



**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, October 11, 2022  
8:00 AM**

1. Call to Order
2. Roll Call
- [3.](#) Approval of Minutes: Public Health & Safety Committee, September 13, 2022
- [4.](#) SRO Roles & Responsibilities (Jon Weiks)
- [5.](#) Interlocal Agreement between the City of Tumwater and the Tumwater School District for the School Resource Officer program (Jon Weiks)
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/86876819534?pwd=aUtmbFBjTzJJbmqTW80ZzZ3RU9rZz09>

**Listen by Telephone**

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 868 7681 9534 and Passcode 024273.

**Public Comment**

The public may submit comments by sending an email to [council@ci.tumwater.wa.us](mailto: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**

Audio of the meeting will be recorded and later available by request, please email [CityClerk@ci.tumwater.wa.us](mailto:CityClerk@ci.tumwater.wa.us)

**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 Clerk by calling (360) 252-5488 or email [CityClerk@ci.tumwater.wa.us](mailto:CityClerk@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 contact the City's ADA Coordinator directly, call (360) 754-4128 or email [ADACoordinator@ci.tumwater.wa.us](mailto:ADACoordinator@ci.tumwater.wa.us).

**TUMWATER PUBLIC HEALTH AND SAFETY COMMITTEE**  
**MINUTES OF VIRTUAL MEETING**  
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**CONVENE:** 8:00 a.m.

**PRESENT:** Chair Leatta Dahlhoff and Councilmembers Peter Agabi and Angela Jefferson.

Staff: City Administrator John Doan, City Attorney Karen Kirkpatrick, Police Chief Jon Weiks, and Fire Chief Brian Hurley.

Others: Thurston County Prosecuting Attorney Jon Tunheim and Thurston County Prosecuting Attorney's Office Chief of Staff Christy Peters.

**APPROVAL OF  
MINUTES:  
AUGUST 9, 2022:**

**MOTION:** **Councilmember Jefferson moved, seconded by Chair Dahlhoff, to approve the August 9, 2022 minutes as published. A voice vote approved the motion.**

**UPDATE FROM  
THURSTON  
COUNTY  
PROSECUTOR'S  
OFFICE:**

City Attorney Kirkpatrick introduced Jon Tunheim, Thurston County Prosecuting Attorney, to provide an update on the services provided to the City of Tumwater by the Thurston County Prosecuting Attorney's Office.

Mr. Tunheim said the review will provide some updated data in response to the committee's prior questions. Responses are pending from the Mental Health and Veterans Courts. He introduced Christy Peters, Chief of Staff for the Prosecuting Attorney's Office, to provide a summary of data on Tumwater cases.

Ms. Peters said the court system is experiencing a slow transition in the number of cases. August 2022 statistics are different than August 2021 statistics. In March 2020, gross misdemeanor domestic violence referrals totaled 119. Non-domestic assaults, DUIs, and thefts totaled 415 referrals. In 2021, the office received referrals of 102 domestic violence incidents while non-domestic violence offenses totaled 304 reflecting a reduction of 25% in non-domestic crimes. The number of domestic violence cases was similar in both in 2020 and 2021. However, through the end of June 2022, referrals for domestic violence totaled 67 cases reflective of an increase in the last several months of the data range than during the period of January and February 2022. The number of domestic violence referrals is anticipated to exceed 2020 cases with the forecast of approximately 150 incidents reflecting an increase in 25%. Non-domestic violence referrals are similar to 2020 and 2021 trends with 128 referrals through the end of June. Domestic violence continues to increase in Thurston County, the state, and nationally. However, not increasing are DUIs, non-domestic violence assaults, and gross misdemeanor thefts. Tumwater's numbers are consistent with incidents occurring in Thurston County and throughout

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Washington State.

Ms. Peters said the time invested on Tumwater domestic violence cases is much more extensive than non-domestic violence referrals. A victim's advocate is assigned to all domestic violence cases. Additionally, dependent upon the nature of the case, children may be involved requiring additional time. A typical DUI involves the officer and possibly a witness and a toxicologist depending upon the circumstances surrounding DUI testing.

Commissioner Jefferson asked whether there has been an increase in property crimes as the data reflects an increase in property crimes while there have been minimal prosecutions. Ms. Peters explained the distinction between felony and non-felony property crimes. The statistics shared previously are exclusive to Tumwater misdemeanor and gross misdemeanor crimes. Often, local retailers are not reporting lower level property theft. Property crimes publicized in the media are typically larger cost retail thefts. Today, the jail's booking policy is still in place since the pandemic. The jail has set a high bar for booking suspects. The jail will book suspects involved in violent crimes. Property crimes are not an automatic booking. Those types of cases are included in the COVID backlog as the office is short by four deputy prosecutors. Most prosecutor offices in the state and across the country are continuing to experience capacity issues with a high rate of vacant positions. Consequently, referrals involving assaults, sexual assaults, and domestic violence assaults are the priority cases. Today, the jail is under 50% capacity and operates under a cap. The most serious property crimes are lower in priority than a person crime. Governor Inslee has indicated some announcements will be forthcoming on October 31, 2022 on guidance for the state, which will affect some of the public health policies. Those changes affect the jail and the Prosecutor's Office.

Mr. Tunheim explained that the jail, under the classification of public health and the CDC, is considered a congregate care setting because of the number of people within one facility. As such, the jail falls under stricter guidelines for public health than other public facilities. The Thurston County Jail is currently under those restrictions that were enacted by the Health Department. Those standards will likely relax allowing the jail to open up to other types of bookings.

Mr. Tunheim updated the committee on activities of the therapeutic courts. Thurston County has an excellent portfolio of therapeutic courts in Superior Court to include Drug Court and a subset of the court handling serious DUI offenders (3 or more DUI offenses). Discussions are underway to establish a DUI Court in District Court to address DUI offenders who have not met that serious threshold of offenses. In District Court, the primary therapeutic courts are Mental Court and Veterans Court. The Drug and DUI Courts are the most robust courts and have been in existence since the late 1990s. A

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significant drop was experienced in referrals to the Drug Court during the early years of the pandemic as all courts closed and only cases involving violent crimes were prosecuted. Property crimes typically can result in the defendant referred to Drug Court as some individuals are driven to feed their addiction and often commit property crimes. Over the years, the Drug Court shifted its focus from first-time offenders to high-risk or high-need offenders, or those most likely to reoffend if no intervention occurs to address substance use disorder. Research reflects that the return on investment for Drug Courts is much higher.

During the pandemic, 50 referrals to Drug Court were received with 40 of those cases resulting in a signed contract to participate in Drug Court. In 2021, graduations from Drug Court averaged 75% of the participants. In 2019, the recidivism rate of successful graduates was only 9%. Those individuals who participated in Drug Court but did not graduate experienced a recidivism rate of 32%, which is lower than untreated individuals who typically have a 60-70% recidivism rate. The data is consistent with national research which reflects that all participants in Drug Court (both graduates and non-graduates) reduce their risk of recidivism.

In 2020, Drug Court graduates increased with the recidivism rate of graduates increasing to 12% with non-graduates experiencing a recidivism rate of 44%. The data reflects that many of the individuals did not complete the program or other factors were at play to explain why the recidivism rate increased.

Councilmember Jefferson asked about the length of the Drug Court program. Prosecutor Tunheim said the average program is 18 months and varies with the timeline dependent on the completion of different phases in the program.

Councilmember Agabi asked how individuals are determined as a high-need or high-risk participant. Prosecutor Tunheim advised that the process includes assessment tools. Attorneys are responsible for assessing the case to determine if the individual would be a good candidate for Drug Court, such as an individual's history of violence, whether the person is addicted or is selling drugs for profit, or is committing property crimes for profit. If a nexus can be satisfied between the criminal behavior and substance use disorder, the case is referred to the appropriate therapeutic court. The Drug Court Director conducts a formal screening of each individual utilizing a risk and need assessment tool to complete an objective assessment to determine whether the individual would be considered high-need or high-risk. The individual is also assessed as to whether they could participate in a group setting (suitability screening). The Mental Health assessment process is similar with some variations to include a review by the assessment professionals to determine if the individual would be a good candidate for Mental Health Court. The process will be adding the victim

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advocate in the group assessment.

The pandemic has contributed to a significant backlog of cases with most of the cases pertaining to property crimes. Although property crimes are typically not prosecuted at this time, it is only temporary. The issue is not declining to prosecute as staff is working through a backlog of cases. Approximately 1,800 felony referrals are included in the backlog. The accumulation occurred partly because of booking standards as previously outlined, as well as the courts closing. All hearings on any case with the individual not in custody were halted as well. The secondary challenge is the turnover in personnel with the office experiencing resignations. Deputy prosecutors are under a union contract, which is scheduled for renegotiation this year for a new contract. Wages and benefits issues are anticipated to be addressed. The office was granted some additional positions using ARPA funds. Recruitment is underway to fill those positions. Once the positions are filled, the first action is to address the backlog of cases.

Crime is generally on the increase in all areas of the state, which is worrisome, as King and Pierce Counties have experienced a significant increase in violent crime. Thurston County generally follows the same trends several years later. Mr. Tunheim said he is concerned the county may experience an increase in violent crime and continues to take an aggressive stance on violent crime.

Mr. Tunheim said the Blake decision constituted a shift in public policy as the ruling affected the constitutionality of the possession statute. The immediate impact to Thurston County was addressing pending and past convictions for possession. Several deputy prosecutor positions funded by the state have been assigned to the project. The focus began with individuals with pending charges for possession, which were dismissed immediately followed by individuals who had been convicted of possession. The sentencing system identifies individuals with a prior conviction of a controlled substance when sentenced for a new crime. Consequently, since the ruling was retroactive when the statute was initially adopted, the office reviewed sentences for a non-drug crime that had included a prior drug-related charge. Those individuals were resentenced because the prior drug charge could no longer be considered. A mass influx of those cases required prosecutors to return to court for resentencing actions with those efforts continuing today. The policy shift dictates that possession of a controlled substance in the state is now a misdemeanor that can only be prosecuted after two diversion referrals. Unfortunately, no county in the state has implemented a diversion program to address the new policy. In Thurston County, the intent is to utilize the Law Enforcement Assisted Diversion Program (LEAD) as the diversion program for the county. Additionally, no tracking mechanism is available to track diversion data statewide. Prosecution for possession crimes is essentially non-existent at this time. During the 2023 session, the Legislature is anticipated to

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determine the long-term approach for possession-related crimes.

Chair Dahlhoff asked for verification that Tumwater crimes are not necessarily committed by a Tumwater resident but committed within the City limits of Tumwater. Prosecutor Tunheim affirmed the crime does not speak to the residency of the individual only that it occurred in the City. Chair Dahlhoff said the Council is interested in viewing trends in Tumwater and that the next step of data compilation could include crimes committed by residents of Tumwater versus those who do not live in Tumwater. Prosecutor Tunheim said similar data strategies are the goal for the Prosecutor's Office as data countywide presents the same issues as offenders may be visiting from another county but committing crimes in Thurston County.

Ms. Peters advised that staff from the Prosecuting Attorney's Office are reviewing the Tumwater City criminal code at the request of City Attorney Kirkpatrick for potential changes to align with current state statutes.

City Attorney Kirkpatrick reported the committee will receive a briefing on the potential updates to the code before the end of the year.

**CONTRACT  
RENEWAL –  
TUMWATER  
PROSECUTION  
SERVICES:**

City Attorney Kirkpatrick reported the contract with Thurston County Prosecuting Attorney's Office expires at the end of 2022. The long-standing relationship has been very effective and staff recommends continuing the contract. Staff drafted a proposed contract for consideration reducing the compensation amount for the next two years. Staff requests the committee recommend the City Council approve the proposed contract with the Thurston County Prosecuting Attorney's Office.

**MOTION:**

**Councilmember Jefferson moved, seconded by Councilmember Agabi, to place the Interlocal Agreement with the Thurston County Prosecuting Attorney's Office for Prosecution Services on the September 20, 2022 City Council Agenda with a recommendation to approve and authorize the Mayor to sign.**

Ms. Peters reported on the partnership with the Tumwater Police Department to afford new police officers the opportunity to visit and observe court proceedings as a training opportunity for new officers. She invited members to contact her if interested in attending any of the courts. Mr. Tunheim encouraged members to attend a Drug Court graduation.

City Attorney Kirkpatrick offered to forward information on the date and time of court graduations.

**ADDITIONAL  
ITEMS:**

Councilmember Agabi reported he recently participated in a ride-along with a Tumwater Police Officer. As a resident of Tumwater for the last 16 years, the experience was eye opening. He complimented Police Chief Weiks for

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the work of police officers. During the drive through some neighborhoods, he observed residents who were walking who waved to the officer, which is an unusual situation. It appears the Tumwater Police Department participates in community policing and it is working. He asked that the Police Department emphasize and amplify community policing so that residents are aware that police officers not only police situations, but also are friends where information and greetings can be shared.

Councilmember Agabi said he was surprised that individuals shoplifting from local retailers can steal merchandise and flee with no repercussions, as the retailer does not pursue those individuals.

Councilmember Agabi asked about the staffing level of the Police Department. Police Chief Weiks advised that the department has 33 commissioned police officers with one position vacant. Councilmember Agabi said that during the retail theft incident, he was able to talk with officers. They indicated they were working overtime. He suggested that the amount of overtime reflects the need for more FTEs on the police force.

Chair Dahlhoff noted the budget process included some additional officer positions. She questioned whether the request is for additional FTEs as no source of funding for additional officers has been identified. Councilmember Agabi responded that his comments speak to the issue because his request is not for additional FTEs, as his proposal is for the next biennium to add six officer positions based on feedback from officers as to the adequate staffing level required for the Tumwater Police Department.

Police Chief Weiks advised that the department completed a staffing report, which will be presented to the committee in early 2023. The department budget request included a request for three additional officers in 2023 and 2024. The Mayor's proposed budget includes one police officer position plus two tentative positions to address attrition caused by future retirements in 2023 and 2024. The committee's agenda in January 2023 is scheduled to include discussions on police staffing and a review of the Strategic Staffing Report developed by the department's Management Analyst.

City Administrator Doan noted that an important element of community policing is telling the story and helping the community understand police duties and how to interact with police officers. At the beginning at the pandemic, one position deferred was the Police Specialist position. That position was involved in community outreach and worked with leadership and officers on conveying the story of policing in Tumwater. The proposed Mayor's budget includes filling that position enabling the ability for the department to convey community-policing information to the community. In terms of staffing for the department, the Chief submitted a proposal for additional staffing; however, the proposal moving forward includes a Detective Sergeant, a new position, and 2+ officers (replacement officers)



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as it requires approximately a two-year process to hire an officer until the officer is ready to perform duties. The replacement positions are intended to fill future vacancies during the next several years. The City proposes to fund all police vehicles and equipment with the intent to fill additional positions at the end of two years as attrition occurs. The department has been asked to review with the committee the right number of police officers needed for the Tumwater Police Department considering the significant residential growth trends, potential revenue sources, annual increases in expenses, and downstream impacts when additional positions are added.

Police Chief Weiks added that overtime is typically not driven by the number of officers, but rather the nature of the calls for service. A larger organization generally results in more requests for vacations. Some of the overtime is generated by police officer specialties when responding to different types of calls for service.

Chair Dahlhoff reported the next meeting is scheduled on October 11, 2022. She asked whether the agenda would include an update from Tumwater HOPES. City Administrator Doan said staff is contacting Chris Hawkins at the Thurston County Department of Health and Social Services, who serves as the supervisor for the program about possibility providing the presentation.

Chair Dahlhoff referred to Councilmember Jefferson's questions to follow-up on roles and responsibilities of the school district with respect to School Resource Officers. City Administrator Doan affirmed the committee's meeting schedule includes the item for future discussion.

**ADJOURNMENT: With there being no further business, Chair Dahlhoff adjourned the meeting at 9:02 a.m.**

Prepared by Valerie L. Gow, Recording Secretary/President  
Puget Sound Meeting Services, psmsoly@earthlink.net

TO: Public Health & Safety Committee  
FROM: Jon Weiks, Chief of Police  
DATE: October 11, 2022  
SUBJECT: SRO Roles & Responsibilities

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1) Recommended Action:

No action is requested, as this is for discussion only.

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2) Background:

At the request of this committee, Commander Jay Mason and Detective Lieutenant Jennifer Kolb will lead a discussion on the roles and responsibilities of the police department members who serve as a School Resource Officer in the Tumwater School District.

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3) Policy Support:

2021-2022 Strategic Priority: *"Provide and Sustain Quality Public Safety Services"*

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4) Alternatives:

This is for discussion only.

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5) Fiscal Notes:

No fiscal notes.

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6) Attachments:

No attachments

TO: Public Health & Safety Committee  
FROM: Jon Weiks, Chief of Police  
DATE: October 11, 2022  
SUBJECT: Interlocal Agreement between the City of Tumwater and the Tumwater School District for the School Resource Officer program

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1) Recommended Action:

Authorization to move the Interlocal Agreement between the City of Tumwater and the Tumwater School District for the School Resource Officer program (2023-2025) forward to the City Council for approval.

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2) Background:

In 2016 the School Resource Officer program expanded from one officer serving the Tumwater School District to two officers. The officer's 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 the additional 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, 2022 and the contract before you today is to continue this partnership from January 1, 2023 to December 31, 2025.

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3) Policy Support:

2021-2022 Strategic Priority: *"Provide and Sustain Quality Public Safety Services"*

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4) Alternatives:

The alternative would be returning to our prior level of service of one officer serving the 10 schools and all costs paid by the City.

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5) Fiscal Notes:

The Tumwater School District would reimburse the City of Tumwater \$538,333.00 (2023 = \$169,552.00, 2024 = \$179,259, and 2025 = \$189,522).

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6) Attachments:

- A. Interlocal Agreement between the City of Tumwater and the Tumwater School District for the School Resource Officer program (2023-2025)
- B. Interlocal Agreement between the City of Tumwater and the Tumwater School District for the School Resource Officer program (2019-2022)

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF TUMWATER  
AND THE TUMWATER SCHOOL DISTRICT  
FOR THE SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT is made and entered into this 1st day of January 2023, 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. Assignment of SROs

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 county-wide 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. Additional Responsibilities of SROs

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. Process for Filing Complaints

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.

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 \$538,333.00. The CITY will invoice the SCHOOL DISTRICT on a quarterly basis.

#### Cost Breakdown:

January 1, 2023 to December 31, 2023 =	\$169,552
January 1, 2024 to December 31, 2024 =	\$179,259
January 1, 2025 to December 31, 2025 =	\$189,522



## 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 self-insured, 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. Duration

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, 2025 unless 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 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

**Policy: 4311P**  
**Section: 4000 - Community Relations**

## School Safety and Security Services Program

### Safety and Security Staff Training

The district recognizes that trained safety and security staff know when to informally interact with students to reinforce school rules and when to enforce the law. Prior to assigning safety and security staff to work on school property when students are expected to be present, the district and its contractors must either:

A. Confirm that the safety and security staff have documentation showing completion of the security staff training series provided by the educational service district; or

B. Require the safety and security staff to complete the following educational service district training series: two components for school resource officers and three components for other safety and security staff, which must meet the following requirements:

(i) All safety and security staff must complete classroom training on the subjects listed below, within the first six months of working on school property when students are expected to be present:

- Constitutional and civil rights of children in schools, including state law governing search and interrogation of youth in schools;
- Child and adolescent development;
- Trauma-informed approaches to working with youth;
- Recognizing and responding to youth mental health issues;
- Educational rights of students with disabilities, the relationship of disability to behavior, and best practices for interacting with students with disabilities;
- Collateral consequences of arrest, referral for prosecution, and court involvement;
- Resources available in the community that serve as alternatives to arrest and prosecution and pathways for youth to access services without court or criminal justice involvement;
- Local and national disparities in the use of force and arrest of children;
- De-escalation techniques when working with youth or groups of youth;
- State law regarding restraint and isolation in schools, including RCW 28A.600.485
- Bias free policing and cultural competency, including best practices for interacting with students from particular backgrounds, including English learner, Lesbian Gay Bisexual Transgender and Queer (LGBTQ), immigrant, female, and nonbinary students;
- The federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. Sec. 1232g) requirements, including limits on access to and dissemination of student records for non-educational purposes; and
- Restorative justice principles and practices;

(ii) All safety and security staff 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; and

(iii) Safety and security staff who are not school resource officers must complete at least six check-in trainings with experienced staff within the first year of working on school property when students are expected to be present.

### Duties and Responsibilities

Safety and security staff will be responsible for promoting safety and serving as a positive resource to district schools. Safety and security staff will provide school-based security during the regular school day, and will be responsible for patrolling their assigned schools to identify, investigate, enforce, deter, and prevent crime, especially those incidents involving harassment and youth violence. Safety and security staff will be engaged in creating a positive school climate and building positive relationships with students by providing information, support, and problem-solving mediation and facilitation.

School resource officers are prohibited from becoming involved in formal school discipline situations that are the responsibility of school administrators. Circumstances under which teachers and school administrators may ask safety and security staff to intervene with a student include problems or incidents involving law enforcement, criminal activity, and/or threats to safety and health.

### **Complaint Resolution Process**

The district recognizes the importance of establishing a simple and effective means for resolving concerns that may arise related to safety and security staff. The following complaint resolution system will address concerns regarding safety and security staff, provide for the investigation of complaints, and provide for timely communication of the resolution of the complaint to the complainant.

The complaint resolution system shall allow parents and guardians and adult students to submit complaints. A complaint shall mean a written claim by a parent or guardian or adult student that alleges improper conduct by safety and security staff that has directly aggrieved them.

The following procedure has been established for resolving a written complaint filed by a parent or guardian or adult student.

#### Step One

The parent or guardian or adult student will present the complaint in writing to the school principal or their designee within 5 school business following the day of the action or incident that gave rise to the complaint. The written statement of the complaint will contain:

- A. The facts upon which the complaint is based as the parent or guardian or adult student who is filing the complaint sees them;
- B. A reference to the policies/procedures of the district which have allegedly been violated; and
- C. The remedies sought.

Failure to submit a written complaint within the timeline specified will result in waiver of the complaint.

If a written complaint is filed in compliance with the timeline specified above, the parent or guardian or adult student will discuss this complaint with the school principal or their designee. A sincere effort will be made to resolve the complaint at this level. If the parent or guardian or adult student does not appeal the complaint to the superintendent or their designee in writing within 3 school business days following the parent or guardian or adult student's meeting with the school principal or their designee, the complaint will be waived.

#### Step Two

If the parent or guardian or adult student does appeal the complaint to the superintendent or their designee in writing within 3 school business days following the parent or guardian or adult student's meeting with the school principal or their designee, the superintendent or their designee will, within 5 school business days following receipt of the complainant's written appeal, meet with that parent or guardian or adult student to hear their claim.

The superintendent or their designee will render a decision regarding the appeal within 3 school business days following the parent or guardian or adult student's meeting with the superintendent or their designee. The superintendent or their designee's decision will be considered final.

Any complaints involving a School Resource Officer will be forwarded to the Detective Lieutenant (SRO Supervisor) of the Tumwater Police Department to be addressed in accordance with department policies and contractually through the Tumwater Police Guild Collective Bargaining Agreement. The results of the investigation will be shared with the school principal, school superintendent, and the complaining party.

### **Annual Data Collection and Reporting**

The district must annually collect the following information on safety and security staff:

A. The total number of safety and security staff working in the district and in each school building, and number of days per week that each staff works;

B. The name of any law enforcement agency or private organization with which the district has an agreement for safety and security services;

C. A description of each incident where safety and security staff were involved that resulted in student discipline, use of force against a student, or a student arrest. For each student involved in the incident, the description must include:

(i) The student's race, ethnicity, and other demographics; and

(ii) Whether the student has an individualized education program or plan developed under Section 504 of the Rehabilitation Act of 1973;

D. The number of complaints related to job duties and student interactions filed against safety and security staff; and

E. Other school safety and security information required by the office of the superintendent of public instruction.

The district must annually submit any agreements with a law enforcement agency or security guard company and the information collected at the time and in the manner required by the office of the superintendent of public instruction. The office of the superintendent of public instruction will make the submitted agreements and information publicly available. To the extent possible, information collected under C. above must be disaggregated as provided in RCW 28A.300.042.

Adoption Date: **06.21**  
Classification: **Essential**  
Revised Dates: ;

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**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF TUMWATER  
AND THE TUMWATER SCHOOL DISTRICT  
FOR THE SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of September 2019, 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 (SRO's) to provide services to High, Middle and Primary schools within the SCHOOL DISTRICT; and

WHEREAS, the SCHOOL DISTRICT agrees to provide facilities for the aforementioned SRO's;

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.**

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

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

(1) SRO will primarily serve Tumwater Middle School and Bush Middle School.

Both SRO's 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.

**II.**

The SRO's will provide a uniformed presence on campus to promote safety and serve as a positive resource to the SCHOOL DISTRICT schools. SRO's will patrol his/her 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. In addition, SRO's will provide students, parents, teachers, administrators, and neighborhood residents with information, support, and problem solving mediation and facilitation.

### III.

The SRO's shall at all times remain an employee of the CITY and shall not be an employee of the SCHOOL DISTRICT. The SRO's 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 SRO's 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 SRO's 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 SRO's 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 SRO's will work on assignments as determined by their police supervisor.

### IV.

In the event the Principal of a school to which an SRO has been assigned has cause to believe that 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.



## V.

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

- Have SRO's 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 county-wide 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.

## VI.

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. The SRO's shall not act as a disciplinarian; however, the SRO's may assist the school with discipline problems and, if the problem or incident is a violation of law, will determine whether law enforcement action is appropriate. Violations of school rules will be turned over to the school administration.

- 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.

## VII.

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 SRO's 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.
- Will partner with the POLICE DEPARTMENT to provide annual training to the SRO's specific to their roles and responsibilities within the schools, as budgeting allows.

## VIII.

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 high school SRO will be that of the CITY.
- The base salary, premium pay and benefits for the middle 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 \$479,975.00. The CITY will invoice the SCHOOL DISTRICT on a quarterly basis.

Cost Breakdown:

September 1, 2019 to December 31, 2019 =	\$ 45,050
January 1, 2020 to December 31, 2020 =	\$139,825
January 1, 2021 to December 31, 2021 =	\$144,650
January 1, 2022 to December 31, 2022 =	\$150,450

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.

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.

## X.

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 self-insured, governmental risk pool that shall satisfy the requirements for that party.

#### **XI.**

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.

#### **XII.**

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, 2022 unless mutually extended by the parties in writing.

#### **XIII.**

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.

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:

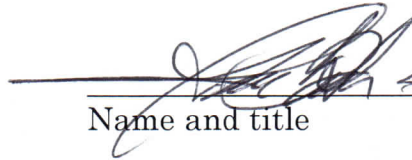
CITY OF TUMWATER



Pete Kmet, Mayor

Dated: 4/23/19

TUMWATER SCHOOL DISTRICT




SUPERINTENDENT

Name and title

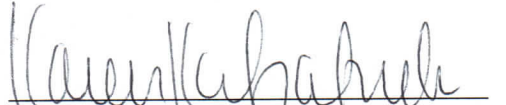
Dated: 3/14/19

ATTEST:



Melody Valiant, City Clerk

APPROVED AS TO FORM:



Karen Kirkpatrick, City Attorney