

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, September 09, 2025 8:00 AM

- 1. Call to Order
- 2. Roll Call
- 3. Approval of Minutes: Public Health and Safety Committee, July 8, 2025
- 4. Interlocal Agreement with the Tumwater School District for the School Resource Officer program (Police Department)
- 5. Tumwater Safe Program Briefing (Executive Department)
- 6. Additional Items
- 7. 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/86838631796?pwd=ibmSSC5JO5zz7yMlqfcx3KpYt0oDSJ.1

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 868 3863 1796 and Passcode 985081.

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 <u>ADACoordinator@ci.tumwater.wa.us</u>. 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 July 8, 2025



CONVENE: 08:04 a.m.

PRESENT: Chair Peter Agabi and Councilmembers Leatta Dahlhoff and

Kelly Von Holtz

Staff: City Administrator Lisa Parks, Police Chief Jay Mason, Fire Chief Brian Hurley, Acting Deputy Police Chief Carlos Quiles, Lieutenant Jennifer Kolb, Administrative Manager Laura Wohl

APPROVAL OF MINUTES:

Councilmember Dahlhoff moved, seconded by Councilmember Von Holtz, to approve the minutes of June 10, 2025 as presented. A voice vote approved the motion.

SCHOOL RESOURCE CONTRACT:

Chief Mason presented the interlocal agreement between the City of Tumwater and the Tumwater School District for School Resource Officers (SROs) for the years 2026-2029. Chief Mason noted the contract was the same contract as the current contract, with the exception of updated officer salary figures. He asked that the committee approve the contract and move it to Council for inclusion on the consent calendar.

Councilmember Dahlhoff and Councilmember Von Holtz requested some additional information clauses to the contract related to data and SRO activity in schools and the impact the SRO program has on students. Chief Mason asked for clarification and said he would further investigate the possibility of adding either clause to the contract.

Chief Mason will place the contract and any amendments onto a future agenda.

SOCIAL MEDIA:

Councilmember Agabi stated he would like to see the City present the good work being done by the police department more frequently. Administrator Parks noted that the City communications team, along with communications staff in all the departments, are working to ensure the positive work of the City is showcased on the City social media channels.

ADJOURNMENT:

With there being no further business, Chair Agabi adjourned the meeting at 8:25 a.m.

Prepared by Laura Wohl, Administrative Manager

TO: Public Health & Safety Committee

FROM: Jay Mason, Chief of Police

DATE: September 9, 2025

SUBJECT: Interlocal Agreement with the Tumwater School District for the School Resource

Officer program

1) Recommended Action:

Place the intergovernmental agreement with the Tumwater School District for School Resource Officers on the September 16, 2025, City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

Alternatively, place the intergovernmental agreement with the Tumwater School District for School Resource Officers on the September 16, 2025, City Council consideration calendar with a recommendation to approve and authorize the Mayor to sign.

2) Background:

In 2016 the School Resource Officer (SRO) program expanded from one officer serving the Tumwater School District to two officers. The officers' primary service is to the two high schools and two middle schools, with secondary service to the six elementary schools. Since 2016, the school district has paid the base salary, premium pay, and benefits costs for one officer. The City of Tumwater pays for all other associated costs. The current contract with the school district is set to expire on December 31, 2025 and the contract before you today is to continue this partnership from January 1, 2026 to December 31, 2028.

The Public Health and Safety Committee was presented with the SRO contract at its July meeting. At that time, members asked that additional language be added to the contract to specify data collection regarding the officers' daily work. This language has been added to Section VIII. Responsibilities of School District. The attached contract also includes "track changes" to show the changes made from the previous SRO contract.

3) Policy Support:

2025-2026 Strategic Priority: "Provide and Sustain Quality Public Safety Services"

4) Alternatives:

The alternative would be returning to our prior level of service of one officer serving the Tumwater schools and all costs paid by the City.

5) <u>Fiscal Notes</u>:

The Tumwater School District will reimburse the City of Tumwater \$610,430.00 (2026 = \$193,634.00, 2027 = \$203,315, and 2028 = \$213,481).

6) <u>Attachments</u>:

- A. Interlocal Agreement between the City of Tumwater and the Tumwater School District for the School Resource Officer program (2026-2028)
- B. Interlocal Agreement between the City of Tumwater and the Tumwater School District for the School Resource Officer program (2026-2028) track changes version

INTERLOCAL AGREEMENT BETWEEN THE CITY OF TUMWATER AND THE TUMWATER SCHOOL DISTRICT FOR THE SCHOOL RESOUR CE OFFICER PROGRAM

THIS AGREEMENT is made and entered into this 1st day of January 2026, by the City of Tumwater, a municipal corporation of the State of Washington ("CITY") and the Tumwater School District ("SCHOOL DISTRICT").

WHEREAS, the CITY and the SCHOOL DISTRICT work cooperatively to ensure a safe and secure learning environment for the youth of this community and agree that it is in the best interest of both parties to assign (2) School Resource Officers ("SROs") to provide services to High, Middle and Elementary schools within the SCHOOL DISTRICT; and

WHEREAS, the SCHOOL DISTRICT agrees to provide facilities for the aforementioned SROs;

NOW, THEREFORE, in consideration of the mutual terms, provisions, and obligations contained herein, it is agreed by and between the CITY and SCHOOL DISTRICT as follows:

I. <u>Assignment of SROs</u>

The Tumwater Police Department ("POLICE DEPARTMENT") will assign two regularly employed Tumwater Police Officers to serve as SROs.

One (1) SRO will primarily serve Tumwater High School and Bush Middle School. One (1) SRO will primarily serve Black Hills High School and Tumwater Middle School.

Both SROs will provide service to Black Lake Elementary, Tumwater Hill Elementary, Michael T. Simmons Elementary, Peter G. Schmidt Elementary, East Olympia Elementary and Littlerock Elementary on an as needed/when available basis.

The SROs will provide a uniformed presence on campus to promote safety and create a positive school climate and build positive relationships with students by providing students, parents, teachers, administrators, and neighborhood residents with information, support, and problem-solving mediation and facilitation. SROs will patrol their assigned schools and surrounding areas in order to identify, investigate, enforce, deter, and prevent crime, especially those incidents involving weapons, youth violence, harassment, gang involvement, drugs, or other similar activities.

II. SRO Training Requirements

SROs will be required to complete the school safety and security training program developed by the education service districts within the first six months of working on school property when students are expected to be present, as required by RCW 28A.400.345(2). This training series includes the following topics: civil rights of children in schools; child and adolescent development; trauma-informed approaches to working with youth; recognizing and responding to youth mental health issues; and educational rights of students with disabilities. Additionally, all SROs must complete two days of on-the-job training with experienced safety and security staff, at the school of the experienced staff, within the first year of working on school property when students are expected to be present.

III. Hiring and Placement Process

The SROs shall at all times remain an employee of the CITY and shall not be an employee of the SCHOOL DISTRICT. The SROs shall remain responsive to supervision and chain of command of the POLICE DEPARTMENT which shall be responsible for their hiring, training, discipline, and dismissal. Any allegation of improper conduct by a SRO will be referred to the SRO's immediate supervisor.

The SROs will be assigned to the schools on a full-time, forty (40) hour work week, minus any scheduled vacation time, sick time, training time, court time, or any other police-related activity, including any emergencies such as civil disasters.

Scheduling for SROs while school is in session will be determined by mutual agreement of the SCHOOL DISTRICT administration and the SRO's police supervisor. As such, the normal work schedule will be Monday through Friday, 7:00 a.m. to 3:00 p.m., September through June. The SROs will not take vacation while school is in session unless approved by his/her police supervisor. The affected schools will be notified regarding any unscheduled absences. On scheduled work days when school is not in session (summer vacation, school breaks, holidays, etc.), the SROs will work on assignments as determined by their police supervisor.

IV. Role and Responsibilities of Police Department

The duties and responsibilities of the POLICE DEPARTMENT include the following:

Have SROs participate in and train school and community partner staff

in threat assessment, critical incident response and the development of an off-site crisis response center in case of a school, district or countywide critical incident or terrorist event impacting the safety of students, staff, family members and community residents.

- Participate in planned training with mental health, juvenile justice, and school based staff.
- Work with all SCHOOL DISTRICT partners in the delivery of law enforcement-related prevention activities for both students and their families.
- Collaborate with SCHOOL DISTRICT partners in assuring the development, revision and dissemination of safe school policies.

V. <u>Additional Responsibilities of SROs</u>

Additional duties and responsibilities of the SRO while on duty include, but are not limited to, the following:

- Regularly wear the official police uniform.
- Establish and maintain a working rapport with the school administration and school staff.
- Act as a resource person in the area of law enforcement education at the request of the staff, speaking in classes on the law, search and seizure, drugs, motor vehicle laws and similar law enforcement topics.
- Assist in providing school-based security during the regular school day; assist in the promotion of a safe and orderly environment at the assigned schools. Trained safety and security staff know when to informally interact with students to reinforce school rules and when to enforce the law. SROs are prohibited from becoming involved in formal school discipline situations that are the responsibility of school administrators: however, the SROs may assist the school staff if there is a problem or incident that involves law enforcement, and will determine whether law enforcement action is appropriate. Circumstances under which teachers and school administrators may ask SROs to intervene with a student include: problems or incidents that involve law enforcement, criminal activity, and/or threats to health and safety.
- Investigate crimes or other school-related incidents on campus, making arrests, when appropriate, and making the necessary timely notifications to parents, school staff, and social service agencies.

- Assist in mediating disputes on campus, including working with students to help them solve disputes in a non-violent manner.
- Perform other duties as mutually agreed upon by the principal and the SRO provided the duty is legitimately and reasonably related to the SRO program as described in this Agreement and is consistent with Federal and State law, local ordinances, POLICE DEPARTMENT and SCHOOL DISTRICT policies, procedures, rules and regulations.

VI. Performance Evaluation Process

In the event the Principal of a school to which an SRO has been assigned has cause to believe that the particular SRO is not effectively performing in accordance with this Agreement, the Principal may recommend to the School District that the SRO be removed from the program. This assumes that mediation with the SRO's chain of command and the Principal has failed.

To initiate the replacement of an SRO, the Principal will recommend to the District Superintendent, or his/her designee, that the SRO should be replaced, stating the reasons in writing. Within a reasonable period of time after receiving the recommendation, the Superintendent or his/her designee will meet with the Chief of Police or his/her designee, to mediate or resolve the problem that may exist.

VII. <u>Process for Filing Complaints</u>

The District has established a means for resolving concerns that may arise related to SRO, which is outlined in District Board Procedure 4311P. This complaint resolution system allows parents, guardians, and adult students to submit written complaints alleging improper conduct by safety and security staff that has directly aggrieved them to their school principal or designee. A sincere effort will be made to resolve the complaint at this level, and if not resolved, the parent, guardian or adult student may appeal the complaint to the superintendent or their designee in writing.

VIII. Responsibilities of School District

In return for the City providing SRO services, the SCHOOL DISTRICT will:

 Provide a private and secure office space within each high school and middle school to be used by the SROs for general office purposes and interviews. The offices must be properly lighted, with a telephone that has a speakerphone feature.

- Equip each office with 2 or 4 drawer locking cabinet and reasonable office supplies including a desk.
- Provide a reasonable police parking space or parking area.
- Partner with the POLICE DEPARTMENT to provide annual training for the SROs specific to their roles and responsibilities within the schools, as budgeting allows.
- Track and collect data related to this Agreement as required by RCW 28A.320.1241 and a report will be provided to the City annually.

Both parties understand and agree that the SCHOOL DISTRICT retains its legal responsibility for the safety and security of the SCHOOL DISTRICT, its employees, students, and property and this Agreement does not alter that responsibility.

IX. SRO Compensation

Both parties understand and agree that the CITY is acting hereunder as an independent contractor, with the following intended results:

- Control of personnel, standards or performance, discipline and other aspects of performance shall be governed entirely by the POLICE DEPARTMENT;
- All persons rendering services hereunder shall be for all purposes employees of the CITY;
- All liabilities for work-related injury or sickness shall be that of the CITY.
- All salaries, wages and any other compensation for the Tumwater High School SRO will be that of the CITY.
- The base salary, premium pay and benefits for the Black Hills High School SRO will be that of the SCHOOL DISTRICT. Any additional salary, wages or any other compensation will be that of the CITY. The SCHOOL DISTRICT shall pay the CITY a total sum of \$610,430.00. The CITY will invoice the SCHOOL DISTRICT on a quarterly basis.

Cost Breakdown:

January 1, 2026 to December 31, 2026	\$193,634
January 1, 2027 to December 31, 2027	\$203,315
January 1, 2028 to December 31, 2028	\$213,481
X. Indemnification	

The CITY will protect, defend, indemnify, and save harmless the SCHOOL DISTRICT, its officers, employees, agents from any and all costs, claims, judgments or awards of damages arising out of or in any way resulting from negligent acts or omissions of the CITY, its officers, employees or agents.

The SCHOOL DISTRICT will protect, defend, indemnify, and save harmless the CITY, its officers, employees, agents from any and all costs, claims, judgments or awards of damages arising out of or in any way resulting from negligent acts or omissions of the SCHOOL DISTRICT, its officers, employees or agents.

XI. Insurance

The parties shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement, which shall not be less than the following: Commercial General Liability insurance providing equivalent liability coverage in an amount no less than \$5,000,000 that covers liability arising from personal injury, bodily injury and property damage. The CITY shall also maintain law enforcement liability coverage of no less than \$5,000,000, and the SCHOOL DISTRICT shall also maintain educators liability coverage of no less than \$5,000,000. The CITY and SCHOOL DISTRICT shall be named by endorsement as an additional insured or equivalent coverage commitment under the CITY's and SCHOOL DISTRICT'S respective Commercial General Liability insurance policy or equivalent self-insurance cooperative agreement with the SCHOOL DISTRICT responsible for any negligent acts or omissions of the SCHOOL DISTRICT and its employees, and the CITY responsible for any negligent acts or omissions of the CITY and the SRO. If a party to the Agreement is a member of a selfinsured, governmental risk pool that shall satisfy the requirements for that party.

XII. Entire Agreement

This Agreement expresses the entire agreement of the parties. This Agreement may be amended or modified at any time by mutual agreement of the parties. Any amendment or modification shall be in writing, signed, and acknowledged by all the parties.

XIII. <u>Duration</u>

This Agreement may be terminated only after sixty (60) days written notice received by one party, given by the other. Any termination of this Agreement shall not terminate any duty of either party matured prior to such termination.

This Agreement will expire December 31, 2028unless mutually extended by the parties in writing.

XIV. Prior Agreements

This Agreement sets forth all terms and conditions agreed upon by the CITY and SCHOOL DISTRICT, and supersedes any and all prior agreements oral or otherwise with respect to the subject matter addressed herein.

XV. Captions

The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect in any respect any of the provisions of this Agreement.

This Agreement for the School Resource Officer Program is hereby entered into between the City of Tumwater and Tumwater School District and shall take effect on January 1, 2026.

CITY OF TUMWATER	TUMWATER SCHOOL DISTRICT	
Debbie Sullivan, Mayor	Name and Title	
, ,	Printed Name:	
ATTEST:	_	
Melody Valiant, City Clerk		
APPROVED AS TO FORM:		
Karen Kirkpatrick, City Attorney		

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The SCHOOL DISTRICT will protect, defend, indemnify, and save harmless the CITY, its officers, employees, agents from any and all costs, claims, judgments or awards of damages arising out of or in any way resulting from negligent acts or omissions of the SCHOOL DISTRICT, its officers, employees or agents.

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XV. Captions

The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect in any respect any of the provisions of this Agreement.

This Agreement for the School Resource Officer Program is hereby entered into between the City of Tumwater and Tumwater School District and shall take effect on the date of the last authorizing signature affixed hereto:

CITY OF TUMWATER	TUMWATER SCHOOL DISTRICT
Debbie Sullivan, Mayor	Name and Title
	Printed Name:
ATTEST:	_
Melody Valiant, City Clerk	
APPROVED AS TO FORM:	
Karen Kirkpatrick, City Attorney	

TO:		Public Health & Safety Committee	
FROM	/ 1:	Lisa Parks, City Administrator	
DATE	::	September 9, 2025	
SUBJECT:		Tumwater Safe Program Briefing	
1)	Reco	ommended Action:	
	This	item is informational only.	
2)	Back	ground:	
		will provide a brief summary of the information collected and conveyed to Council in mail sent on August 29, 2025, as well as any updates that have occurred since that	
3)	Polic	y Support:	
	STR.	ATEGIC PRIORITIES AND GOALS Build a Community Recognized for Quality, Compassion, and Humanity.	
	VISIO	ON MISSION BELIEFS Partnership We work collaboratively with residents, businesses, and community organizations. We also actively partner with other jurisdictions to address regional state, and even broader issues.	
4)	Alter	natives:	
		I/A	
5)	Fisca	al Notes:	
	N/A		
6)	Attac	chments:	
	N/A		