior to that Sergeant's shift bid submission during their scheduled three day time block. A senior Sergeant may select their shift bid at any point after their scheduled three day time block has passed as long as it does not conflict with a previously submitted shift bid outlined above. The shift bid schedule will be submitted to the Chief or their designee no later than July 31st of the preceding calendar year.
- c. Sergeants will be required to select their shift rotation for the entire upcoming calendar year no later than July 31st of the prior calendar year.
- d. Sergeants' overall assignment will be decided by the Chief or their designee, who will have the authority to select and assign Sergeants to any team based on staffing, with the final approval/modification to be approved by the Chief and/or designee(s).
- e. If a scheduled shift is vacated (example: Sergeant is injured, promoted, reassigned, or leaves the department) during the calendar year the following procedure will be followed to fill the vacancy:
 - i. The remaining Sergeant from the team with a vacancy will be assigned to the shift that the Leadership team deems most beneficial to the agency to ensure appropriate supervision, experience, and staffing is maintained. The open scheduled time

block will be filled in accordance with department policy and in accordance with civil service requirements.

- ii. Once the scheduled shift bidding adjustments are filled; those schedule changes will be implemented following the teams scheduled days off.
- iii. Any sergeant absence caused due to leave usage that cannot be covered by the on-duty Patrol or Administrative Lieutenant, will be offered to the most senior sergeant off-duty, then follow seniority.

4. Modified Shifts

- a. All shifts are subject to modification upon mutual agreement of the Chief and the Tumwater Police Guild. Any officer or Sergeant who is assigned to a shift that is modified will remain on that shift until the next shift bidding cycle or previously scheduled shift rotation.

5. Requests for Reassignment

- a. Officers or Sergeants requesting a team reassignment for reasons of hardships during their scheduled shift bidding year shall submit their request to the Chief and/or their designee. The request will be considered in accordance of Article 14(I) of the Agreement.

Section E. K-9 officer. The K-9 officer will work four (4) consecutive days, consisting of (10) hour shifts, followed by three (3) consecutive days off duty. The K-9 officer will get sixty (60) minutes per shift for the care and maintenance of the K-9. The K-9 officer will have Sunday, Monday, and Tuesday off. The K-9 officer's schedule may be changed under the language described in Section I.

Section F. Metro officer. The Metro officer will work four (4) consecutive days, consisting of (10) hour shifts, followed by three (3) consecutive days off duty. The Metro officer will have Friday, Saturday, and Sunday off. The Metro officer's schedule may be changed under the language described in Section I.

Section G. Patrol Lieutenants and Training Sergeant. Patrol Lieutenants and Training Sergeant will be assigned to the patrol schedule. Their regularly scheduled ten (10) hour work shift shall be scheduled: one from 0700-1700 hours Monday thru Thursday; and, the other 0700-1700 hours Tuesday thru Friday.

Section H. Non-Patrol Schedule. Administrative Sergeant and officers assigned to positions other than patrol shall work either a 5/8-hour schedule or an alternative schedule approved pursuant to the City's Alternative Work Schedule Policy. All officers assigned to non-patrol positions shall normally have a paid lunch break and will have weekends scheduled off subject to workload requirements.

Section I. Bidded Schedule Adjustments. The City may change an employee's bidded schedule to meet workload requirements by providing notice to the Guild and the employee. If the City requires an employee to change from a bidded schedule, they will receive a 2.0% premium to their base wage rate for the pay period. Employees volunteering to change their schedule (e.g., a shift swap, shift changes, accepting a specialty assignment) are not eligible for the 2.0% premium.

ARTICLE 15 - OVERTIME

Section A. Overtime. All hours in excess of the employee's regularly scheduled shift shall be paid at one and one-half (1-1/2) times the employee's straight-time hourly rate of pay.

Exceptions would be made by mutual agreement by City and Guild to accommodate alternative scheduling.

No overtime shall be worked unless authorized by the chief or their designee.

Section B. Notice for Overtime. Overtime work shall be assigned by the chief or their designee. Whenever possible, the chief shall give a written or oral notice twenty-four (24) hours in advance of all overtime to be worked.

Section C. Compensatory Time. Employees may elect to convert overtime to compensatory time up to a maximum bank of one hundred and thirty-two (132) hours. Compensatory time off shall be scheduled in accordance with the same procedures and processes as are used for vacation scheduling. Any accrued compensatory time in excess of eighty-eight (88) hours will be cashed out at the end of the calendar year.

ARTICLE 16 - COURT/DUTY CALL BACK

Section A. Shift Extensions. To be eligible to receive call back pay, the reporting time must occur more than one (1) hour prior to the start of, or more than one (1) hour after the conclusion of, the employee's shift. Should the reporting time occur within one (1) hour of either side of the employee's regularly assigned shift, the time worked shall be deemed an extension of the shift and shall be compensated at the overtime rate and shall not be subject to call back minimums provided herein.

Section B. Duty and Court Call Backs. If an employee is called to duty or court outside the employee's regularly scheduled work shift, the employee will be guaranteed a minimum of three (3) hours pay at the overtime rate.

1. Current employees who are subpoenaed to give testimony in court while on their scheduled off-duty time, regarding events arising out of their employment shall be paid or compensated as follows: Time and one-half (1.5) the regular rate of pay with a minimum of three (3) hours, except when those employees are appearing immediately after their scheduled shift or within one hour prior to their scheduled shift. They shall be paid at time and one-half (1.5) the regular rate of pay with a minimum compensation of one (1) hour.
2. Employees subpoenaed to give testimony shall be entitled to the hourly minimum, time and one-half (1.5) the regular rate of pay with a minimum of three (3) hours. If notification of cancellation is not received by 5:00 p.m. the calendar weekday (Monday-Friday) prior to the scheduled court appearance, unless the cancellation occurs while the employee is on duty and is so notified.
3. Employees who are off-duty and are under subpoena to give testimony, and have not received notification of cancellation or a change in date or time of the testimony or appearance, AND have attempted to contact the prosecutor's office prior to 5:00 p.m. the calendar weekday (Monday-Friday) prior to the scheduled court appearance, shall receive time and one-half (1.5) the regular rate of pay starting from the date and time posted on the subpoena, with a minimum compensation of three (3) hours.
4. If an employee receives a subpoena to give testimony by the prosecutor's office and is notified by the prosecutor's office that their appearance is required and cannot be rescheduled during their pre-scheduled Primary Vacation and the employee suffers a financial hardship as result of the subpoena will be reimbursed by the City in the following pay period. The employee will be required to provide proof of the financial hardship.

5. All monies received for such services as a witness shall be surrendered to the City, except in those cases where the employee is not compensated for such an appearance by the City.

Section C. Phone Call-out. Officers and detectives who receive a duty related phone call during their off-duty time from a department employee on duty, shall be paid a minimum of one-half (1/2) hour for each phone call at the overtime rate provided that the phone call is made or authorized by a lieutenant, watch commander, deputy police chief or police chief.

ARTICLE 17 - ORDERS AND REGULATIONS

Section A. General Orders and Rules and Regulations Provided. The City agrees to furnish each employee of the bargaining unit a copy of the current general orders, and rules and regulations of the Department and revisions thereof. New employees shall be furnished these documents as soon as possible after being hired. The City agrees to provide training and updates as needed to ensure officer compliance with the orders, rules, and regulations.

Section B. Compliance. Upon receipt and after review, employees will acknowledge in writing that they have received a copy of and have read and understand the general orders, rules, regulations and policies of the Department, and that they shall comply with them and with the terms of this Agreement. Subject to the Employer's responsibilities in Section A, employees are responsible for keeping abreast of changes, modifications, additions, deletions to the rules, regulations, policies and general orders provided by the chief.

Section C. Posting and Notice. The City shall furnish each affected employee a written memorandum of personal orders. Special orders of a temporary duration shall be posted on the office bulletin board. Standard operating procedures and general orders of a more permanent character shall be copied to each employee, in addition to being posted on the office bulletin board.

Section D. Notice Requirements. The Employer agrees to notify the Guild in writing prior to any changes to these policies or procedures and provide an explanation of the proposed change, present in "legislative draft" form and allow the Guild the opportunity to bargain changes in mandatory subjects of bargaining.

ARTICLE 18 - OFFICERS BILL OF RIGHTS

Section A. Purpose. The wide-ranging powers and duties given to the Police Department and its officers involve them in all manner of contacts and relationships with the public. In order to resolve any complaints or disputes stemming from these contacts, the chief or their designee must conduct prompt, objective investigations. In an effort to ensure that these investigations

are conducted in a manner conducive to good order and discipline, the following guidelines are promulgated:

1. At least forty-eight (48) hours prior to an interview, the officer shall be informed in writing of the nature of the investigation and whether he/she is a witness or a suspect before any questioning commences including the name, address and other information necessary to reasonably apprise him/her of the allegations of such complaint. All interviews shall be limited in scope to activities, circumstances, events, conduct or actions which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the employee about information which is developed during the course of the interview.
2. Interviews will be scheduled at a reasonable hour, preferably when the officer is on duty, unless the exigencies of the investigation dictate otherwise. When practicable, interviews will be conducted at the Tumwater Police Department. The employee under investigation must, at the time of an interview, be informed of the name of the officer in charge of the investigation and the name of the officer who will be conducting the interview.
3. Officers shall be afforded a reasonable opportunity and facilities to contact either: a) an attorney of his/her choosing and expense; and/or b) a representative of the Guild to be present during the interview, and to participate in the interview to the extent permitted by law.
4. The questioning shall not be overly long, and the officer shall be entitled to such reasonable intermissions, as he/she shall request for personal necessities, meals, telephone calls and rest periods. The employee or City may request that an investigative interview be recorded. Upon request, the employee under investigation shall be provided an exact copy of any written statement the employee has signed or, at the employee's expense, a verbatim transcript of the interview.
5. The officer shall not be subjected to any offensive language, nor shall he/she be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain his/her resignation nor shall he/she be intimidated in any other manner. No promises or rewards shall be made as an inducement to answer questions.
6. Officers involved in the use of force shall be allowed to consult with a Guild representative or attorney prior to being required to provide an oral or written statement regarding the use of force. In such cases no statement will be required during the forty-eight (48) hours following the incident. The Department may

request public safety information consistent with the Public Safety Statement attached as Appendix A.

7. Within a reasonable period after the conclusion of the investigation, and prior to a pre-disciplinary hearing, the employee shall be advised of the results of the investigation and the recommended disposition (which may be a range of possible dispositions) and shall be provided a copy of the investigatory file.

Section B. Brady. The parties recognize that instances of dishonesty may warrant discipline up to and including termination. They also recognize that the event of an officer being placed on a *Brady* list does not, in and of itself, constitute a basis for separation from employment.

Section C. Fitness for Duty. Examinations for medical or psychological fitness for duty shall be conducted in accordance with Department and City policy.

Section D. Security Camera. The security cameras utilized in and around the Tumwater Police Department are primarily for security for employees and City owned property and equipment. Cameras and footage shall not be used to surveil an employee's actions and behavior without reasonable belief that a policy violation or other incident worth investigating has occurred.

The employee shall be notified of the review of footage in question and shall be provided with a copy, prior to or at the fact-finding interview, or as soon as possible without interfering with the investigation. The footage shall also be included in the investigative file and made available to the employee prior to the pre disciplinary hearing.

ARTICLE 19 - WORKING OUT OF CLASSIFICATION PAY

Any employee assigned the duties and responsibilities regularly assigned to an employee of higher classification for any period of time shall receive a working out of class premium of five percent (5%) per hour except that officers working out of class as sergeants shall receive out of class premium at the entry level sergeant rate of pay.

Any employee assigned to a classification with a differing rate of pay in an "acting" appointment status who are promoted to the higher class shall receive credit towards their trial performance period for all time spent in the acting position, only if there is no separation between the "acting" appointment and the promotion.

Any employee assigned to a classification with a differing rate of pay in an "acting" appointment status who are promoted to the higher class shall receive credit towards their next pay step in the new salary range, only if there is no separation between the "acting" appointment and the promotion.

ARTICLE 20 - PREMIUM PAY

Section A. Premium Pay Recipients: Officers designated by the chief in the following capacities will receive premium pay of 3.3% of their base pay:

Detective
 Metro unit officer
 K-9 officer
 School Resource Officer
 SWAT
 Firearms Instructor
 Defensive Tactics Instructor
 Patrol Tactics Instructor (I-940 certified)
 Crisis Negotiator

Term Limits for Premium Assignments:

1. Sergeants. All premium Sergeant assignments, including but not limited to Administrative Sergeant, Detective Sergeant, and Training Sergeant shall be subject to a maximum of four (4) years.

2. Officers. All Premium Officer assignments, including but not limited to Detective, TNT detective, and School Resource Officer, shall be subject to a maximum term of five (5) years. Metro Officers shall be subject to a maximum of three (3) years.

3. Extension Due to Lack of Applicants. In the event a premium assignment remains vacant due to a lack of qualified applicants, the incumbent member may be retained in the assignment for one (1) additional year. At the conclusion of the extension period, the assignment shall be reopened for application.

4. After a completed term in a premium position. The Officer/Sergeant shall return to the Patrol Division for a minimum of one (1) year prior to applying for a new premium position, unless there are no qualified applicants.

Section B. Field Training Officers. Officers assigned as field training officers will receive premium pay of 3.3% of their base pay for a period of six (6) months upon a student officer being assigned to the field training offer. Any time a field training officer is assigned a new student officer before their current six (6) months premium has expired, a new six (6) month premium pay time period will begin. This premium pay does not extend to field training officers temporarily filling in for another field training officer, unless the training extends beyond three consecutive days.

Supervisors of the Field Training Program will receive premium pay of 3.3% of their base pay when a student officer enters the training program and will end upon completion of the student officers probationary period. Any time a new student officer enters the Field Training Program before the supervisor's current premium pay time period has expired, the premium pay time period will continue until completion of the new student officer's probationary period. Supervisors are designated by the Chief of Police.

Section C. Conditions Governing Premium and Assignment Pay. Non-disciplinary transfers to or from assignments eligible for premium pay will not be grievable subjects under the conditions of this agreement, nor appealable under the provisions of the civil service rules.

Section D. Administrative, Training, and Detective Sergeant. The Sergeant assigned to these assignments will receive a 5% premium pay to their base wage rate for all hours worked while in the assignment. The initial assignment as shall be for five years, subsequent assignments shall be for four-year assignment periods.

ARTICLE 21 - SPECIAL ASSIGNMENT PAY

Section A. Special Assignments. Officers designated by the chief for the following special assignments will receive special assignment pay of \$125.00 per month:

Emergency Vehicle Operation Course Instructor
Less Lethal Instructor
Active Shooter Instructor
Major Collision Investigator

Section B. Conditions Governing Special Assignments and Premiums. Non-disciplinary transfers to or from special assignments will not be grievable subjects under the conditions of this agreement, nor appealable under the provisions of the civil service rules.

ARTICLE 22 – EDUCATIONAL INCENTIVE PAY

Section A. Eligibility. An Employee with the Tumwater Police Department will be eligible for educational incentive pay. The following monthly incentive will be granted to each employee as part of their base wages upon completing the listed number of credits and/or degrees in a law enforcement related field.

2027

Associate's Degree:	2.5%
Bachelor's Degree:	5.0%
Master's Degree:	7.0%

2028

Associate's Degree:	2.5%
Bachelor's Degree:	5.5%
Master's Degree:	7.5%

2029

Associate's Degree:	2.5%
Bachelor's Degree:	6.0%
Master's Degree:	8.0%

Law enforcement related fields shall include: criminal justice, psychology, sociology, public or business administration, political science, liberal arts, law, or any other field of study beneficial to the department as determined by the police chief.

Section B. Recognized Credits. Only credits or degrees from an accredited college or university will be approved for the incentive program. Any questions about the validity of the credits or degrees will be resolved by a review committee that consists of the police chief, or their designee, a police officer and police lieutenant.

Section C. Credits Awarded in Pursuit of a Four-Year Degree. Some colleges and universities award credits for police training or other experience. This type of credit is awarded with the understanding that the officer's educational goal is a four-year degree. If an officer then had enough credits to qualify for a two-year degree he or she may qualify for the two-year degree incentive. If the officer does not complete the four-year degree and has not accumulated sufficient credits with classroom attendance to qualify for a two-year degree, then the compensation for the two-year degree will cease.

Section D. Break in Class Attendance. When a Guild member is pursuing a four-year degree and is being compensated at the two-year degree level due to credits awarded by the institution, it is assumed that class attendance will be continual. If a Guild member is not enrolled and is attending classes for a period of one academic year, then compensation at the two-year degree level will cease.

Proof of completion of classes shall be submitted to the police chief at the end of each quarter or semester attended.

Section E. Employee's Responsibility to Notify. It is the Employee's responsibility to notify the City in writing upon completion of degree requirements. Educational incentive pay shall be effective beginning with the next monthly payroll cycle following the Employee's written notification and approval by the police chief.

Section F. Bilingual Incentive Pay. Employees shall receive a bilingual pay allowance of 2.5% added to their base pay for proficiency in Spanish or any other language determined by the Chief. The testing process will be conducted through a mutually agreed upon vendor and coordinated through the department. The test will be conducted every two years.

ARTICLE 23 - PHYSICAL FITNESS INCENTIVE PAY

Incentive pay shall be awarded to senior employees who can pass a prescribed physical fitness test. Eligibility for this pay begins after field training is completed satisfactorily with the Tumwater Police Department, except that lateral hires become eligible to participate after successful completion of probation. Employees successfully passing the physical fitness test will be eligible for a lump sum payment of three percent (3%) of the employee's annual salary minus applicable taxes and other deductions. Details such as eligibility issues, test administration, test scheduling and appeals of test results shall be addressed by Tumwater Police Department policy. Both parties agree that no grievances under this contract or under Civil Service Rules shall result from the physical fitness testing program.

ARTICLE 24 - CLOTHING ALLOWANCE

Section A. Uniform Maintenance. All employees shall receive a cleaning allowance in the amount of \$50.00 per month.

Section B. Personal Equipment. Personal property limited to necessary leather, weapons, eyeglasses, dentures, watches, handcuffs, and other property and equipment approved by the chief, which is lost, damaged or destroyed in the line of duty shall be repaired or replaced at City expense at the approval of the chief. Any restitution received through order of a court or from any other source shall be offset against the repair or replacement cost paid by the City.

Section C. Uniform Purchases. The City will provide compensation to each member of the Police Guild in the amount of one thousand four hundred and fifty dollars (\$1,450) for the purchase of approved uniform clothing and related equipment as established by the department. Officers initially assigned to Detectives shall receive a one-time eight-hundred-dollar (\$800) payment for work attire.

Compensation shall be provided to Guild members as a lump sum and shall be subject to appropriate federal and state withholding for taxes, retirement and / or social security.

The parties agree that Guild members will be responsible for meeting department standards for appearance and functionality of uniforms. Failure to meet appearance standards may subject Guild members to disciplinary action. The City reserves the right to require replacement or, if appropriate, repair of uniform items whenever necessary regardless of the

cost to the Guild member or the status of an individual Guild member's uniform clothing payment.

The City reserves the right to withhold or reduce the uniform allowance of any Guild member who has announced a retirement or termination date within one year of the scheduled annual uniform allowance payout. Members who resign or are terminated within six months from having received the annual uniform allowance payment may be required to return unused funds to the City either in cash or by withholding from their final paycheck.

New officers hired by the department more than six months prior to the clothing allowance payment date shall receive the full clothing allowance. New officers hired less than six months before the clothing allowance payment date shall receive one half of the clothing allowance payment.

ARTICLE 25 – INSURANCE

Section A: Medical and Dental Insurance:

Subject to the requirements of the LEOFF Trust and AWC Trust, effective January 1, 2019, the City agrees to pay 100% of the premium for the employee and 90% for all dependents for medical coverage. Employees may choose between plans to include Kaiser \$20 Co-Pay (200) Plan or the LEOFF Plan F.

The City agrees to pay 100% of the premium for the employee for dental coverage under the AWC Trust, Washington Dental Service Plan A. The City agrees to pay up to 90% of the premium for dependents.

Section B. Officers who must pay a portion of the premiums for medical insurance may, if requested, participate in a pre-tax payment plan subject to IRS Section 125 and pursuant to City procedures and/or policies.

Section C. False Arrest Insurance. *The Employer shall maintain, without cost to the employee, adequate false arrest insurance.* [There is no agreement to maintain this language and it is reserved for single issue interest arbitration.]

Section D. Domestic Partner Insurance. Employees may, consistent with City policy, elect medical and/or dental insurance coverage for a domestic partner. The maximum cost to the City of the coverage shall be limited to the amount provided for spouse coverage under the medical plans as established in this contract.

Section E. Health Reimbursement Account: The City agrees to make monthly contributions not to exceed \$125 per employee to a Health Reimbursement Account (HRA as described above in Section B) for each member of the bargaining unit. Effective April 1, 2018, the

parties agree as part of the LEOFF F enrollment and Kaiser enrollment described above, that the monthly contributions shall be increased by \$125 for a total monthly contribution of \$250 per employee. It is expressly understood by the parties that this increase in HRA contributions is connected to the enrollment in Plan F.

Section F. Vision Insurance. The City agrees to pay the premium for family vision insurance coverage under the Vision Services Plan offered by the Association of Washington Cities Benefits Trust with no deductible and with the second pair of glasses option. Employees that elect the LEOFF F medical plan receive vision insurance through the LEOFF Trust.

Section G. Notification of Change in Status. Employees shall notify the employer in writing whenever there is a change in family status that affects one or more City benefit programs. Such changes could include but are not limited to: birth or adoption of a child; marriage, divorce or legal separation; Medicare eligibility of employee or dependent; loss of dependent status due to age, college enrollment status, or failure to meet IRS definition of dependent; loss of insurance coverage other than City's. Such notification shall normally be given to the employer within thirty (30) days of the event that creates the change in family status.

Section H. Discontinuation of Medical Plan. If a third party medical insurer discontinues an insurance plan during the term of this Agreement, the Parties will meet and attempt to negotiate a replacement plan in time for open enrollment in the new plan. If the parties are unable to agree on a replacement plan in time, the Parties agree to expedited grievance arbitration to ensure a decision prior to open enrollment. The role of the arbitrator will be limited to awarding a substitute plan of substantially similar value to replace the expiring plan. In the event that a substantially similar plan is less beneficial than the expiring plan, the Parties agree that the arbitrator would have jurisdiction to award a supplemental remedy such as a HRA/VEBA contribution to make up the difference. Prehearing briefing and closing arguments will be allowed provided the decision can be issued in time for open enrollment.

ARTICLE 26 - WORKER'S COMPENSATION, LIGHT DUTY AND ALTERNATIVE DUTY ASSIGNMENTS, CRITICAL INCIDENT PAID LEAVE

Section A. Time Loss. Any employee who is injured on the job and receives a time loss payment under state law shall keep the payment. The City will adjust the pay and leave balances of the employee for the period of time loss in accordance with state law.

Section B. Light Duty. When an employee is unable to perform regular duties due to job related injury or illness and the employee is receiving the employer's supplement as outlined in state law, the employee shall perform light duty tasks as the employer may require, subject to approval of the treating physician. When an employee is unable to perform regular duties due to a non-job related injury or illness and appropriate alternative work, as defined by the police chief, is available, the employee may request assignment to alternative duty tasks, subject to approval of the treating physician.

Section C. Critical Incident Leave. This leave shall be governed by department policy, but generally shall allow the use of critical incident leave following incidents involving:

1. Officer-involved use of deadly force or other serious use of force subject to independent investigation under Washington law;
2. Incidents involving serious bodily injury or death;
3. Exposure to traumatic events involving vulnerable victims, including children;
4. Line-of-duty death or serious injury of a law enforcement officer;
5. Any other incident determined by the Chief of Police or designee to be of comparable severity.

This leave shall be no less than 1 working shift and no more than 3 working shifts.

ARTICLE 27 - HOLIDAYS

Section A. Holidays. The following holidays shall be recognized and compensated:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
President's Day	Day after Thanksgiving Day
Memorial Day (last Monday in May)	Christmas Eve Day
Juneteenth	Christmas Day
Fourth of July	Two Floating Holidays
Labor Day	

*Floating Holidays. Employees may elect the days on which they desire to take the floating holiday following advance consultation (one week) with an approval by their respective supervisor.

Section B: Compensation for Holidays. All employees who have been on the payroll of the City thirty (30) days and who are available for work their regularly scheduled work day prior to and their regularly scheduled work day following the holiday shall receive eight (8) hours of regular pay for the holidays in Section A regardless of which day of the week the holiday falls.

Depending on the employee's status, the following compensation shall apply:

Holiday Compensation Chart	
<i>Holiday Situation</i>	<i>Compensation Received</i>
Employees on scheduled day off on the holiday	Eight (8) hours holiday pay
Employees scheduled to work on Holiday	Normal scheduled day of salary + One and a half (1.5) pay rate for all hours worked on scheduled shift. (2.5 hours pay rate for all hours worked)
Any hours worked in excess of regularly scheduled hours on holiday	Normal salary hourly rate + Double (2) time pay rate for all hours beyond scheduled shift. (totaling 3.0 rate of pay)
Employee required to work on Holiday which is also a scheduled day off	Eight (8) hours holiday pay + Double (2) time pay rate for all hours worked on the holiday (3.0 pay rate up to 8 hours: beyond 8 hours 2.0 pay rate)
Annual Leave taken on Holiday	Scheduled hours taken from annual leave deducted + eight (8) hours of holiday pay
Call Out on Holiday Leave while on Scheduled day off	Eight (8) hours holiday pay + Double (2) time pay rate for all hours worked (minimum three (3) hour compensation) (3.0 pay rate up to 8 hours: beyond 8 hours 2.0 pay rate)
Sick Leave taken on holiday	Scheduled hours taken from Sick Leave + eight (8) hours of holiday pay
Administrative employee compensation on holiday that falls on a work day	Day off with pay
Administrative employee compensation for holiday that falls on scheduled day off	Day off with pay on State/Federal observed holiday
Floating holiday compensation	Day off with pay

Section C. Application. Holiday pay applies to a shift which begins on the date of the holiday.

Section D. Annual Leave In Lieu Of. Employees on their scheduled day off which falls on a holiday may choose to add eight hours of annual leave to their annual leave account in lieu of eight hours of holiday pay. Employees may choose annual leave in lieu of holiday pay on no more than (6) six occasions throughout the calendar year.

Section E. Administrative Option. Administrative Guild members who already have the day off on the State/Federal observed holiday (Friday or Monday) will have two options:

1. Take the last working day before or first working day following as a day off with pay. If they are called into work on the actual holiday they receive double time pay for all time worked; or,
2. Work their scheduled day. If they are called in to work on the actual holiday they receive up to eight hours of triple time and then double time for anything after that. If they are not called out on the actual holiday, they receive 8 hours of holiday pay or elect to add 8 hours of annual leave to their annual leave account.

ARTICLE 28 - ANNUAL LEAVE, COMMUNITY SERVICE LEAVE

Section A. Annual Leave. Annual leave with pay shall be allowed to each regular employee with six (6) months continuous service at the rate of eight (8) hours of annual leave credit for each month of completed service. During the first six (6) months of service, no annual leave with pay shall be allowed. After six (6) months employment, the employee shall have six (6) days accrued.

Section B. Annual Leave Accrual Rates. Annual leave for all employees shall be as follows:

During Year of Employment	Vacation Time Accrued Per Month
1	12
2-4	14
5-9	16
10-14	18
15-19	20
20-24	22
25+	24

Section C. Annual Leave Accrual Limits. Employees shall accumulate no more than 360 hours of annual leave at any one time. If annual leave is scheduled 30 days in advance and the chief must cancel and the cancellation causes the accrual to go over the 360 hour limit, the City agrees to pay the officer for any time lost over the 360-hour limit. No more than 240 hours of annual leave under this section shall be paid to an employee upon separation from employment with the City.

Section D. Years of Service. For the purpose of annual leave accrual, "years of service" is defined as that service unbroken by separation from City service other than by military, Peace Corps, annual leave, sick leave, disability leave or other authorized leave. Effective upon ratification of this Agreement, lateral transfers shall have their current accrual rates adjusted for time in law enforcement service in other jurisdictions. Employees returning from such leave or employees who were laid off, shall be entitled to credit for service prior to and including the leave or lay-off.

Section E. Annual Leave Scheduling.

1. The Employer agrees that an employee's request to take annual leave credited to the employee shall normally be honored, provided that it does not interfere with work load requirements and schedules.
2. Other factors being equal, employees with the greater seniority within the same job classification shall be given preference of annual leave requests within the respective selections involved.
3. Employees who desire to take their annual leave at a specific period and time shall submit their request to the Chief or their designee in writing using the patrol leave schedule. The patrol leave schedule will begin circulation to officers assigned to patrol no later than October 15th of the preceding calendar year. The schedule will be circulated based on seniority outlined in Sect E: (2). Each officer will have three consecutive days to select a block of vacation not to exceed three consecutive scheduled work weeks. At the end of that three-day period the selection process will proceed to the next senior employee who will schedule their annual leave during their scheduled time block and will have preference for their requested annual leave over any senior officer who failed to submit their request during their scheduled three-day time block. A senior officer may select their annual leave at any point after their scheduled three-day time block has passed as long as it does not conflict with previously scheduled annual leave. The vacation schedule will be submitted to the Chief or their designee no later than December 30th of the prior calendar year. Subject to modification due to work load requirements and schedules, the chief or their designee will compile and publish a listing of these requests by the 1st of February of the scheduled calendar year. Employees on said list shall have priority and shall be granted annual leave insofar as possible for the time stipulated on the listing. Should it be necessary for the City to cancel a previously scheduled annual leave due to emergency workload requirements, the employee's annual leave so canceled will be given priority for re-scheduling. It is understood and agreed between the parties that all annual leave shall be granted at the convenience of the Employer.

If an officer is in the Field Training Officer program when the primary vacation schedule process is initiated, the officer in training is not eligible to select a primary vacation, regardless of their seniority. Upon successful completion of the FTO program, the officer will be eligible to select their primary vacation for the following year based on availability.

4. Any regular employee who is in an annual leave status and becomes incapacitated through illness, accident or hospitalization shall have the right to revert to a sick leave status. In such case an employee shall furnish a statement from a duly licensed physician.
5. Patrol Sergeants and Lieutenants assigned to the same patrol team may not be on annual leave at the same time, unless authorized by the Chief or his designee.

Section F. Community Service Leave

Per City Policy, Community Service Leave (8 hours) may be used by employees for volunteer activities performed for: registered nonprofit organizations; schools or educational programs; community events or civic programs; government-sponsored volunteer efforts; or other charitable or community-based organizations approved by the city.

Volunteer activities must provide a public or community benefit and may not result in personal financial gain for the employee. Employees must submit a leave request at least one week in advance to their supervisor with approval by their respective supervisor.

ARTICLE 29 - TRAINING

Section A. Intent and Purpose. To improve the efficiency and professionalism of the officers, the Department will strive to provide professional training each year, subject to budget and manpower availability.

ARTICLE 30 - SAFETY

Section A. Equipment. To ensure the safety of all officers and to improve the effectiveness of the Department, the City will provide each officer with a bullet resistant vest as part of the officer's regular uniform. The City agrees to provide for any upkeep, maintenance, or reconditioning necessary as determined by the chief to keep the vest in safe condition.

ARTICLE 31 - SUBSTANCE ABUSE PREVENTION

Section A. Intent and Purpose. The City and the Guild acknowledge that substance abuse poses a serious threat to the health, safety and productivity of officers, other City employees and members of the public. For that reason, the Guild agrees that its members will be subject to the City's Substance Abuse policy as established in the City of Tumwater Personnel Policy and Procedures Manual with the following additions, modifications or clarifications:

1. It is understood that Guild officers will be requested and not required to sign a statement acknowledging receipt of a copy of the policy. Officers who choose not to sign will be subject to documentation from department management indicating that they received the copy but chose not to sign an acknowledgment of receipt.
2. Throughout the City's Substance Abuse Policy, the standard for supervisory action toward Guild members on matters of substance abuse shall be "probable cause". The basis for establishing probable cause for action shall be outlined in a written, standard operating procedure of the Tumwater Police Department to be adopted concurrently with this agreement.
3. For purposes of testing for the presence of substances, any positive result from a guild member's sample will be subject to confirmation by a GC-MS test.
4. The parties to this agreement recognize that maintaining a chain of custody for test samples is vital to fair treatment of the employee who has been tested. The parties acknowledge that the current chain of custody standards used by the testing service providers selected by the City and detailed during these negotiations are appropriate and sufficient. It is understood that a documented violation of the agreed upon standards for maintaining the chain of custody for test samples would nullify the sample and, if feasible, require retesting.
5. The parties further agree that the thresholds for reporting positive findings of commonly abused substances to the employer by the testing services provider shall be as follows:

SUBSTANCE	SCREENING THRESHOLD
Alcohol (Scr)	.03 G / DL
Cannabinoid (UR)	100 NG / ML
Amphetamines	1000 NG / ML

Barbiturates	300 NG / ML
Benzodiazepines	300 NG / ML
Cocaine (Metab)	300 NG / ML
Methadone	300 NG / ML
Methaqualone	300 NG / ML
Opiates	300 NG / ML
Phencyclidine	25 NG / ML
Propoxyphene	300 NG / ML

6. The parties agree that blood testing will be required of officers only for the purpose of determining or confirming whether alcohol is present within the system of the employee who is being tested.
7. If an employee has tested positive, the employer will provide a copy of the test results.
8. An employee being tested may request to have a sample collected by the City's designated test facility for testing by a laboratory of his/her choosing at the expense of the employee.
9. It is understood that the duty of a bargaining unit supervisor who suspects the impairment of another member of the bargaining unit will be limited to making the necessary observations and promptly notifying the deputy police chief or chief, who will handle the report per the department's established procedure.
10. If an employee tests positive for substance abuse and is disciplined for violating the City's substance abuse policy for the first time, the discipline will be limited to a written warning on the condition that the employee must cooperate fully with any treatment program required by the City and agree to refrain from any future violations of the policy. If the employee has violated other department or City policies concurrently with the substance abuse policy, discipline up to and including termination may be administered as appropriate under the City policy or Civil Service Rules.

Section B. Discipline Resulting from Substance Abuse. The parties agree that any discipline/discharge action taken under the City's substance abuse policy, shall be subject to the provisions of Article 9 of this agreement.

ARTICLE 32 – SALARIES

Section A. 2027 Salary Schedule. Effective January 1, 2027, the 2026 monthly pay schedule shall be increased by an amount equal to 100% of the Seattle-Tacoma-Bellevue region CPI-U (June 2026) over the 2026 rates, with a minimum of 2.5% and a maximum of 5.0%. The June 2026 Seattle-Tacoma-Bellevue region CPI-U is 4.5% per the Bureau of Labor Statistics.

Section B. 2028 Salary Schedule. Effective January 1, 2028, the 2027 monthly pay schedule shall be increased by an amount equal to 100% of the Seattle-Tacoma-Bellevue region CPI-U (June 2027) over the 2027 rates, with a minimum of 2.5% and a maximum of 5.0%.

Section C. 2029 Salary Schedule. Effective January 1, 2029, the 2028 monthly pay schedule shall be increased by an amount equal to 100% of the Seattle-Tacoma-Bellevue region CPI-U (June 2028) over the 2028 rates, with a minimum of 2.5% and a maximum of 5.0%, with an additional market increase of 1.0%.

Salaries reflect an additional 2% premium applied in 2026 for implementation of the body worn camera program.

Police Officer	2027
Academy	\$7,369
FTO	\$7,736
Probation	\$8,118
Year 2	\$8,535
Year 3	\$8,958
Year 4	\$9,412
Year 5	\$9,888
Year 6	\$10,379
Year 7 and above	\$10,638

Police Sergeants	
Step 1	\$11,890
Step 2	\$12,220
Step 3	\$12,550
Step 4 and above	\$12,879

Police Lieutenants	
Step 1	\$13,521
Step 2	\$13,906
Step 3 and above	\$14,288

Section D. Salary Steps Resulting from Promotion. An employee promoted to a different job class covered by this agreement will be placed at the nearest pay step, which provides a salary increase.

Section E. Paydays. There shall be two paydays in a month. The first pay day of the month will be on or before the twenty-fifth (25th) day of the month. The second will be on or before the tenth (10th) day of the month.

Section F. Deferred Compensation. For 2027, the City shall match an employee's contribution of up to two point five percent (2.5%) of their base pay to the deferred compensation program. For 2028, the City shall match an employee's contribution of up to three percent (3.0%) of their base pay to the deferred compensation program. For 2029, the City shall match an employee's contribution of up to four (4.0%) of their base pay to the deferred compensation program. The employee may elect to contribute additional funds with no employer match as determined or restricted by the deferred compensation plan.

ARTICLE 33 – LONGEVITY

Officers will be accorded a longevity premium in accordance with the following schedule:

	2027	2028	2029
10 Years of Service	5.0%	5.0%	5.0%
15 Years of Service	5.5%	5.5%	5.5%
20 Years of Service	6.0%	6.0%	6.0%
25 Years of Service	6.5%	6.5%	6.5%

ARTICLE 34 - SAVINGS CLAUSE

Should any article, section or portion of this Agreement be held unlawful and unenforceable by final order of any court of competent jurisdiction or administrative agency having jurisdiction over the subject matter, or by legislation of the State of Washington or federal government, such decision or legislation shall apply only to the specific article, section or position thereof directly affected. Upon issuance of any such decision or legislation, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term thereof.

ARTICLE 35 - TERM OF AGREEMENT

All provisions of this Agreement shall continue to be in full force and effect from January 1, 2027 through December 31, 2029, unless otherwise specified in this agreement.

Prior to termination of this contract, either party may recommend any or all parts of the Agreement be re-opened for negotiations, for a successor agreement. Notice to open negotiations must be provided to the other party in writing within one hundred fifty (150) days of the termination of this Agreement by submission and receipt in writing to the other party. The party receiving the request for re-opening of the contract will then be provided an opportunity to submit their recommendations or proposal prior to the start of formal negotiations.

APPENDIX A – PUBLIC SAFETY STATEMENT**Public Safety Statement**

Use of Deadly Force Situations

SUMMARY STATEMENT TO SUPERVISOR

Incident Number: _____ Date: _____

Directions to on-scene supervisor:

This is a compelled statement.

The supervisor (sergeant or higher rank) is compelling this statement and will not deviate from its contents.

The supervisor will write down on this card the answers provided verbatim, and disseminate public safety information immediately via radio as appropriate, and provide this completed card to the first arriving investigative supervisor.

The police supervisor receiving this information is required to submit a written statement to the Investigations Division. The statement is to include that the Summary Statement was formally given to the involved officer, the content of the answers given by the involved officer, and that the supervisor did not deviate from the specified questions.

“(Rank of involved officer) _____ (Name of involved Officer) _____, I am directing you to give me a summary statement in a use of deadly force incident. Due to the immediate need to take action, you are ordered to answer the following questions listed below. If you refuse to answer these questions relating to the performance of your official duties, you will be subject to Department charges, which could result in your dismissal from the Department.”

Requesting Supervisor:

Name _____ Rank _____ Per.# _____ Time _____

“At this time and to the **best of your knowledge**, please answer the following”:

1. From where and in what direction did you fire rounds?

_____.

2. In what direction did the suspect(s) fire rounds?

_____.

3. If you know of anyone injured, what is her/his location?

4. If any suspects are outstanding, what are their descriptions?

Supervisors: If there are **no** outstanding suspects, proceed directly to question #5, otherwise ask question #4 (a-d).

4a. What was their direction of travel?

4b. How long have they been gone?

4c. With what weapons were they armed?

4d. Are there any other safety risks known about the outstanding suspect(s)?

5. Does any evidence need protection?

6. Any known witnesses?

7. Where are they located?

“(Rank of involved officer) _____ (Name of involved officer) _____, in order to prevent the contamination of your statement, I order you not to discuss this incident with anyone, including your supervisors or staff officers, prior to the arrival of the assigned investigators, with the exception of your legal representation.”

This Agreement shall remain in full force and effect during the period of negotiation. This Agreement may be amended at any time during its effective term, provided there is mutual consent of both parties in writing.

DATED this _____ of _____, 2026.

CITY OF TUMWATER

TUMWATER POLICE OFFICERS GUILD

Leatta Dahlhoff
Mayor
City of Tumwater

Jacob Rodriguez
President
Tumwater Police Guild

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

TO: City Council
FROM: Shawn Crimmins, Deputy Fire Chief
DATE: September 1, 2026
SUBJECT: Lease Agreement with Lacey Fire District 3 for Shower Trailer

1) Recommended Action:

Authorize the Mayor to sign the Shower Trailer Lease Agreement with Lacey Fire District 3

2) Background:

Station T1 was built in 2000 and the current bathrooms are in need of updating. Facilities is planning on replacing the showers in both the men's and women's main staff bathrooms. During construction the current showers will be out of service. With 24/7 staffing it is necessary to have an adequate number of working showers. Lacey Fire District 3 has an 8-stall mobile shower trailer available to lease. It is anticipated that the project will take one month.

3) Policy Support:

2026-2032 Strategic Plan, Health and Safety

- Develop initiatives to address growing emergency service demands
-

4) Alternatives:

☐ Do not approve

5) Fiscal Notes:

Lease payment is \$2250 per month, \$75 per day for partial month.

6) Attachments:

A. Shower Trailer Lease Agreement with Lacey Fire District 3

**AGREEMENT BETWEEN
THURSTON COUNTY FIRE PROTECTION DISTRICT 3
AND
CITY OF TUMWATER**

FOR USE OF DISTRICT SHOWER TRAILER

When signed return to: Thurston County Fire Protection District 3
Attn: Fire Chief Jennifer Schmidt
1231 Franz Street SE
Lacey, WA 98503

This Agreement is entered into by and between Thurston County Fire Protection District 3, a Washington Fire Protection District, hereinafter referred to as “District,” and the City of Tumwater, hereinafter referred to as “Tumwater.” In consideration of the mutual promises contained herein, the District and Tumwater agree as follows:

I. Purpose / Objective

The purpose of this Agreement is to allow Tumwater to use the District-owned shower trailer on a month-to-month basis, subject to the terms and conditions of this Agreement. The District owns a mobile shower trailer that may be made available for temporary use when not needed for District operations, emergency response, training, firefighter rehabilitation, disaster response, maintenance, or other District purposes.

Tumwater desires to use the shower trailer for temporary shower and hygiene support, and the District is willing to allow such use under the terms of this Agreement. Nothing in this Agreement creates a permanent lease, ownership interest, or entitlement to continued use of the shower trailer.

II. Definitions

District: Thurston County Fire Protection District 3, DBA Lacey Fire District 3

Tumwater: City of Tumwater Fire Department including its officers, officials, employees, agents, volunteers, contractors, invitees, and any person or entity using the shower trailer under Tumwater’s control or authorization.

Shower Trailer: The District-owned mobile shower trailer, including installed fixtures, plumbing, electrical systems, water connections, wastewater connections, heating or ventilation systems, onboard equipment, accessories, and any District-provided items listed in Exhibit A.

Use Period: The period during which Tumwater is authorized to possess and use the shower trailer under this Agreement.

Month-to-Month Use: Temporary use that renews monthly unless terminated by either party consistent with this Agreement.

Normal Wear and Tear: Reasonable deterioration from ordinary use, excluding damage, misuse, neglect, abuse, freezing, contamination, vandalism, improper connection, improper towing, improper setup, or failure to maintain the trailer.

III. Scope of Agreement / Use

A. District Responsibilities. The District shall:

1. Make the shower trailer available to Tumwater for the approved Use Period, provided the trailer is available and not needed for District purposes.
2. Provide the shower trailer in its current condition at the beginning of the Use Period.
3. Provide Tumwater with available operating instructions, basic setup information, and known limitations related to the shower trailer.
4. Identify District-provided equipment, accessories, keys, hoses, cords, adapters, or other items included with the shower trailer in Exhibit A.
5. Retain ownership of the shower trailer and all District-owned equipment associated with the trailer.
6. Reserve the right to inspect the shower trailer upon reasonable notice during the Use Period.
7. Reserve the right to immediately recover or require return of the shower trailer if needed for emergency operations, disaster response, firefighter rehabilitation, training, District operations, maintenance, repair, or other public safety need.

B. Tumwater Responsibilities. Tumwater shall:

1. Use the shower trailer only for the purpose approved by the District.
2. Maintain custody and control of the shower trailer during the Use Period.
3. Be responsible for safe placement, security, operation, cleaning, sanitation, and routine monitoring of the shower trailer.
4. Ensure the shower trailer is used only by authorized persons and only in a safe and lawful manner.
5. Provide and maintain all required water, wastewater, sewer, graywater, electrical, fuel, utility, site access, permits, site preparation, and other operational requirements unless otherwise agreed in writing.
6. Ensure all wastewater, graywater, sewage, runoff, cleaning products, and other discharges are handled in compliance with applicable laws, permits, and environmental requirements.
7. Prevent freezing, overheating, contamination, overloading, improper electrical connection, improper water pressure, improper wastewater connection, vandalism, theft, misuse, and damage.
8. Keep the trailer clean, sanitary, secure, and in good working condition.
9. Promptly notify the District of any damage, malfunction, safety concern, theft, loss, vandalism, contamination, utility failure, accident, or other issue affecting the trailer.

10. Not modify, alter, repair, paint, mark, remove decals from, or attach equipment to the shower trailer without prior written approval from the District.
11. Not sublease, loan, rent, assign, or transfer the shower trailer to any third party without prior written approval from the District.
12. Return the shower trailer in the same condition as received, except for normal wear and tear.
13. Pay all fees, costs, damages, repairs, cleaning costs, recovery costs, and other charges required under this Agreement.

IV. Delivery, Setup, Movement, and Return

- A. Unless otherwise agreed in writing, District will coordinate the delivery, setup, user training, and return of the shower trailer.
- B. Tumwater is responsible for ensuring the site is suitable for placement and operation of the shower trailer, including adequate access, stable surface, drainage, utility access, clearance, security, and emergency access.
- C. District shall coordinate the pickup and return of the shower trailer to the District at the end of the Use Period, or earlier upon termination of this agreement.
- D. If Tumwater fails to coordinate return the shower trailer when required, the District may recover the shower trailer and Tumwater shall be responsible for any related costs.

V. Payment / Fees / Costs

- A. Tumwater shall pay the District a monthly use fee of \$2,250 per month for use of the Shower Trailer. For periods less than a full month, Tumwater shall pay \$75 per day.
- B. Monthly fees shall be due within 30 days of invoice unless otherwise stated in Exhibit B.
- C. The monthly use fee does not include costs for utilities, water, wastewater disposal, graywater disposal, cleaning, sanitation, transport, repairs, replacement, damage, permits, security, insurance deductibles, or other operational costs unless specifically stated in this Agreement.
- D. Tumwater shall be responsible for all costs associated with water supply, electrical service, water, wastewater, or graywater disposal, site preparation, cleaning and sanitation, pumping, environmental compliance, security, damage repair, replacement of missing items, excessive wear, misuse, neglect, vandalism, improper operation, and any third-party charges incurred because of Tumwater's use of the shower trailer.
- E. The District may invoice Tumwater for any costs incurred by the District related to Tumwater's possession, use, damage, failure to maintain, failure to return, or failure to properly operate the shower trailer.

VI. Method of Payment

- A. The District shall submit invoices to Tumwater for monthly use fees and any additional charges authorized under this Agreement.
- B. Tumwater shall make payment within 30 days of receipt of invoice.
- C. Payments shall be made to Thurston County Fire Protection District 3, 1231 Franz Street SE, Lacey, WA 98503, unless otherwise directed by the District.
- D. Unpaid amounts may result in termination of this Agreement and recovery of the shower trailer.

VII. Condition of Trailer / Inspection

- A. Prior to release of the shower trailer, the parties should complete a condition inspection using the form attached as Exhibit C.
- B. Upon return, the parties should complete a return inspection documenting the condition of the shower trailer and any missing, damaged, or unclean items.
- C. Tumwater accepts the shower trailer in its condition at the beginning of the Use Period unless otherwise documented in Exhibit C.
- D. The District makes no representation that the shower trailer is suitable for Tumwater's specific purpose, site, occupancy, staffing model, utility system, or operational need.

VIII. Maintenance, Cleaning, Sanitation, and Repairs

- A. Tumwater shall be responsible for routine cleaning, sanitation, and care of the shower trailer during the Use Period.
- B. Tumwater shall not perform repairs or authorize third-party repairs without prior written approval from the District, except in an emergency necessary to prevent injury, environmental damage, or further damage to the trailer.
- C. Tumwater shall immediately notify the District of any needed repair, malfunction, damage, leak, electrical issue, plumbing issue, safety issue, or operational problem.
- D. The District may determine whether repairs will be performed by District personnel, a District-approved vendor, or another authorized service provider.
- E. Tumwater shall be responsible for repair costs caused by Tumwater's use, misuse, negligence, failure to maintain, improper setup, improper utility connection, freezing, contamination, vandalism, theft, or damage beyond normal wear and tear.

X. Indemnification

Tumwater shall defend, indemnify, and hold harmless the District, its officers, officials, employees, volunteers, and agents from and against any and all claims, injuries, damages, losses, costs, expenses, suits, or liabilities, including reasonable attorney fees, arising out of or related to Tumwater's possession, transport, setup, operation, use, maintenance, supervision, security, or return of the shower trailer, except to the extent caused by the negligence of the District.

The District shall defend, indemnify, and hold harmless Tumwater, its officers, officials, employees, volunteers, and agents from and against any and all claims, injuries, damages, losses, costs, expenses, suits, or liabilities, including reasonable attorney fees, to the extent caused by the District's negligence in the performance of its responsibilities under this Agreement.

For purposes of this Agreement, each party expressly waives its immunity under Title 51 RCW, the Industrial Insurance Act, only to the extent necessary to give effect to this indemnification provision. This waiver has been mutually negotiated by the parties.

XI. Insurance

Before taking possession of the shower trailer, Tumwater shall provide proof of insurance acceptable to the District, including:

- A. Commercial General Liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, or such other limits as approved by the District;
- B. Automobile Liability insurance with limits not less than \$1,000,000 combined single limit if Tumwater will tow, move, or transport the shower trailer;
- C. Property, inland marine, equipment, or other coverage sufficient to cover loss, theft, damage, or replacement of the shower trailer while in Tumwater's possession, care, custody, or control;
- D. Workers' compensation coverage as required by Washington law, if applicable; and
- E. Any additional insurance reasonably required by the District based on the nature, location, or duration of use.
- F. The District shall be named as an additional insured where applicable, and Tumwater shall provide certificates of insurance upon request. Any deductible or self-insured retention applicable to Tumwater's coverage shall be the sole responsibility of Tumwater.

XII. Warranty / Disclaimer

The District provides the shower trailer "as is" and makes no express or implied warranty regarding the condition, fitness, suitability, merchantability, habitability, capacity, availability, or uninterrupted use of the shower trailer. The District is not responsible for loss of use, inconvenience, business interruption, special damages, consequential damages, or other costs arising from trailer malfunction, recall, utility failure, site issues, weather, or other conditions affecting Tumwater's use of the shower trailer.

XIII. Duration of Agreement

This Agreement shall commence on the Effective Date and shall continue on a month-to-month basis unless terminated as provided herein. The initial Use Period shall be from September 1 through October 31, 2026, and shall automatically renew monthly unless terminated by either party. The trailer must be returned to the District no later than December 15, 2026.

XIV. Termination

- A. Either party may terminate this Agreement with 30 days' written notice to the other party.
- B. The District may terminate this Agreement immediately and require return of the shower trailer if Tumwater fails to pay amounts due; Tumwater misuses, damages, neglects, or improperly operates the trailer; Tumwater fails to maintain required insurance; Tumwater subleases, transfers, or allows unauthorized use of the trailer; Tumwater violates any law, permit, environmental requirement, or safety requirement; continued use presents a safety, operational, legal, environmental, or reputational risk to the District; or Tumwater otherwise breaches this Agreement.
- C. Upon termination, Tumwater shall immediately cease use and return the shower trailer as directed by the District.
- D. Termination does not relieve Tumwater of responsibility for fees, damages, repairs, cleaning costs, recovery costs, or other obligations incurred before return of the shower trailer.

XV. No Separate Legal Entity Created / Property

No separate legal entity is created by this Agreement. The shower trailer remains the sole property of the District. Tumwater obtains only temporary permission to use the shower trailer under the terms of this Agreement. Tumwater shall not claim ownership, lien, title, interest, or other property right in the shower trailer.

XVI. Entire Agreement

This Agreement, including any exhibits incorporated by reference, sets forth all terms and conditions agreed upon by the parties and supersedes any prior oral or written agreements related to the subject matter of this Agreement.

XVII. Amendments

Any amendment to this Agreement must be in writing and signed by authorized representatives of both parties. The District Fire Chief or designee may approve administrative updates to exhibits, contact information, equipment lists, inspection forms, or operational instructions, provided such updates do not materially alter the Agreement unless approved as required by District policy.

XVIII. Notice

Any notice required under this Agreement shall be provided to the parties at the addresses listed below and is effective three days following deposit in the United States Postal Service, or upon confirmed electronic delivery if email notice is accepted by both parties.

District:

Thurston County Fire Protection District 3
Attn: Fire Chief Jennifer Schmidt
1231 Franz Street SE
Lacey, WA 98503
Email: jschmidt@laceyfire.com

Tumwater:

City of Tumwater – Tumwater Fire Department
Attn: Fire Chief Brian Hurley
555 Israel Road SW
Tumwater, WA 98501
Email: bhurley@ci.tumwater.wa.us

XIX. Interpretation and Venue

This Agreement shall be governed by the laws of the State of Washington. Any lawsuit related to or arising out of this Agreement shall be brought and maintained in Thurston County Superior Court.

XX. Dispute Resolution

In the event of a dispute arising out of this Agreement, the dispute shall first be referred to representatives designated by each party to oversee administration of this Agreement. The representatives shall meet within 14 calendar days of either party's request for a meeting and shall make a good faith effort to resolve the dispute.

If the parties are unable to resolve the dispute, the matter may be referred to mediation by mutual agreement. Any expenses incidental to mediation shall be borne equally by the parties unless otherwise agreed.

XXI. Ratification

Any act consistent with the authority and prior to the effective date of this Agreement is hereby ratified and confirmed.

XXII. Effective Date

This Agreement takes effect as of the date of the last signature below.

LACEY FIRE DISTRICT 3

By: _____	Date: _____
Name: _____	Title: _____

CITY OF TUMWATER – TUMWATER FIRE DEPARTMENT

_____ Signature	_____ Date
Leatta Dahlhoff	
_____ Name	
Mayor	
_____ Title	
555 Israel Road SW	
Tumwater, WA 98501	
_____ Address	
360-754-4170	
_____ Telephone	

_____ Signature	_____ Date
Melody Valiant – City Clerk	
_____ Name & Title	

APPROVED AS TO FORM

_____ Signature	_____ Date
Karen Kirkpatrick – City Attorney	
_____ Name & Title	

Exhibit A - Shower Trailer and District-Provided Equipment

Trailer Description: BLACK TIE 8 STALL SHOWER TRAILER
Year / Make / Model: 2023 BLACK TIE 8 STALL SHOWER TRAILER
VIN / Serial Number: 4B9BA322XNMO11146
District Asset Number: 3615
License Plate: D8389C
General Description: HYGIENE TRAILER

District-provided equipment/accessories:

Item	Quantity	Condition at Release	Condition at Return
Shower trailer keys			
Water hoses			
Sewer/wastewater hoses			
Electrical cords/adapters			
Wheel chocks			
Leveling blocks/jacks			
Cleaning supplies			
Other: _____			
Other: _____			

Exhibit B - Fee Schedule and Cost Responsibility

Fee / Cost Item	Responsibility / Amount
Monthly Use Fee	\$2,250 per month
Security Deposit, if applicable	N/A
Delivery / Pickup Fee, if applicable	N/A
Cleaning Fee, if returned unclean	Actual cost
Damage Repair	Actual cost
Missing Equipment Replacement	Actual cost
Late Return / Holdover Fee	N/A
Utility Costs	Responsibility of Tumwater
Wastewater / Pumping / Disposal Costs	Responsibility of Tumwater
Emergency Recovery / Towing Costs	Responsibility of Tumwater

Payment due within 30 days of invoice.

Exhibit C - Shower Trailer Release and Return Inspection Form

Date Released: _____

Released To: _____

District Representative: _____

Tumwater Representative: _____

Mileage, if applicable: _____

Generator Hours, if applicable: _____

Propane/Fuel Level, if applicable: _____

Condition at Release

Inspection Item	OK	Issue / Notes
Exterior body		
Roof		
Tires/wheels		
Hitch/coupler/safety chains		
Lights/brakes		
Doors/locks		
Interior cleanliness		
Shower stalls		
Sinks/fixtures		
Plumbing		
Water connection		
Wastewater connection		
Electrical system		
Heating/ventilation		
Generator, if applicable		
Accessories/equipment		

Condition at Return

Inspection Item	OK	Issue / Notes
Exterior body		
Roof		
Tires/wheels		
Hitch/coupler/safety chains		
Lights/brakes		
Doors/locks		
Interior cleanliness		
Shower stalls		
Sinks/fixtures		

Plumbing		
Water connection		
Wastewater connection		
Electrical system		
Heating/ventilation		
Generator, if applicable		
Accessories/equipment		

Notes / Damage / Missing Items:

District Representative Signature: _____ Date: _____

Tumwater Representative Signature: _____ Date: _____