



CITY OF
TUMWATER

**PUBLIC HEALTH & SAFETY COMMITTEE
MEETING AGENDA**

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

**Tuesday, March 10, 2026
8:00 AM**

1. Call to Order
2. Roll Call
- [3.](#) Approval of Minutes: Public Health and Safety Committee, February 10, 2026
- [4.](#) Tentative Tumwater Police Policy 539 – Body Worn Camera Policy – Briefing (Police Department)
- [5.](#) Memorandum of Understanding with the Tumwater School District regarding Temporary Reduction of School Resource Officer (SRO) Staffing (Police Department)
- [6.](#) Interlocal Agreement for Opioid Abatement Council Independent Subcommittee with the Cities of Lacey, Olympia and Thurston County (Executive Department)
- [7.](#) Committee Meeting Schedule (Executive Department)
8. Additional and Future Items
9. Adjourn

Meeting Information

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

Watch Online

<https://us02web.zoom.us/j/82380809785?pwd=LmZNtlcBssXYM7JbEdNVaKunqyB0pB.1>

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 823 8080 9785 and Passcode 159144.

Public Comment

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

Post Meeting

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

Accommodations

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an accommodation or alternate format of communication, please contact the City's ADA Coordinator directly, call (360) 754-4129 or email ADACoordinator@ci.tumwater.wa.us. For vision or hearing impaired services, please contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384.

MEETING MINUTES

TUMWATER PUBLIC HEALTH & SAFETY COMMITTEE
February 10, 2026



CONVENE: 8:00 a.m.

PRESENT: Chair Peter Agabi and Councilmembers Kelly Von Holtz and Brandon Weedon

Staff: Acting Police Chief Carlos Quiles, Fire Chief Brian Hurley, Deputy Fire Chief Shawn Crimmins, City Attorney Karen Kirkpatrick, City Administrator Paul Simmons, Finance Director Troy Neimeyer, Police Lieutenant Kenneth Driver and Executive Assistant Erika Stone

Others: Ben Miller-Todd Director of Emergency Services with Medic One and Kyle Bustad, Thurston County Emergency Management Manager

APPROVAL OF MINUTES: **Councilmember Von Holtz moved, seconded by Councilmember Weedon, to approve the minutes of January 13, 2026, as presented. A voice vote approved the motion.**

SELECTION OF COMMITTEE CHAIR: Councilmember Weedon nominated Councilmember Von Holtz to serve as Chair of the Public Health and Safety Committee

Councilmember Agabi nominated himself to serve as the Chair of the Public Health & Committee.

VOTE OF AFFIRMATION: **Through a two to one vote, Councilmember Von Holtz was elected to serve as Chair of the Tumwater Public Health and Safety Committee during 2026 and 2027.**

INTERLOCAL AGREEMENT WITH THURSTON COUNTY FOR EMERGENCY MANAGEMENT:

Fire Chief Hurley presented an Interlocal Agreement with Thurston County for Emergency Management. Chief Hurley is currently the chair of the Emergency Management Committee that meets monthly. The agreement supports planning efforts, training, outreach, mitigation support, and response support by Thurston County Emergency Management.

Manager Bustad provided an overview of the program organizational chart. There were some questions regarding cost moving forward and coordination with the City, County and State for Emergency Management.

MOTION:

Councilmember Weedon moved, seconded by Councilmember Agabi, to place the Interlocal Agreement with Thurston County on February 17, 2026, on the Consent Calendar with a recommendation to approve and authorize the Mayor to sign. A voice vote approved the motion unanimously.

ADDITIONAL ITEMS:

Councilmember Agabi stated that he will be stepping down as a member of the Public Health & Safety Committee effective February 10, 2026

ADJOURNMENT:

With there being no further business, Chair Von Holtz adjourned the meeting at 8:30 a.m.

Prepared by Erika Stone, Executive Assistant

TO: Public Health & Safety Committee
 FROM: Ken Driver, Acting Deputy Chief
 DATE: March 10, 2026
 SUBJECT: Tentative Tumwater Police Policy 539 – Body Worn Camera Policy – Briefing

1) Recommended Action:

Schedule the Tumwater Police Department Policy 539 – Body Worn Cameras for the City Council Work Session on March 24, 2026, for further discussion.

2) Background:

In September 2025, the Tumwater Police Department initiated the Body-Worn Camera (BWC) Project to deploy body-worn cameras and replace the department’s existing in-car video systems. This initiative was identified as a priority by the City Council, the Tumwater Police Guild, and police department leadership.

In October 2025, the department conducted due diligence by consulting with neighboring jurisdictions currently using Axon video solutions to ensure the system would meet the operational needs of both the department and the community. During the same month, Axon provided a final product demonstration to the command staff, and contract discussions with the company began shortly thereafter.

In November 2025, a draft body-worn camera policy was developed and negotiated with the Tumwater Police Guild. The policy presented today represents the mutually agreed-upon language between the Tumwater Police Department and the Guild.

In December 2025, final project costs were established with Axon, and a memorandum of understanding was completed and signed with the Tumwater Police Guild. The Axon purchase agreement was also finalized and approved by the City Council.

The department placed the equipment order in late December, and the final shipment was received near the end of January. The department is currently working with Axon to complete installation, training, and deployment of the devices.

One of the final steps in this project is to provide an opportunity for Council and public comment on the proposed Body-Worn Camera Policy.

3) Policy Support:

2026-2032 Strategic Priorities & Goals
 Focus Area Work Plan Goal Statement: Provide and sustain quality public safety services.

4) Alternatives:

- Don’t recommend the Tumwater Police Department Policy 539 – Body Worn Camera policy be sent to the City Council work session on March 24th, 2026 for council discussion.

5) Fiscal Notes:

The startup cost for the implementation of the Body Worn Camera program in 2025 & 2026:

Body Worn Cameras			
Position	2025	2026	2025-2026
PSSI	\$ 41,331	\$ 86,795	\$ 128,126
Records supervisor	\$ -	\$ 122,624	\$ 122,624
Admin Sgt	\$ 55,113	\$ 115,736	\$ 170,849
IT	\$ 138,794	\$ 145,734	\$ 284,528
New People	\$ 235,238	\$ 470,889	\$ 706,127
Guild Increase	\$ 100,000	\$ 105,000	\$ 205,000
Hardware	\$ 145,200	\$ 68,750	\$ 213,950
Totals	\$ 480,438	\$ 644,639	\$ 1,125,077



6) Attachments:

A. Draft Tumwater Police Department Policy 539 – Body Worn Cameras

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Body-Worn Cameras

539.1 PURPOSE AND SCOPE

The Tumwater Police Department has adopted the use of Body Worn Cameras (BWC) to provide transparency and to document interactions between police officers and members of the public. This policy provides guidelines for the use of BWC's by officers of this department while in the performance of their duties.

The Department acknowledges that video recordings provide only a two-dimensional perspective (with limited vantage points) of an incident. Lighting, weather, ambient noise and other factors may impact the quality of the video and audio recording.

This policy only applies to BWC video and audio recordings.

539.1.1 DEFINITIONS

Definitions related to this policy include:

Activate - Any process that causes the BWC system to record, transmit, or store video or audio data.

Body Worn Camera (BWC) - Portable audio and video recording system worn by uniformed officers and other Department members engaged in law enforcement contacts with members of the public or code enforcement interactions with the public.

Recorded Media – The audio and video data captured by BWC.

539.2 POLICY

The Tumwater Police Department provides members with access to body-worn video cameras for use during the performance of their duties. All members who are provided with a BWC by the department shall use and wear it consistent with this policy. Members are prohibited from using privately-owned BWCs while on-duty. This policy is intended to more effectively fulfill the department's mission and to ensure these systems are used properly, safely, securely, and efficiently.

539.3 RESPONSIBILITIES

538.3.1 BWC COORDINATOR RESPONSIBILITIES

The Chief of police or their authorized designee should delegate certain responsibilities to a BWC coordinator.

The responsibilities of the coordinator include:

- (a) Serving as a liaison between the Department and the BWC manufacturer/distributor and any third-party media storage vendor.

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- (b) Developing inventory procedures for issuing and tracking BWC equipment.
- (c) Assisting with troubleshooting and maintenance of BWC equipment and media systems and, when necessary, coordinating the repair or replacement of BWC's.
- (d) Managing BWC media systems so that access is limited to the minimum necessary authorized users and user privileges are restricted to those necessary for the member to conduct assigned department duties.
- (e) Developing and updating BWC training for officers who are assigned a BWC or for members given access to BWC media systems.
- (f) Once per month, conduct a randomized video selection review to ensure BWCs are functioning correctly.
 - a. The randomized video selection will be conducted using Axon's performance product, which will select random videos without input from the BWC Coordinator.
 - b. The reviewing of these random videos is only to verify the BWC is functioning correctly and review of the video should cease as soon as this is established.

539.3.2 OFFICER RESPONSIBILITIES

Prior to going into service, each officer who uses a BWC will be properly trained and equipped with a BWC to record audio and video in the field, to include familiarization with this policy. At the end of each shift, each officer will follow the established procedures for uploading BWC media. At the start of their shift and before going into the field, the officer shall test the BWC in accordance with the manufacturer's specifications and department operating procedures and training. If the BWC is malfunctioning or not working, the officer shall notify their supervisor and obtain a spare BWC. Officers are responsible for ensuring that the BWC remains charged and operational during their entire shift. Officers will wear the BWC in a manner which reasonably promotes an accurate recording of the situation, generally this will be on the front torso in a fixed position. Officers are responsible for ensuring there are no obstructions and that the BWC remains in a position suitable for recording.

Officers shall report any malfunction or damage to the BWC to the on-duty supervisor as soon as practicable and, if possible, obtain a functioning BWC to use either temporarily while repairs are being made to the officer's BWC or as a permanent replacement.

539.4 BODY-WORN CAMERA USE

The following guidelines apply to the use of BWCs:

- (a) Only department-issued BWCs shall be used without the express consent of the Chief of Police or their designee.
- (b) The use of department-issued BWCs shall be strictly limited to officers for department related activities (RCW 10.109.30).
- (c) Department members shall not use BWCs or BWC systems for which they have not received prior authorization and appropriate training.
- (d) Department members shall immediately report unauthorized access or use of BWCs or BWC media systems by another member of this department to their supervisor or the Chief of Police.

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- (e) No Department member will be subject to discipline for failing to activate a BWC for any reason for the first month or 16 shifts, whichever occurs later, after the Department member is assigned to wear a BWC. Evidence of a failure to activate a BWC during the amnesty period shall not be used or considered for discipline. This amnesty period will apply again in the event a member who previously was assigned a BWC is off duty for an extended period of four months or more.

539.4.1 PROHIBITIONS

BWCs should not be used to record:

- (a) Routine administrative activities of the Department that do not involve interactions with the public. Care should be taken to avoid accidentally recording confidential documents that the Department has a duty to keep secure (i.e. criminal justice information).
- (b) Areas within the department facilities where members have a reasonable expectation of privacy (e.g., locker rooms or dressing areas, breakrooms) unless in the performance of official duties.
- (c) No member of the Department may surreptitiously record any conversation of any other member of this department except with a court order and authorization by the Chief of Police for the purpose of conducting a criminal investigation.
- (d) When a department member is taking an authorized break or otherwise engaged in personal activities.
- (e) In a courtroom unless responding to a call for service or emergency situation.
- (f) Interactions with undercover officers or confidential informants.
- (g) Officers should not activate or use the BWC during training, excluding patrol field officer training (FTO), without the approval of the Training Lieutenant and/or Deputy Chief.

BWC recorded media should not be used or accessed:

- (h) Members of the Department are prohibited from using a Department BWC and BWC recorded media for personal use and are prohibited from making personal copies of recordings created while on-duty or while acting in their official capacity.
- (i) BWC recorded media shall not be used for the purpose of embarrassment, harassment, or ridicule of any individual or group.

539.5 ACTIVATION / DEACTIVATION OF BWC

This policy is not intended to describe every possible situation in which the BWC may be used, although there are many situations where its use is appropriate and expected.

Subject to exceptions contained in this policy, BWC devices will be powered on and in ready mode status at all times while officers are on duty. Cameras may be powered off while members are off duty.

The member shall make every reasonable effort to activate the BWC in any contact where a member is involved in a law enforcement function. These contacts include, but are not limited to:

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- (a) Self-initiated law enforcement activity (e.g. traffic stops, field interviews, citizen contacts).
- (b) Any contact that becomes adversarial after the initial contact in a situation that would otherwise not be recorded.
- (c) Any dispatched call for service resulting in in-person contact that does not meet an exception as described in this policy.
- (d) Attempting to detain or arrest an individual
- (e) Any other circumstances that the member reasonably believes that a recording of a contact or event would be appropriate.
- (f) Custodial interview of an adult for a felony offense.
- (g) Custodial interview of a juvenile for any offense
- (h) When directed by a supervisor

When speaking to an individual via telephone, if the call is on speakerphone, or it is reasonable to assume the person on the other end of the call will be recorded, Officers shall inform the person they are speaking with that an audio recording is being made via BWC.

At no time is a member expected to jeopardize their safety in order to activate a BWC. The BWC should be activated in required situations prior to exiting the patrol car or as soon as practicable

539.5.1 NOTICE OF RECORDING

Officers shall inform any person, when reasonably safe and feasible, that an audio and video recording is being made and shall make the attempt to ensure said advisement is recorded. Members shall make a reasonable effort to ensure that non-English speaking persons, those with limited English proficiency, or hearing-impaired persons understand that they are being recorded.

A member may encounter a situation in public that is rapidly evolving, dynamic, and involving a group of persons. In these situations, it may not be feasible to advise all parties present that they are being audio and video recorded because of the dynamic environment. In a group public setting, where the law recognizes minimal expectation of privacy, the member should advise the primary contact and all other parties as time and circumstances allow.

539.5.2 PRIVACY CONSIDERATIONS

Officers should remain sensitive to the dignity of all individuals being recorded and exercise sound discretion to respect privacy by discontinuing recording whenever it reasonably appears to the member that such privacy may outweigh any legitimate law enforcement interest in recording. Requests by members of the public to stop recording should be considered using this same criterion. Recording should resume when privacy is no longer an issue unless the circumstances no longer fit the criteria for recording.

Officers may also mute or deactivate their BWC:

- (a) To protect the privacy of a victim or witness.
- (b) When an individual wishes to provide information anonymously.

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- (c) To avoid recording a confidential informant or undercover officer.
- (d) When discussing case tactics or strategy
- (e) During private conversations with other members or emergency responders.

Officers should choose to mute rather than deactivate BWCs when practicable. Deactivation should only be used when muting the BWC will not accomplish the level of privacy necessary for the situation.

Since conversations with police officers are not considered private under Washington state law, there is no requirement that an officer turn off the camera for an individual who objects to having the interaction recorded.

539.5.3 RECORDING IN A MEDICAL FACILITY

Whenever practical, recording in a medical facility should consist only of those persons pertinent to the investigation. It is highly recommended that victim interviews be conducted in an area where personal privacy can be protected.

539.5.4 JAILS / CORRECTIONAL FACILITIES

BWC recording will generally not be conducted inside jails or correctional facilities for security reasons.

539.5.5 DEACTIVATING BWC / CESSATION OF RECORDING

Consistent with this policy, once started, BWC recordings should continue without interruption until contact with any involved member of the public ends. However, members may deactivate or turn off the BWC during an incident in the following circumstances:

- (a) Members have the discretion to keep their cameras turned off during conversations with crime witnesses and members of the community who wish to report or discuss criminal activity.
- (b) Consistent with this policy, members may deactivate the BWC during an incident when exchanging information with other members or when engaged in an operational or tactical discussion with other members.
- (c) Consistent with the Response to Bomb Calls policy, members may deactivate their BWC or leave their BWC outside of the perimeter when investigating bomb threats or suspicious packages under the same circumstances where utilization of electronic devices capable of transmitting and receiving radio frequency energy could potentially cause a detonation. Members must immediately activate their BWC when safe to do so.
- (d) Consistent with this policy, Department members should not knowingly record sexually explicit material, specifically depictions of minors engaged in sexually explicit conduct.

If the BWC is deactivated during a contact, the Department member should state the reason the BWC is being turned off on camera.

539.5.6 LIVE VIEW

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The use of the “live view” shall not be used and is not authorized.

539.5.7 DOCUMENTATION

Every report prepared by an officer who is issued a BWC should state “BWC available” or “BWC unavailable”, as applicable, and should document:

- (a) An explanation of why BWC media is unavailable including any malfunction, damage, or battery issue that resulted in the failure of the BWC to capture all or part of the event.
- (b) Any exigency or other circumstances that prevented the officer from immediately activating the recording at the beginning of the event.

539.5.8 SURREPTITIOUS RECORDING

Washington law prohibits any individual from surreptitiously recording any conversation, except as provided in RCW 9.73.040, RCW 9.73.090, RCW 9.73.210, and RCW 9.73.230.

539.6 UPLOADING BWC MEDIA

Unless otherwise authorized by a supervisor, all media from an officer’s BWC should be properly uploaded and tagged before the end of their shift. BWC media related to a serious high-profile event should be uploaded and tagged as soon as practicable upon returning to the Department.

539.7 BWC MEDIA

All BWC media is the sole property of the Department. Department members shall have no expectation of privacy or ownership interest in the content of BWC media.

Department members shall not alter, copy, delete, release, or permit access to BWC media other than as permitted by this policy without the express consent of the Chief of Police or their designee.

BWC media should not be accessed using personal devices unless authorized by the Chief of Police or their designee.

539.7.1 ACCESS AND USE OF BWC MEDIA

BWC media systems shall only be accessed by authorized Department members using the member’s own login credentials and in accordance with the City of Tumwater, Information Technology Use Policy.

BWC media shall only be accessed and viewed for legitimate department-related purposes in accordance with the following guidelines:

- (a) BWC recorded media tagged as restricted should only be accessible by those designated by the Chief of Police or their designee.
- (b) Officers may review their own BWC recorded media for department related purposes.
- (c) Investigators may review BWC recorded media pertaining to their assigned cases.
- (d) An officer testifying regarding a department related event may review the pertinent BWC recorded media before testifying.

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- (e) Department members shall not upload BWC recorded media onto public and social media websites without the expressed permission of the Chief of Police or their designee.
- (f) Review by records or other staff members may be conducted for the following reasons:
 - a. To prepare relevant media recordings for delivery to the Prosecuting Attorneys.
 - b. To fulfill requests for records under the Public Records Act, Chapter 42.56 RCW.
 - c. For delivery to other law enforcement entities with the consent of the Chief of Police or their designee.
 - d. As otherwise required by law

539.7.2 REVIEW OF BWC RECORDINGS

Command staff or their designees are authorized to conduct a narrowly tailored review of relevant recordings in accordance with the following guidelines.

A supervisor may conduct a review of a specific incident when there is an articulable reason justifying such review. Articulable reasons for reviewing a specific incident include but are not limited to:

- (a) Capturing specific evidence for use in a criminal prosecution.
- (b) A civil claim has been filed or threatened against the City involving the incident.
- (c) A community member or supervisor complaint has been made against a Department Member regarding the incident.
- (d) The incident included a reportable use of force as specified in RCW 10.118, a level one control tactic, or the use of the WRAP restraint system.
- (e) The incident included a vehicle pursuit.
- (f) The incident included a City owned vehicle collision.
- (g) The incident involved serious injury or death.

It shall be deemed a violation of this policy for a supervisor to review recordings for the sole purpose of searching for violations of department policy or law not related to a specific complaint or incident as listed above.

Recordings may also be viewed to assess if a BWC is functioning properly when there is reason to believe the BWC is not functioning properly.

539.8 PUBLIC DISCLOSURE

Public disclosure of BWC recordings is governed by the Public Records Act, Chapter 42.56 RCW. The Records Manager or their designee will ensure that a copy of the recording is made and delivered in accordance with a lawful request.

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539.9 RETENTION OF BWC MEDIA

All BWC recordings shall be retained in accordance with the Washington State records retention schedule. Inadvertent recordings may be retained for 60 days and then deleted.

539.10 TRAINING

The Department shall ensure that each member is trained in the use of the BWC prior to issuance and deployment. The training shall include:

- (a) Training on operation (to include policy review), maintenance and care.
- (b) Periodic training on significant changes in the law pertaining to BWC.

DRAFT

TO: Public Health & Safety Committee
 FROM: Ken Driver, Acting Deputy Chief
 DATE: March 10, 2026
 SUBJECT: Memorandum of Understanding with the Tumwater School District regarding Temporary Reduction of School Resource Officer (SRO) Staffing

1) Recommended Action:

Place the Memorandum of Understanding between the Tumwater School District and the City of Tumwater on the March 17, 2026, City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

2) Background:

On February 19th, 2026, the Tumwater Police Department was forced to take the drastic step of removing one of the two School Resource Officer's from the Tumwater School District. The move was necessary due to the department experiencing approximately thirty percent of its sworn officer positions being unavailable due to vacancies, officers awaiting academy placement, personnel in training, or members assigned to limited duty status because of medical conditions. To maintain minimum patrol staffing levels necessary to provide timely emergency response, the department made this difficult decision. This decision followed the reassignment of all other specialty positions within the department and was made only after careful consideration of available alternatives.

3) Policy Support:

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

4) Alternatives:

- Place the Memorandum of Understanding between the Tumwater School District and the City of Tumwater be placed on the March 17th 2026 City Council consideration calendar.
 - Don't sign the Memorandum of Understanding between the Tumwater School District and the City of Tumwater
-

5) Fiscal Notes:

The District's reimbursement to the City for the 2025-2026 school year shall be prorated to reflect the reduction to one SRO position for the duration of this emergency shortage. The district agrees to pay half of the monthly salary for the one SRO on site for a total of \$8,068.00 per month.

6) Attachments:

- A. Memorandum of Understanding between the Tumwater School District and the City of Tumwater regarding temporary reduction of School Resource Officer (SRO) staffing
- B. 2026 School Resource Officer schedule

MEMORANDUM OF UNDERSTANDING
BETWEEN THE TUMWATER SCHOOL DISTRICT AND THE CITY OF TUMWATER
REGARDING TEMPORARY REDUCTION OF SCHOOL RESOURCE OFFICER (SRO) STAFFING

I. PARTIES

This Memorandum of Understanding (MOU) is entered into between the **Tumwater School District** ("District") and the **City of Tumwater** ("City"), collectively referred to as the "Parties."

II. PURPOSE

The purpose of this MOU is to formally document a temporary modification to the [Interlocal Agreement](#) (ILA) for the School Resource Officer Program. Due to an emergency staffing shortage within the Tumwater Police Department, the Parties agree to reduce the number of assigned SROs from two (2) to one (1) for the remainder of the 2025-2026 school year.

III. MODIFIED STAFFING AND DEPLOYMENT

1. **Staffing Reduction:** Effective February 23, 2026, the City will assign one (1) regularly employed Tumwater Police Officer to serve as the SRO for the District.
2. **Coverage:** The remaining SRO will provide coverage for all secondary schools rotating each day with one day of the week set aside for an elementary school. See attached schedule.

V. FISCAL IMPACT

The District's reimbursement to the City for the 2025-2026 school year shall be prorated to reflect the reduction to one SRO position for the duration of this emergency shortage. The district agrees to pay half of the monthly salary for the one SRO on site for a total of \$8,068.00 per month.

VI. TERM AND TERMINATION

This MOU shall remain in effect until August 31, 2026 or until such time as the City determines the staffing emergency has been resolved, whichever occurs first.

VII. SIGNATURES

City of Tumwater

Tumwater School District

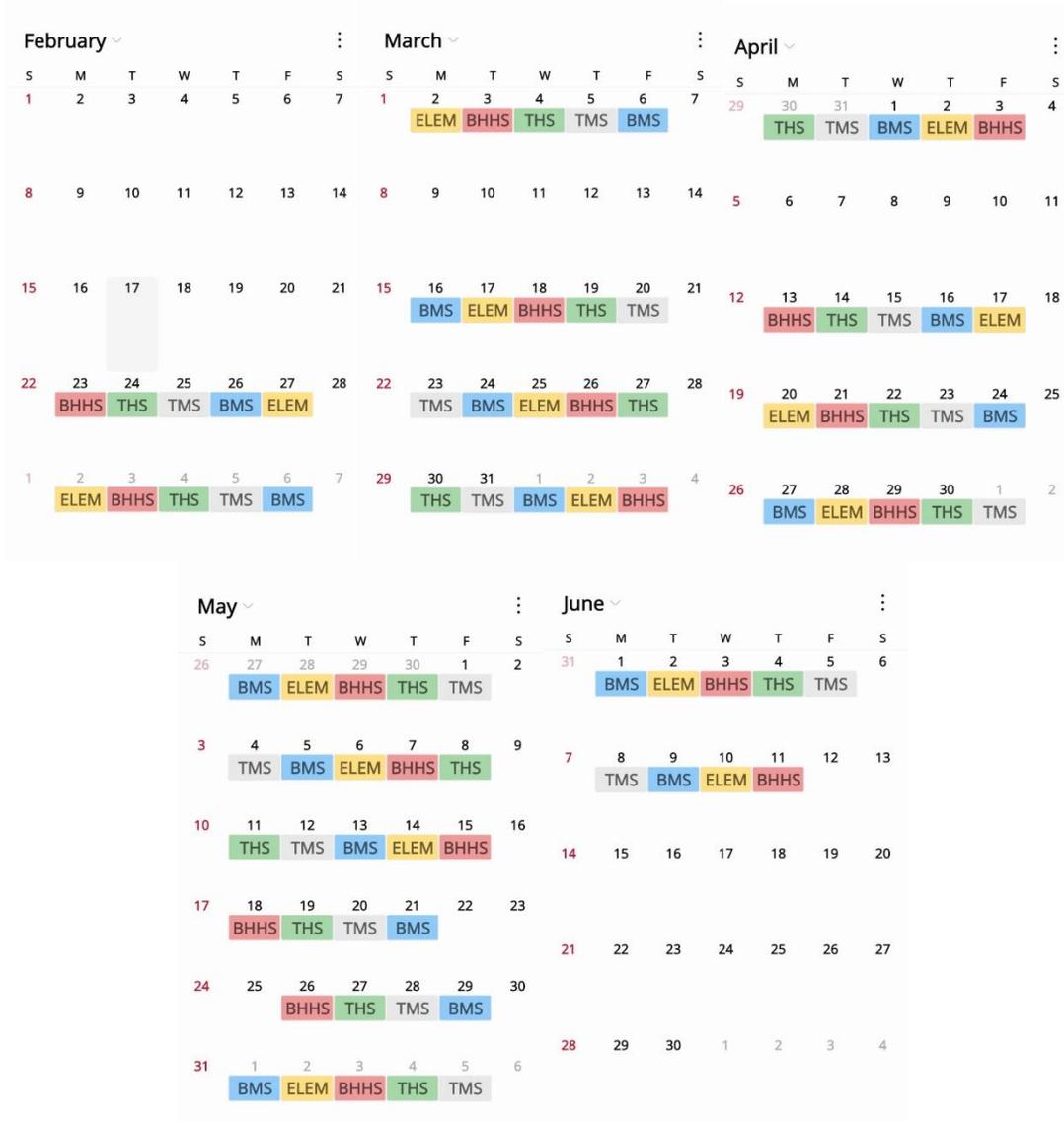
Leatta Dahlhoff, Mayor

Kevin Bogatin, Superintendent

Date: _____

Date: _____

SCHOOL RESOURCE OFFICER SETH STAUFFER SCHEDULE 2026



EMAIL: SETH.STAUFFER@TUMWATER.K12.WA.US and SSTAUFFER@CI.TUMWATER.WA.US

MONDAY-FRIDAY 7am-3pm

WORK CELL: 360-485-9959

TO: Public Health & Safety Committee
 FROM: Kelly Adams, Assistant City Administrator
 DATE: March 10, 2026
 SUBJECT: Interlocal Agreement for Opioid Abatement Council Independent Subcommittee with the Cities of Lacey, Olympia and Thurston County

1) Recommended Action:

Place the amended and restated Interlocal Agreement for the Opioid Abatement Council Independent Subcommittee with the Cities of Lacey, Olympia and Thurston County on the March 17, 2026, City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

2) Background:

Prescription opioid abuse is a persistent and devastating problem nationwide. Pharmaceutical manufacturers, distributors, and dispensers contributed to this crisis, significantly impacting public health and resources. Lawsuits against these entities led to several state and national settlements. Washington jurisdictions not involved in the original litigation joined settlements by signing the One Washington Memorandum of Understanding (MOU). Tumwater joined and is projected to receive about \$931,000, paid in full or in installments. Future settlements may increase this amount.

The One WA Agreement requires the establishment of regional Opioid Abatement Councils (OAC). Tumwater participates in the Cascade Pacific Action Alliance Region, governed by a regional Interlocal Agreement (ILA). In 2023, Thurston County and local cities established a county-level OAC to ensure funds are used in accordance with settlement agreements. The Thurston County OAC met four times in 2025. Council Member Peter Agabi is the current representative to the OAC.

On November 3, 2025, the Council agreed to pool Tumwater's funds with the other Thurston County jurisdictions. To maximize the impact of funding, the OAC ILA is updated to clarify how jurisdictions can pool funds and how the OAC will recommend project funding. The OAC has asked County staff to draft a Request for Proposals (RFP) for eligible projects, to be announced once pooling is authorized. The County will commit \$500,000 in settlement funds to this RFP in both 2026 and 2027.

Tumwater is projected to receive about \$931,000 from settlements, with \$365,805 already received. Four settlements are paid in full; five have annual payments through 2038. Two settlements have unknown amounts for Tumwater. About \$415,784 will be available in 2026 and \$46,049 in 2027, totaling roughly \$461,833. After the ILA is adopted, staff will amend the 2025-2026 budget to authorize spending and include 2027 funds in the next biennial budget.

3) Policy Support:

2026-2032 Strategic Plan

Vibrant, Livable, and Inclusive Community:

Build a community recognized for quality, compassion, and humanity.

4) Alternatives:

- Choose not to pool Opioid Settlement Funds with the other jurisdictions and direct City staff to create a process to use the funds consistent with the One Washington Agreement.

5) Fiscal Notes:

N/A

6) Attachments:

- A. First Amended and Restated Interlocal Agreement for Opioid Abatement Council Independent Subcommittee with the Cities of Lacey, Olympia and Thurston County

**FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT
FOR OPIOID ABATEMENT COUNCIL INDEPENDENT SUBCOMMITTEE**

This Interlocal Agreement (the "**Agreement**") is made and entered into pursuant to Chapter 39.34 RCW, the "Interlocal Cooperation Act," by and between Thurston County, Washington, a political subdivision of the State of Washington; the City of Lacey, a municipal corporation organized under the laws of the State of Washington; the City of Olympia, a municipal corporation organized under the laws of the State of Washington; and the City of Tumwater, a municipal corporation organized under the laws of the State of Washington. The above-mentioned local governments will be collectively referred to herein as the "**Parties**."

RECITALS

- A. The Parties are all "**Participating Local Governments**" as defined by the "One Washington Memorandum of Understanding Between Washington Municipalities" ("**One WA MOU**"), attached hereto as **Exhibit A** and incorporated herein by reference.
- B. The One WA MOU is one of the primary governing documents concerning how Participating Local Governments are to receive opioid abatement funding (referred to therein as "**Opioid Funds**") resulting from the settlement of opioid litigation. The One WA MOU provides that Opioid Funds are to be allocated within allocation regions, referred to therein as "**Allocation Regions**"). The Parties are all within the Cascade Pacific Action Alliance Region.
- C. The One WA MOU provides that each Allocation Region must have an Opioid Abatement Council ("**OAC**"), whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4 of the One WA MOU.
- D. The Participating Local Governments in the Cascade Pacific Action Alliance Region established an OAC by executing the "Regional Agreement of the Cascade Pacific Action Alliance Region Participating Local Governments (the "**Regional Agreement**"), attached herein as **Exhibit B** and incorporated herein by reference.
- E. The Regional Agreement provides that the Cascade Pacific Action Alliance Region's OAC is comprised of independent subcommittees, with the independent subcommittee of the Parties herein being the "**Thurston County and Cities Independent Subcommittee**." Section 8 of the Regional Agreement provides that each independent subcommittee is responsible for the specific functional duties of the OAC.
- F. On July 20, 2023, the Parties entered into an Agreement titled Interlocal Agreement for Opioid Abatement Council Independent Subcommittee, which constituted the agreement between the Parties as to how the OAC duties of the Thurston County and Cities Independent Subcommittee are to be performed, consistent with the One WA MOU and Regional Agreement.
- G. The Parties now wish to amend and restate the Agreement to clarify how some opioid settlement funding would be pooled for the greater benefit of the Parties.

AGREEMENT

1. **Incorporation of Recitals.** The foregoing Recitals A through G are incorporated herein by reference as substantive provisions of this Agreement.
2. **Thurston County and Cities Council.** The Parties agree that the Regional Agreement sets forth specific OAC administrative tasks for each independent subcommittee. The

Parties also agree that Section C(4)(h) of the One WA MOU provides that the OAC "shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region," and that the "method of selecting members, and the terms for which they will serve" will be determined by the Participating Local Governments. Accordingly, the Parties agree that each Participating Local Government within the Thurston County and Cities Independent Subcommittee will appoint one representative to serve on the "**Thurston County and Cities Council.**" The term for each member of the Thurston County and Cities Council will be three (3) years, and terms may be successive with no term limits.

3. **Administrative Duties.** The administrative duties of the Thurston County and Cities Independent Subcommittee will be performed as follows:
 - a. At least annually, the Thurston County and Cities Council will convene to review and fulfill oversight obligations regarding the distribution of Opioid Funds from Participating Local Governments to programs and services within the territories of the Parties.
 - b. At least annually, the Thurston County and Cities Council will convene to review the Parties' expenditure reports for compliance with the Approved Purposes listed in the One WA MOU and any opioid settlement.
 - c. The Parties will make all their decisions on Opioid Fund allocation applications, distributions, and expenditures publicly available. Thurston County will compile or link the Parties' information on a single webpage.
 - d. The Parties will all make expenditure data publicly available, at least on an annual basis. Thurston County will develop and maintain a centralized public dashboard or other repository for the publication of the Parties' expenditure data on the Thurston County website and update it at least annually.
 - e. Hearing complaints by the Parties regarding alleged failure to (1) use Opioid Funds for Approved Purposes, or (2) comply with reporting requirements will be handled as follows:
 - I. Each Party will maintain its own internal complaint process and hear complaints internally, with an opportunity to correct any complaint.
 - II. If the Party is unable to resolve the complaint through its own internal complaint process, the Thurston County and Cities Council will convene to hear the complaint, and the Party will have an opportunity to present its position on the complaint through written and oral argument. If the Thurston County and Cities Council concludes that the Party did not comply with the Approved Purposes from the One WA MOU or that the Party otherwise misused its allocation of Opioid Funds, the Thurston County and Cities Council may take any remedial action consistent with the terms of the One WA MOU.

4. **Public Records; Records Maintenance and Audits.** Each Party is responsible for its own compliance with the Public Records Act, Chapter 42.56 RCW, in connection with this Agreement. The Parties agree to cooperate with each other to the extent necessary for any Party to comply with the Public Records Act. That said, no Party is required to coordinate its response to a public records request with another Party or forward a public records request to another Party to the extent the Party believes a public records request was misdirected to it.

Opioid Funds will be subject to mechanisms for auditing and reporting to provide public accountability and transparency. All records related to the receipt and expenditure of Opioid Funds shall be maintained for no less than five (5) years and such records shall be available for review by the Parties to this Agreement, government oversight authorities, and the public.

5. **Funding.** The Parties agree to pool some or all opioid settlement funding received after January 1, 2018, as directed by each jurisdiction's legislative body on an annual basis.
- a. Each jurisdiction must convey to the Thurston County and Cities Independent Subcommittee the percentage of its funding or specific dollar amount to be pooled for the following calendar year by June 30th each year.
 - I. If no decision is conveyed by June 30th, then the amount to be pooled shall remain the same as the prior year.
 - II. For calendar years 2026 and 2027, Thurston County agrees to pool \$500,000 per year.
 - b. The Lead Agency may utilize up to 10% of the pooled funding for administrative costs related to the shared budget, such as contract and fiscal management.
 - I. This 10% is independent from the 10% outlined in Section 7 for the administration of the Opioid Abatement Council and is to be tracked separately to be reported on an annual basis.
 - c. All funds contributed by the Parties for the purposes set forth in this Agreement, shall be deposited in the treasury of the Lead Agency, as described in Section 6.
 - I. Unspent pooled funds may be carried over and used in subsequent years to the extent which is allowed by federal and state law for projects, programs, and activities consistent with this Agreement.
 - II. Unallocated opioid settlement funds will be returned to the Parties for their own use, with all funds to be used in accordance with the One Washington MOU – including allowable uses, reporting, and all other sections.
 - d. The Thurston County and Cities Independent Subcommittee will make funding recommendations and serve in an advisory capacity to the Thurston County Board of County Commissioners. The BoCC will authorize funding for these grants but will not deviate from the funding

recommendations provided by the Subcommittee.

- I. Pooled funding recommendations will be presented to the BoCC as one recommendation. The BoCC must approve the entire recommendation for the approval to move forward and the funding to be authorized. No changes may be made to the recommendation by the BoCC.
 - II. In the event the BoCC does not approve the funding recommendation, the Subcommittee will review the recommendations and consider revisions. The Subcommittee will submit a final recommendation to the BoCC, who will assess the recommendations and make a final decision to either approve or reject the entire recommendation.
 - III. In the event the BoCC does not approve the funding recommendation for the second time, the pooled funds will be returned to the Parties for their own use.
6. **Lead Agency.** Thurston County will act as the Fiscal Agent and Lead Agency on behalf of the Parties in administering all contracts and processing all invoices and receipts for any pooled funds. Thurston County shall name a program manager who shall be responsible for the operations of the Thurston County and Cities Independent Subcommittee. The program manager will be responsible for the following: meeting coordination and agenda preparation, support related to opioid settlement funding, and coordination of the request for proposal and award process. Lead Agency will document all costs related to Section 5.a and report such costs to the Parties on an annual basis. The Lead Agency will coordinate with the Parties in preparing required local and state reporting materials.
7. **Administrative Costs.** Pursuant to Section C(4)(b) of the One WA MOU, ten percent (10%) of Opioid Funds received by all of the Participating Local Governments will be reserved, on an annual basis, for administrative costs related to the OAC. Under the Regional Agreement, the independent subcommittees of the Cascade Pacific Action Alliance Region OAC are required to provide an annual budget and accounting for actual costs and will be reimbursed for those costs from the independent subcommittee's proportionate share of Opioid Funds, provided the reasonable administrative costs shall not exceed actual costs or 10%, whichever is less.

The Parties agree to separately and individually create an annual budget and document their administrative costs related to performing their obligations related to the OAC and this Agreement, and to provide the budget and administrative cost documentation to the Thurston County and Cities Council at least annually. The Parties understand and agree they will be reimbursed for those costs from their proportionate share of Opioid Funds.

8. **Mutual Indemnity.** To the extent of its comparative liability, each Party agrees to indemnify, defend and hold the other Party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

In the event of any concurrent act or omission of the Parties, each Party shall pay its proportionate share of any damages awarded. The Parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the Parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

9. **Survival of Indemnity Obligations.** The Parties agree all indemnity obligations shall survive the completion or expiration of this Agreement.
10. **Compliance with Laws.** The Parties and their officials, officers, employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, regulations, rules, and policies.
11. **Relationship of the Parties.** The Parties' relationship exists solely for the limited purposes outlined in the Regional Agreement and the One WA MOU for receiving Opioid Funds. This Agreement, and the Parties' activities under it, shall not be construed as creating any kind of partnership or joint venture, nor shall it be construed as creating any kind of independent contractor, agency, or employment relationship between the Parties.
12. **No Third-Party Rights.** This Agreement is entered into by the Parties solely for their own benefit and it creates or grants no rights of any kind to any other party.
13. **Waiver.** No term or condition of this Agreement shall be deemed waived unless such waiver is expressly agreed to in writing by all Parties. In addition, waiver of any breach of this Agreement shall not be deemed a waiver of any prior or subsequent breach.
14. **Amendment.** This Agreement can only be amended in writing, and only upon execution by all Parties.
15. **Entire Agreement.** The Parties acknowledge that this Agreement is the complete expression of their agreement regarding the subject matter of this Agreement. Any oral or written representations or understandings not incorporated into this Agreement are specifically excluded.
16. **Headings.** The headings in this Agreement are for convenience only and shall not be deemed to affect the meaning of its provisions.
17. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, such invalidity shall not affect the validity of the remaining provisions that can be given effect without the invalid provision, provided that the underlying intent of the Parties can still be given effect.
18. **Signature Authority.** Each person signing this Agreement on behalf of a Party warrants that he or she has full authority to sign this Agreement on that Party's behalf.
19. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one agreement. Each counterpart may be executed and delivered by facsimile to the other party.

20. **Exhibits.** The following exhibits are incorporated into this Agreement by reference.

I. Exhibit A- One Washington Memorandum of Understanding Between Washington Municipalities" ("**One WA MOU**")

II. Exhibit B - Regional Agreement of the Cascade Pacific Action Alliance Region Participating Local Governments (the "**Regional Agreement**")

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this __ day of _____, 2026.

CITY OF LACEY

DATED: _____

Attest: _____
Clerk

City Manager

Approved as to form:

City Attorney

CITY OF OLYMPIA

DATED: _____

Attest: _____
Clerk

City Manager

Approved as to form:

City Attorney

CITY OF TUMWATER

Item 6.

DATED: _____

Mayor

Attest: _____
Clerk

Approved as to form:

City Attorney

THURSTON COUNTY

DATED: _____

County Manager

Attest: _____
Clerk

Approved as to form:
Jon Tunhiem, Prosecuting Attorney

Deputy Prosecuting Attorney

TO: Public Health and Safety Committee
FROM: Paul Simmons, City Administrator
DATE: March 10, 2026
SUBJECT: Committee meeting schedule

1) Recommended Action:

Determine which day and time works best for future meetings of the Public Health and Safety Committee.

2) Background:

With new committee assignments the make-up of the Public Health and Safety Committee has changed. The day and time of future meetings may need to be changed to accommodate the schedules of committee members.

3) Policy Support:

2026-2032 Strategic Priorities
Tumwater Excellence
Refine and sustain a great organization.

4) Alternatives:

n/a

5) Fiscal Notes:

n/a

6) Attachments:

A. none