



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, November 12, 2024
8:00 AM**

1. Call to Order
2. Roll Call
- [3.](#) Approval of Minutes: Public Health and Safety Committee, October 8, 2024
- [4.](#) Interlocal Agreement with Thurston County Prosecuting Attorney's Office for Prosecution Services (City Attorney's Office)
- [5.](#) Interlocal Agreement with Olympia for Mark Noble Regional Training Center (Fire Department)
- [6.](#) Interlocal Agreement with Olympia for FDCARES Program (Fire Department)
- [7.](#) Resolution R2024-015, Affirming the Council's commitment to equality, dignity and the protection of civil rights, and standing against hate, bigotry and discrimination (Executive Department)
8. Additional 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/89703513793?pwd=3EO2bZGspVW0iiENEeb3siz5ga0Btt.1>

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 897 0351 3793 and Passcode 282220.

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.

TUMWATER PUBLIC HEALTH AND SAFETY COMMITTEE

MINUTES OF VIRTUAL MEETING

October 8, 2024 Page 1

CONVENE: 8:02 a.m.

PRESENT: Chair Peter Agabi and Councilmembers Leatta Dahlhoff and Kelly Von Holtz.

Staff: City Administrator Lisa Parks, Assistant City Attorney Davis Abbott, Finance Director Troy Niemeyer, Fire Chief Brian Hurley, Assistant Fire Chief Shawn Crimmins, Police Commander Jay Mason, Communications Manager Jason Wettstein, and Police Administrative Supervisor Laura Wohl.

CHANGES TO AGENDA:

APPROVAL OF MINUTES:

SEPTEMBER 10, 2024:

MOTION: Councilmember Von Holtz moved, seconded by Chair Agabi, to approve the minutes of October 8, 2024 as published. A voice vote approved the motion.

CRISIS RESPONSE UPDATE: Fire Chief Hurley introduced Joe Avalos, Executive Director, Thurston Mason Behavioral Health Administrative Services Organization (TMBHO), an administrative services organization. Mr. Avalos shared information on a program involving community-based crisis teams (CBCTs).

Mr. Avalos reported that TMBHO includes Olympic Health and Recovery Services (OHRs), a behavior health agency. The organizational structure is a quasi-governmental entity governed by two Thurston County Commissioners and one Mason County Commissioner. The organization is tasked as the Behavioral Health-Administrative Services Organization (BH-ASO) to provide funding for behavioral crisis healthcare not related to Medicaid. Prior to 2020, the organization received all Medicaid funding for the Thurston/Mason region of approximately \$60 million annually. In 2020, the state moved funding to managed care organizations leaving regional BH-ASOs with non-Medicaid funding. One of the tasks is to provide a crisis service system for the region in addition to other services. The organization contracts with 20 providers for non-Medicaid services.

In 2017, Commissioners elected to improve outreach to the community. Subsequently, OHRs was created as a licensed behavioral health agency working primarily in Mason and Thurston Counties.

Councilmember Dahlhoff joined the meeting.

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The mission is to provide outreach service to communities in Mason County and Thurston County served by 150 employees throughout the different programs.

OHRS operates a 24/7 Regional Crisis Line. The line receives approximately 3,000 calls each month. Of those calls, OHRS triages calls and responds with traditional mobile crisis teams from Lacey, Shelton, or dispatches a Thurston Mason designated crisis responder capable of involuntarily detaining someone based on being a danger to themselves or others. The flagship model of care is law enforcement co-response. The teams include crisis clinicians embedded within local law enforcement jurisdictions. The effective program has been in place since 2021 and has experienced positive outcomes. The co-response model is an evidenced-based team comprised of a crisis clinician and a certified peer counselor. The clinician pursues engagement to ascertain risk level by assessing whether the person is a danger to themselves, to others, or is suicidal to identify next steps. Certified peer counselors use a softer approach as they typically are individuals with lived experience in behavioral health crisis, substance abuse, or who are in recovery. Counselors provide individuals in crisis with support in ways clinicians are unable to provide in the field. The program require instances of partnering with law enforcement to help secure a safe situation because teams are often dispatched to unknown situations or lack the history of an individual experiencing a crisis.

The first outreach team was embedded with the Lacey Police Department in August 2021. Within the first six months of the program, all four staff members received a commendation from the Lacey Police Chief and the Lacey team. The collaboration led to the Thurston County Sheriff Department's Scout Team using the same model.

In August 2023, the model was implemented by the Mason County Sheriff's Department. All teams have experienced success. Although the City of Olympia has its funded Crew Teams, the program has provided several embedded crisis responders with the Olympia Police Department. Another team is embedded with the Shelton Police Department. The team works with the Mason County co-response team. In May 2022, another team was added to the Lacey Police Department.

Some reported impacts from all the jurisdictions include quick response by the teams to community crisis situations increasing an officer's efficiency as the team can often provide data on the individual's history affording a better way to triage. In many instances, where the history reveals no violence, the team can respond without the presence of law enforcement. The program has resulted in a decrease in responses to repeat calls for service as police officers often have access to notes documenting an existing plan in place that enables only the team to respond to the scene.

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As more of the community and more jurisdictions have become aware of the teams, more services have been offered. The teams are dispatched directly from law enforcement and 911 bypassing the organization's triage system while remaining in contact with the organization. The process enables a quicker response. In most situations, the team has stabilized individuals in the field or with a follow-up call and referral to resources. Often, individuals are referred to outreach services for housing, substance abuse recovery, or other community resources.

To date, most responses are without law enforcement (85%) enabling police officers and first responders to focus on their jobs. The teams rely on all service providers and other organizations within the communities to include churches, SafePlace, Sidewalk, and other social services in the region.

Approximately 40% to 45% of the funding is paid by Medicaid for the service. Other funds to help offset costs are from federal and state sources. Local funding varies. In Thurston County, the Treatment Tax Program provides 1/10th of 1% from sales tax revenue. The City of Lacey and the City of Olympia provide funding from city budgets, as well as training.

In response to recent reform legislation, the state is implementing a program of community-based crisis teams. House Bill 1134 is the state's investment in 988 (intended to serve as 911 for behavioral health). Legislation moved forward because of a federal mandate to establish 988 as the primary vehicle for people experiencing behavioral health crisis rather than calling 911. The state wants to replace regional crisis lines with 988 by January 2026. However, to accomplish the switch, a response system similar to regional crisis lines and 911 and first responders are necessary. Investment has occurred to increase mobile crisis teams and community-based crisis teams. Community-based crisis teams are embedded with fire service agencies and EMS agencies rather than with law enforcement. The model has been demonstrated to be effective. To meet the conditions of a community-based crisis team, fire service agencies must be partnered and contracted with a behavioral health agency. Funding will flow from the Health Care Authority to BH-ASO and to the provider (fire service agency). During the last legislative session, grants were established along with \$144 million for service delivery. Based on recent information, some funds will pay for clinical staff through OHRS and some funds may be available to fund first responder personnel.

Community-based crisis teams (CBCTs) can be an emergency medical services agency, a fire service agency, a public health agency, a medical facility, a nonprofit crisis response provider, or a city or county government entity other than a law enforcement agency, that provides on-site community-based interventions of a mobile rapid response crisis team for individuals who are experiencing a behavioral health crisis.

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To meet the conditions of a CBCT, a fire agency must be partnered with a Behavioral Health Agency (BHA) that also has a contract with the regional Behavioral Health Administrative Service Organization in the region. Any interested CBCT must submit an application to the HCA by January 2025. On-site reviews are then scheduled by HCA program staff in February through March, with service delivery anticipated to begin in July 2025.

Based on prior experience and the organizational structure of the TMBHO, both regions are positioned to successfully launch a CBCT based on similar work with local law enforcement. A contract with Tumwater would be the first fire service-based CBCT. Based on available funding, the service could be budget neutral for the City.

Mr. Avalos invited questions.

Fire Chief Hurley said that historically, the programs have been embedded with law enforcement representing a shift to embedding with the fire service. He asked for feedback on the advantages of offering services through the fire department. Mr. Avalos responded that although the regional program has been embedded with law enforcement, other programs across the state have co-responder teams successfully embedded with fire. The new model and the proposed approach would replicate existing models with most incidents not needing mutual response; however, it would be important for the team to rely on the fire department's relationship with the police department, as there could be instances where police response would be required.

Councilmember Dahlhoff commented that the proposal would serve as a way to highlight how the fire and police departments work together and respond to the community. She supports the proposal as it addresses needs as well as the concerns with respect to the type of calls. She noted that the Thurston County Sheriff's Office is scheduled to move near Tumwater City Hall within the next several years. She questioned the possibility of pursuing conversations about the possibility of moving some Tumwater police officers to the new location to develop a stronger relationship with the Scout Teams. Mr. Avalos advised that he is unsure as to why the funding model excludes law enforcement and plans to follow up with several legislators. He believes the state wanted to move away from the model of having law enforcement respond to all crisis calls.

Chair Agabi asked whether the law enforcement teams participate in the involuntary commitment of individuals. Mr. Avalos said involuntary commitment is a civil issue and typically occurs with community mobile teams and only when required. Designated crisis responder (DCRs) teams require law enforcement support because DCRs advise individuals of their rights creating a different engagement model than the mobile teams that

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respond to a crisis situation. DCRs entail legal investigations that create some instances of escalation as reading a person their rights can create a negative connotation of an impending arrest.

Chair Agabi asked about the number of behavioral crisis beds available in Thurston County. Mr. Avalos said South Sound Behavioral Hospital is located across the street from the organization’s office in Lacey. The hospital provides 134 beds comprised of voluntary and involuntary beds. Three other facilities are operated by another entity providing 15 involuntary beds, 11 long-term civil commitment beds in Olympia, and 10 beds of short-term involuntary beds and six beds of long-term civil commitment beds in Tumwater. Another facility, currently empty, is located off South Bay Road and is scheduled to open soon by a local provider. As the organization is a phase 3 implementation site, the organization provides in-patient and outpatient services. The organization is gearing up to release a request for proposal for a crisis stabilization facility (voluntary unit) of approximately 16 beds for police drop off. The state offers more involuntary beds.

Councilmember Von Holtz acknowledged and thanked Mr. Avalos for the services offered in the community. Mr. Avalos replied that the organization is providing more crisis services to the communities than in other regions that are much larger. It speaks to both the need and the ongoing gap in the community. Councilmember Holtz cited information reflecting that in 2021, one in five Washingtonians were diagnosed with some form of mental illness. She asked whether the number has changed since the COVID pandemic. Mr. Avalos said he would follow up with information. However, the organization has increased crisis service mobile outreach by at least four times more than three years ago. No change in numbers has occurred with respect to involuntary evaluations.

Chair Agabi asked about the next steps. City Administrator Parks advised that staff is working with Mr. Avalos to explore the application process. The City plans to move forward with a partnership. The next tentative action by the Council could entail approval if the City must be a party to the grant application. Any service agreement would be reviewed by the committee and the Council.

**RESOLUTION
R2024-015,
AFFIRMING THE
COUNCIL’S
COMMITMENT TO
EQUALITY,
DIGNITY AND THE
PROTECTION OF
CIVIL RIGHTS,**

Manager Wettstein presented the proposed resolution affirming the Council’s commitment to equality, dignity, and the protection of civil rights and standing against hate, bigotry, and discrimination. Recent events at the national, state, and local levels highlighted the need for the community to take a stand against hate and the violation of civil rights and reaffirm a shared commitment to justice, equality, and human dignity.

The proposed action provides a values-based foundation for the City and supports the Council’s Strategic Priorities to build a community recognized

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**AND STANDING
AGAINST HATE,
BIGOTRY AND
DISCRIMINATION:**

for quality, compassion, and humanity.

Staff recommends the committee recommend the Council adopt the proposed resolution.

Chair Agabi said the resolution is proposed because of an incident experienced by Councilmember Dahlhoff. He questioned how the resolution would align with the City’s establishment of an Equity Commission.

City Administrator Parks responded that the resolution is a first step in creating a platform in the City to assist in pursuing community conversations surrounding hate, racism, and bigotry. The community has experienced instances of hate, racism, and bigotry including the recent incident experienced by Councilmember Dahlhoff. The purpose of the Equity Commission is to outreach to the community to learn about the community’s lived experiences and issues. The resolution serves as a next step for staff to prepare another resolution specific to establishing an Equity Commission and identifying its goals and priorities.

Councilmember Dahlhoff asked about the possibility of receiving an update concerning an incident that occurred in May, which served as the impetus for the proposed resolution. Police Commander Mason advised that he contacted the parties and received some information. However, some individuals did not respond. The police department strives to provide service based on relationships with a goal to improve relationships. While outreach and response is the desired outcome, it is also important to respect those individuals who do not feel comfortable talking with law enforcement as opposed to continually pursuing conversations. The process to build trust and relationships is an ongoing process. Based on experience and participating in some community events, he recognizes there may be some events that do not want participation by uniformed officers. Those types of communications are ongoing and the department in some instances provides services while other events include no participation by the department. The goal is to balance the wishes and needs of the community.

Councilmember Dahlhoff conveyed her preference for the resolution to speak specifically to Tumwater. The resolution should be action-oriented and specific to Tumwater.

City Administrator Parks said the resolution could include more specificity-based feedback from the committee.

Following additional comments by Councilmember Dahlhoff, City Administrator Parks recommended working with Manager Wettstein to review some specific requests.

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Councilmember Von Holtz shared that she is aware Chair Agabi has experienced instances of racism and she as a woman of color has experienced racism in the schools and in the community. She is appreciative of the proposal and supports Councilmember Dahlhoff's recommendation that the resolution should not represent just "words on paper" because it is time for the City to stand against hate that is prominent in the community.

Chair Agabi requested information as to the recommendation to include specific actions. Councilmember Dahlhoff cited some examples, such as a joint meeting with the Tumwater School Board as an example of partnership and collaboration and conversations surrounding the formation of the Equity Commission. The resolution should speak to partnerships and convey intentional actions rather than speaking to only building more trust and respect. The issue is how to build more trust and respect.

In response, Chair Agabi recommended continuing the discussion to revise the resolution.

**ADDITIONAL
ITEMS:**

There were no additional items.

ADJOURNMENT: With there being no further business, Chair Agabi adjourned the meeting at 9:03 a.m.

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

TO: Public Health & Safety Committee
FROM: Karen Kirkpatrick
DATE: November 12, 2024
SUBJECT: Interlocal Agreement with Thurston County Prosecuting Attorney's Office for Prosecution Services

1) Recommended Action:

Place the Interlocal Agreement with the Thurston County Prosecuting Attorney's Office for Prosecution Services on the December 3, 2024, City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

2) Background:

The City has a long-standing relationship with the Thurston County Prosecuting Attorney's Office. The current contract for prosecution services expires December 31, 2024. Staff recommends renewing the contract for a period of two years. The Prosecutor's Office updated their figures based on the services previously provided and projected trends, and has proposed an annual amount of \$230,000.00 (\$19,166.67 per month) for the calendar year of 2025 and \$236,900.00 (\$19,741.67 per month) for the calendar year of 2026. This is an increase from the current annual amount of \$200,400.00 (\$16,700.00 per month). The proposed contract also includes civil support at \$140 per hour, not to exceed \$30,000 (which is unchanged from the current contract).

3) Policy Support:

The continued relationship with the Prosecuting Attorney's Office helps provide and sustain quality public safety services.

4) Alternatives:

N/A

5) Fiscal Notes:

Proposed contract amount: \$230,000 in 2025 and \$236,900 in 2026, plus civil support at \$140 per hour, not to exceed \$30,000.

6) Attachments:

A - Proposed Contract and Scope 2025-2026

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF TUMWATER AND
THE THURSTON COUNTY PROSECUTING ATTORNEY'S OFFICE
FOR PROSECUTION SERVICES**

THIS INTERLOCAL AGREEMENT, is made and entered into pursuant to RCW 39.34 in duplicate this _____ day of _____, 2024, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the "CITY" and THURSTON COUNTY PROSECUTING ATTORNEY'S OFFICE, hereinafter referred to as the "PAO."

In consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

The PAO shall perform the following services and accomplish the following tasks, including the furnishing of all materials and equipment necessary for full performance thereof:

The PAO shall perform all necessary prosecution services for the City of Tumwater as more particularly described and detailed in Attachment "A" incorporated herein by reference.

In the provision of services under this Agreement, the PAO will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

2. TERM.

This Agreement shall be in full force and effect beginning January 1, 2025, and shall remain in effect until December 31, 2026, unless sooner terminated according to the provisions herein. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

3. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.

B. No payment shall be made for any service rendered by the PAO except for services identified and set forth in this Agreement.

C. The CITY shall pay the PAO for work performed under this Agreement a sum of **Two Hundred Thirty Thousand Dollars and No Cents (\$230,000.00) for the calendar year of 2025** as follows: Nineteen Thousand One Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$19,166.67) per month payable on or about the first Wednesday of the following month. The CITY shall pay the PAO for work performed under this Agreement a sum of **Two Hundred Thirty-Six Thousand Nine Hundred Dollars and No Cents (\$236,900.00) for the calendar year of 2026** as follows: Nineteen Thousand Seven Hundred Forty-One Dollars and Sixty-Seven Cents (\$19,741.67) per month payable on or about the first Wednesday of the following month. In addition, on an as-needed basis, civil support will be billed at One Hundred Forty Dollars (\$140.00) per hour not to exceed Thirty Thousand Dollars (\$30,000.00) per year, for a total not to exceed amount of Five Hundred Twenty-Six Thousand Nine Hundred Dollars and No Cents (\$526,900.00). The cost of all infrastructure, administrative support, and services, as well as standard overhead services necessary to comply with established standards, is included in this payment.

4. INSURANCE.

Thurston County is a member of the Washington Counties Risk Pool and the liability coverage through the Risk Pool is acceptable to the CITY.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent contractor relationship will be created by this Agreement. The CITY will not exercise control and direction over the work of the PAO and is interested primarily in the results to be achieved. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the discretion of the PAO. No agent, employee, servant or representative of the PAO shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the PAO are not entitled to any of the benefits the CITY provides for its employees. The PAO will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the PAO is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

6. HOLD HARMLESS INDEMNIFICATION.

The PAO shall indemnify and hold the CITY and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the CITY resulting from the PAO's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the CITY, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the PAO; and provided further, that nothing herein shall require the PAO to hold harmless or defend the CITY, its agents, employees and/or officers from any claims arising from the sole negligence of the CITY, its agents, employees, and/or officers.

7. COMPLIANCE WITH LAWS.

The PAO, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

8. ASSIGNMENT.

The PAO shall not assign its performance under this Agreement unless the PAO determines that a conflict of interest exists. The PAO shall notify City if a case is being assigned to an attorney outside the PAO.

9. TERMINATION.

Either party may terminate this Agreement, in whole or in part, at any time, by giving at least sixty (60) days written notice.

10. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

11. ADMINISTRATION.

This Agreement will be jointly administered by Administration Chief Prosecuting Attorney and the Tumwater City Attorney. This Agreement does not create any separate legal or administrative entity.

12. FINANCING BUDGET.

This Agreement does not contemplate joint financing of the activities within its scope, nor does it contemplate a joint budget.

13. PROPERTY ACQUISITION AND DISPOSITION.

This Agreement does not contemplate the joint acquisition of property by the parties. At termination, each party will remain the sole owner of its own property. Any property acquired by the PAO in connection with this Agreement will be, and remain, solely owned by the PAO, even if the property is acquired by the County using payments made by the CITY under this Agreement.

14. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

15. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington or in the superior court of either of the two nearest judicial districts.

16. SEVERABILITY.

A. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statute of the State of Washington, said provision that may conflict therewith

shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

17. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Any amendment or extension of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

18. FILING. This Agreement will be filed with the Thurston County Auditor or listed on the PAO's web site prior to entry into force, in accordance with RCW 39.34.040.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY:
CITY OF TUMWATER

555 Israel Road SW
Tumwater, WA 98501

PAO:
THURSTON COUNTY
PROSECUTING ATTORNEY'S
OFFICE
2000 Lakeridge Drive SW
Olympia, WA 98502

DEBBIE SULLIVAN
Mayor

JON TUNHEIM
Thurston County Prosecuting Attorney

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

ATTACHMENT "A"
PROSECUTION SERVICES

Duties

- A. The Thurston County Prosecuting Attorney's Office (PAO) will be responsible to assign an employee who is qualified and able to provide the services needed to represent the City of Tumwater (CITY) as the CITY'S primary prosecutor in matters before the Thurston County District Court. This includes representation for all stages of criminal proceedings for criminal misdemeanors and gross misdemeanors, criminal traffic misdemeanors and gross misdemeanors, and contested traffic infractions. The PAO will be present at all stages of criminal proceedings including in-custody bail hearings, arraignments, pre-trial conferences, motion hearings, bench trials, jury confirmation hearings, jury trials, and post-conviction/post-trial motions and appeals. The PAO will also represent the CITY at contested traffic hearings when the defendant is represented by counsel, or when witnesses have been called to testify.
- B. The PAO will be responsible for providing all of the legal support work necessary to support the prosecution of the CITY'S cases.
- C. Represent the CITY in matters on appeal before the Thurston County Superior Court, Washington State Court of Appeals and the Washington State Supreme Court. These are very infrequent, but would include the writing of a brief in response to the appellant's brief, and appearance at all appellate proceedings. The PAO will timely inform the Tumwater City Attorney of all matters set for trial and all appeals.
- D. Review Tumwater police reports referred for charging sufficiency. Respond timely with the necessary communication back to the police department. Meet with the police department on a regular basis; communicate regularly and timely with the police department in order to assist with case investigation, to prepare officers as witnesses for evidentiary motions and for trial, and to provide feedback to officers and their superiors on matters relating to charges filed. Provide periodic training sessions for the benefit of the police department. CITY will reimburse the PAO for all training materials provided to police department employees. Regularly communicate with and provide feedback to the Police Chief or Police Commander on criminal matters relating to police investigation and charging decisions.

- E. The PAO agrees to be available by telephone for communication with witnesses, police, and CITY staff, and provide timely responses to messages during times of unavailability. The PAO will provide a telephone number to the CITY for regular business contacts as well as a telephone number (whether the same or different number) for purposes of police investigation /advice during non - business hours (between 5:00 p.m. and 8:00 a.m.). This number is expected to be used infrequently, and only for emergent legal issues.
- F. The PAO shall have the right to determine which PAO employees will provide prosecution services under this Agreement. If the PAO has a conflict of interest on a case, the PAO will arrange for alternative service.
- G. Due to scheduling conflicts outside the control of the PAO, primarily the Monday in-custody arraignment calendar, the PAO shall have the right to make arrangements with the City of Lacey Prosecutor to represent the CITY for such purposes as may be necessary (i.e., arraignment/probable cause statements, bail hearings, conditions of release, no contact orders).
- H. The PAO agrees to timely inform the City Attorney of issues that will cause liability for the CITY or have the potential to expose the CITY to liability.
- I. In addition to the prosecution services described above, the PAO may provide the CITY with civil case support related to code enforcement matters depending on the capacity of the PAO civil division to provide these services. These services, if provided, will be billed separately at an hourly rate of \$140.00.

TO: Public Health & Safety Committee
FROM: Brian Hurley, Fire Chief
DATE: November 12, 2024
SUBJECT: Interlocal Agreement with Olympia for Mark Noble Regional Training Center

1) Recommended Action:

Place the Interlocal Agreement with Olympia for use of the Mark Noble Regional Training Center on the November 19, 2024 City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

2) Background:

The Mark Noble Regional Training Center is a state-of-the-art fire training facility administered by the Olympia Fire Department. The facility has both commercial and residential fire training props with the capability to provide “live fire” training which is required annually. Tumwater first began using the facility in 2016 and the current agreement expires at the end of 2025.

3) Policy Support:

Provide and Sustain Quality Public Safety Services

- Ensure timely, efficient, and effective public safety response in our community
 - Explore and implement partnerships to improve efficiency of service delivery
-

4) Alternatives:

- Do not recommend approval
-

5) Fiscal Notes:

The contract amount is \$90,400 which is the same as 2024.

6) Attachments:

- A. Interlocal Agreement with Olympia for Mark Noble Regional Training Center

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF OLYMPIA AND THE CITY OF TUMWATER
FOR
TRAINING SERVICES AT THE CITY OF OLYMPIA MARK NOBLE REGIONAL
TRAINING CENTER**

1. This agreement for training services (“Agreement”) is between the City of Olympia (“OLYMPIA”) and the City of Tumwater (TUMWATER”).

2. **RECITALS.**

2.1 **Interlocal Cooperation.** RCW 39.34.010 permits local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

2.2 **Agreements Authorized.** Pursuant to RCW 39.34.080, each Party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; provided, that such contract shall be authorized by the governing body of each Party to the contract and the contract sets forth the purposes, powers, rights, objectives and responsibilities of the contracting parties.

2.4 **Purpose.** The purpose of this Agreement is to provide detail of fire training, including consumables, to the Tumwater Fire Department (“TFD”) at OLYMPIA’s Mark Noble Regional Fire Training Center (“Training Center”) located at 1305 Fones Road in Olympia, Washington, subject to the terms and conditions outlined in this Agreement and any exhibits or attachments incorporated by reference.

3. **DEFINITIONS.** In this Agreement, the following words shall have the meanings set forth below:

3.1 **Director of Training:** – Chief of Operations at the Training Center, employed by OLYMPIA at the Olympia Fire Department (“OFD”), responsible for managing the Training Center, which includes but is not limited to, setting curricula, scheduling classes, conducting evaluations of the effectiveness of the training programs, selecting training personnel, and determining performance and participation standards.

3.2 **Training Officers:** Employees from the OFD, or other agencies, designated by the Director of Training to perform certain tasks.

3.3 **Instructors**: Employees from the OFD, or other agencies, designated by the Director of Training to train and instruct firefighters, firefighter paramedics, and fire officers of their own or another department/district.

4. RESPONSIBILITIES OF TFD

4.1 **General**. In its use of the Training Center, TFD personnel shall adhere to all OFD facility rules and regulations, policies, and schedules as set forth by the Director of Training and in Appendix B.

4.2 **Annual Fee and Training Deliverables**. TFD shall pay to OFD a fee for nonexclusive access to and use of the Training Center (“Annual Fee”). The Annual Fee and list of training deliverables is set out in Appendix A to this Agreement. As noted in appendix A, the annual fee may be increased upon agreement of both parties to compensate for increased operating cost to OFD. In the event this Agreement is effective for portions of a year, the annual fee shall be pro-rated accordingly.

4.3 **Consumables**. TUMWATER shall pay a set fee to OLYMPIA for the use of standard consumables (“Consumables Fee”), above those defined in the list of deliverables. Consumables include items such as propane, smoke fluid, sheetrock, OSB, and similar supplies. The Consumables included in the contract are detailed in Appendix A.

4.4 **Method of Payment**. OFD will produce twice yearly billing statements on June 1 and December 1 that will include Annual and Consumables fees, as well as any additional costs provided for under this Agreement for TFD’s use of the Training Center. TFD agrees to remit payment to the OFD within thirty (30) days of receipt of the OFD’s invoice.

5. POLICIES & PROCEDURES – COMPLIANCE WITH LAW

5.1 **Policies**. TFD shall comply with OFD’s Fire Training Center Rules & Regulations, Policies, and Procedures. These are subject to change at the discretion of OFD. Except when such advance notice is impractical or unreasonable, OFD shall give at least thirty (30) days’ advance posted written notice of any changes. Provided that, when training on or related to vehicles or equipment of TFD (e.g., water tender, crash rescue equipment), policies, procedures, or protocols of TFD shall be followed. All policies and procedures shall be in writing and available to the Parties.

5.2 **Law**. The Parties shall comply with all applicable federal, state, and local laws including, without limitation, all OLYMPIA codes, ordinances, resolutions, and standards as they currently exist or are hereafter amended or newly adopted.

6. INDEMNIFICATION

6.1 **Indemnification**. TUMWATER shall defend, indemnify and hold OLYMPIA, its officers, officials, employees and volunteers harmless from and against any and all claims, suits,

actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of TFD's use of the Training Center or from any activity, work or thing done, permitted, or suffered by TFD in or about the Training Center, except only such injury or damage as is caused by the negligence of OLYMPIA, subject to the terms of 6.2, below.

6.2 **No Indemnification for Joint TFD/OFD Training.** When OFD and TFD are training jointly at the Training Center, each party shall be responsible for its own defense of any claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property arising out of such joint training.

6.4 **Waiver of Immunity.** It is specifically and expressly understood that the indemnification provided herein constitutes the waiver by each Party to immunity under industrial insurance, Title 51 RCW, solely for the purposes of the indemnification under this Agreement Section 6. This waiver has been mutually negotiated by the Parties.

7. INSURANCE

TUMWATER shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the Training Center.

7.1 **Minimum Scope of Insurance.** TUMWATER shall maintain insurance of the types described below, on the forms described or shall provide evidence of equivalent coverage through the Washington Cities Insurance Association (WCIA):

7.1.1 **Automobile Liability** insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.1.2 **Commercial General Liability** insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability.

7.1.3 **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

7.2. **Minimum Amounts of Insurance.** TUMWATER shall maintain the following insurance limits:

7.2.1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$ - 2,000,000 per accident.

7.2.3. **Commercial General Liability** insurance shall be written with limits no less than \$5,000,000 each occurrence, \$10,000,000 general aggregate.

7.3 **Verification of Coverage.** TUMWATER shall furnish OLYMPIA with certificates or other evidence of insurance coverage.

7.4 **Failure to Maintain Insurance.** Failure on the part of TUMWATER to maintain the insurance required shall constitute a material breach of Agreement, upon which OLYMPIA may, after giving written notice to TUMWATER to correct the breach, immediately terminate the Agreement.

7.5 **No Limitation.** TUMWATER's maintenance of insurance as required by the Agreement shall neither be construed to limit the liability of TUMWATER to the coverage provided by such insurance, nor to otherwise limit OLYMPIA's recourse to any remedy available at law or in equity.

8. **NO JOINT BOARD.** This Agreement creates no joint board and no separate legal entity.

9. DISPUTE RESOLUTION

9.1 **Informal.** The MNRFTC Director of Training, together with a TFD Chief, shall meet and attempt to resolve any matter of training, scheduling, personnel, financing, or any other dispute arising out of this Agreement. In the event that the parties fail to resolve the dispute, the Fire Chief of each Party shall meet and attempt to resolve any remaining issues. In the event the parties remain unable to reach agreement, the City Manager of the City of Olympia, who has ultimate authority over the Training Center and its activities, shall make a final decision on the dispute.

9.2 **Mediation.** Should TUMWATER disagree with the OLYMPIA City Manager's decision, TUMWATER may request mediation within thirty (30) days of the City Manager's decision. Upon agreement to mediate, the Parties shall attempt to mediate the dispute through a mutually agreeable third party. The cost of the mutually agreeable mediator will be born equally by the parties. Either party may terminate mediation at any time. If the parties cannot agree to a decision at mediation, either party may take such action as authorized under the Agreement, including commencement of an action in court.

10. GENERAL

10.1 **Amendments.** Except expressly allowed for revisions to Appendix A of this Agreement, no amendment to this Agreement shall be valid unless evidenced in writing, properly agreed to and authorized by each Party's governing authority.

10.2 **Severability.** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall remain valid and in full force and effect.

10.3 **No Third Party Benefits.** This Agreement is entered into for the benefit of the Parties to the Agreement only and shall confer no benefits, direct or implied, on any third persons.

10.4 **Assignment.** Neither TUMWATER nor OLYMPIA shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

10.5 **No Waiver.** Failure or delay of either Party to declare any breach or default immediately upon occurrence shall not waive such breach or default.

10.6 **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 any of the provisions of this Agreement.

10.7 **Equal Opportunity to Draft.** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement and Appendix. No ambiguity shall be construed against either Party upon a claim that the Party drafted ambiguous language.

10.8 **Recording.** Prior to its entry, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

10.9 **Notice.** Any notice required under this Agreement shall be to the Party at the address listed below and shall become effective three (3) days following the date of deposit in the United States Postal Service.

OLYMPIA

Attn: Fire Chief
Re: Training Agreement with City of Tumwater
PO Box 1967
Olympia, WA 98507-1967

TUMWATER

Attn: Fire Chief
Re: Training Agreement with City of Olympia
555 Israel Rd. S.W.
Tumwater, WA 98501

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

10.11 **Entire Agreement.** This Agreement and Appendix A set forth all terms and conditions agreed upon by the OLYMPIA and TUMWATER, and supersedes any and all agreements oral or otherwise with respect to the subject matter addressed herein.

11. RECORDS

11.1 **Financial Records**. Each Party agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and maintain such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the other Party, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

11.2 **Public Records Generally**. Each Party shall maintain public records in accordance with state law, in the manner and for the time period applicable to such records. If either Party receives a request for records created as a part of this program, each Party agrees to fully cooperate with the other in a timely response to any such request.

11.3 **Training Records**. TFD shall be responsible for maintaining a contract with an agreed upon vendor in support of this Interlocal with City of Olympia. See Appendix A for detail of specific responsibilities of each agency.

12. DURATION OF AGREEMENT & TERMINATION

12.1 **Effective Date**. This Agreement shall take effect on 1/1/2025 or the date of the last authorizing signature affixed and proper recording hereto.

12.2 **Term**. Unless otherwise terminated as provided herein, this Agreement shall continue until December 31, 2025.

12.3 **Non-Appropriation of Funds**. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future budget (calendar) year, neither OLYMPIA nor TUMWATER will be obligated to continue the Agreement after the end of the current calendar year, and this Agreement will automatically terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to either Party in the event this provision applies.

12.4 **Surviving Provisions**. Agreement Sections 6 and 11 shall survive the termination of this Agreement, pursuant to their terms.

13. AUTHORIZATION AND EXECUTION. Each Party warrants that it is duly authorized to enter this Agreement and that the person(s) executing the Agreement are authorized to execute the Agreement for and on behalf of the identified Party

CITY OF OLYMPIA

Approved as to Form:

Steven J. Burney, City Manager

City Attorney

Date: _____

CITY OF TUMWATER

Attest:

Debbie Sullivan, Mayor

City Clerk

Date: _____

Approved as to Form:

City Attorney

APPENDIX A

FUNDING, DELIVERABLES AND RESPONSIBILITIES

(1) Annual Fee: TUMWATER shall pay to OLYMPIA a flat rate annual **\$90,400** fee for specific fire training as detailed, nonexclusive access to the Training Center property for fire training as outlined in this Agreement, and certain Consumables. Fee may be increased upon agreement of both parties for the 2025 period to compensate for increased operating cost to OFD.

(2) Scheduling: TFD is responsible for coordinating scheduling with OFD, so as to avoid any scheduling conflicts with other training. After the training schedule is set by OFD, communication to TFD Members regarding schedules and training content is the responsibility of TFD.

(3) Consumables: TUMWATER shall pay to OLYMPIA for consumables above and beyond those described in Training Deliverables, below. The fee included in the annual fee includes items such as, propane, smoke fluid, sheetrock, and the first 90 sheets of OSB.

(4) Training Deliverables:

Completion of this training meets:

- Washington Administrative Code 296-305
- NFPA requirements of 1403 “Standards on Live Fire Training Evolutions”

APPENDIX A (cont.)**Annually**

<i>Blue Card Command Training</i>		<i>Discretionary Training</i>			
<i>Required on-line course not included within this contract</i>	<i>Train all TFD Officers in initial BC Certification Program AND; provide monthly command sim-training at CTC (last Thursday of month)</i>			<i>TFD and/or OFD instruction plus TFD self-directed training (first 90 sheets of OSB included)</i>	<i>TFD shall have access to full MNRFTC campus (as available) no less than 150 hours annually</i>
		<i>Multi Company Operations Training</i>		<i>Search and Rescue/May Day Ops/Truck Co. Operations</i>	
<i>Live Fire Training</i>		<i>Fire Ground Survival</i>		<i>Direct Delivery (includes sheetrock for prop)</i>	
<i>Direct Delivery (includes propane, ntg, and smoke fluid)</i>	<i>Members engaged in firefighting duties certified bi-annually</i>		<i>Member engaged in firefighting certified bi-annually</i>	<i>Includes consumables as needed per discipline</i>	<i>TFD will be offered one slot for each of their three shifts at every CMT HOT event offered.</i>

(6) TFD will ensure that:

- Responsible TFD members will provide personnel training rosters to OFD with all required information, for entry into records management software by OFD in a timely manner.
- Responsibility of quality control within the records management site and entered/archived data pertaining to TFD members remains with the Tumwater Fire Department and TFD Designated Training Officer.
- Assure that TFD members adhere to the rules & regulations for use of premises. (Appendix B)

(7) Attendance:

- Attendance at scheduled training is required. Absences will be counted as training hours.
- City of Olympia will not be liable for any issues arising from TFD members not completing on-line or hands on assigned training.

APPENDIX A (cont.)**(8) Specific Training/Curricula:**

- Live Fire Training – Blue Card Simulations, and “The Nozzle Forward”
- Fire Ground Survival – Joint IAFF & IAFC copyrighted program.
- Other (discretionary) curricula, as approved by the Director of Training.

(9) Operational Contacts for OLYMPIA (in order of authority):**1. Olympia Training Officer (Initial Contact)****2. Director of Training for MNRFTC****3. Olympia Fire Chief****4. Olympia City Manager (Highest Authority)**

APPENDIX B

CITY OF OLYMPIA MARK NOBLE REGIONAL FIRE TRAINING CENTER RULES & REGULATIONS FOR USE OF PREMISES Version September 2019

General rules:

- All fire training shall be performed in accordance with all applicable laws, regulations, and safety standards including but not limited to NFPA standards and applicable WAC provisions;
- There shall be no alteration of onsite props.
- **Training Organizations are required to remove all personal items at the end of the training and shall leave the facilities and grounds in the same condition as when they arrived;**
- Training Organizations shall supervise trainees and ensure that all trainees are properly informed about rules and regulations of the facility as well as proper protocol for the particular Training;
- **The Training Organization understands that additional instruction and/or training may be occurring in other areas of the MNRFTC at the same time and Training Organization will ensure that trainees stay within the areas specifically reserved for this Training, except when necessary to enter or exit the MNRFTC.**
- Decisions of the City of Olympia's designated MNRFTC Trainers and Instructors are final.

Rules specific to classroom use:

- Occupancy is limited to (per OFD TRAINING OFFICER)
- Food and beverages are allowed at the trainer's discretion

For rules specific to live fire training, see the document entitled,

STRUCTURAL FIRE TRAINER ACTION PLAN (issued at time of live fire training event).

Misuse of the facility and/or failure to comply with these Rules & Regulations, as well as those posted on the Premises, may result in the City's cancellation and/or early termination of a training event, possible forfeiture of the fee and potential denial of any future use.

Reservations & Fees:

- Reservations and fees cannot be transferred to another organization and/or individual without the express written permission of the MNRFTC Director of Training ("Director").
- TFD and OFD has agreed to allow Tumwater Police Department to utilize up to 36 hours of TFD's training time annually.

Cancellation:

- Should the Training Organization wish to cancel the Training, notice to the City must be received at least seven (7) days prior to the scheduled Training except for instances of Greater Alarm Calls or disasters. The Training Organization recognizes that without proper notice of cancellation, the City may be unable to schedule another event in the area that was to be used for the Training. **Should the Training Organization cancel without the required notice, the availability of future training reservations will be at the sole discretion of the City depending on the circumstances.**

TO: Public Health & Safety Committee
 FROM: Brian Hurley, Fire Chief
 DATE: November 12, 2024
 SUBJECT: Interlocal Agreement with Olympia for FDCARES Program

1) Recommended Action:

Place the Interlocal Agreement with Olympia for FDCARES partnership on the November 19, 2024, City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

2) Background:

In 2024 the Olympia Fire Department stood up an “FDCARES” or Fire Department Community Assistance, Referral, and Education Services program. The CARES program manager and staff are referred potential clients by fire department responders. FD responders often contact individuals in the community who have needs beyond what 911 responders can provide. The CARES program provides a mechanism to screen individuals to identify specific needs and refer to appropriate community resources. The program also provides targeted community outreach for service delivery and education. This partnership will fund one half of a position in the OFD CARES program to assist potential clients in Tumwater as referred by TFD staff.

3) Policy Support:

Build a Community Recognized for Quality, Compassion, and Humanity

- Develop partnerships and support strategies with community human and social service organizations to improve service delivery to people in need, including senior citizens, low-income residents and others.

Provide and Sustain Quality Public Safety Services

- Ensure timely, efficient, and effective public safety response in our community
 - Explore and implement partnerships to improve efficiency of service delivery
-

4) Alternatives:

- Do not recommend approval
-

5) Fiscal Notes:

Contract amount is \$69,087 for 2025 with 4% adjustment in 2026.

6) Attachments:

- A. Interlocal Agreement with the City of Olympia for FDCARES services

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF OLYMPIA AND THE CITY OF TUMWATER
FOR
COMMUNITY ASSISTANCE REFERRAL AND EDUCATION SERVICES PROVIDED
BY THE CITY OF OLYMPIA FIRE DEPARTMENT**

1. This agreement for CARES services (“Agreement”) is between the City of Olympia (“OLYMPIA”) and the City of Tumwater (“TUMWATER”).

2. **RECITALS.**

2.1 **Interlocal Cooperation.** RCW 39.34.010 permits local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

2.2 **Agreements Authorized.** Pursuant to RCW 39.34.080, each Party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; provided, that such contract shall be authorized by the governing body of each Party to the contract and the contract sets forth the purposes, powers, rights, objectives and responsibilities of the contracting parties.

2.4 **Purpose.** The purpose of this Agreement is to provide client services to the Tumwater Fire Department (“TFD”) under the Olympia Fire Department CARES program, within the City of Tumwater. CARES services will be provided through referrals received from the Tumwater Fire Department as outlined in the OFD CARES scope of work attached as Appendix B.

3. **DEFINITIONS.** In this Agreement, the following words shall have the meanings set forth below:

3.1 **CARES Manager:** – CARES Manager located at OFD Fire Headquarters, employed by the City of OLYMPIA at the Olympia Fire Department (“OFD”), responsible for managing the CARES program, which includes but is not limited to, staff training, program development and expansion, program implementation, and determining performance and participation standards.

3.2 **CARES Specialists:** Employees from the OFD, designated by the CARES program manager to perform tasks within the scope of work of OFD CARES.

3.3 **Deputy Chief of Community Risk Reduction:** Deputy Chief of Community Risk Reduction (“CRR”), located at OFD Fire Headquarters, employed by the City of OLYMPIA at the Olympia Fire Department (“OFD”), responsible for oversight of department of CRR prevention programs.

4. RESPONSIBILITIES OF TFD

4.1 **General.** Through interlocal agreement, TFD personnel shall adhere to the Olympia Fire Department CARES scope of work and services, as provided.

4.2 **Fee and Service Deliverables.** TFD shall pay to the City of OLYMPIA a fee for CARES services provided by the CARES Manager, and CARES Specialists assigned and delegated by the CARES Manager. The fee for service and list of service deliverables is set out in Appendix A to this Agreement. As noted in Appendix A, the fee will be adjusted annually based on Consumer Price Index (“CPI”) upon agreement of both parties to compensate for increased operating cost. The Service Deliverables will mirror the current OFD CARES scope of work, serving community members of the city of Tumwater.

4.3 **Travel and Transportation.** TFD shall provide a reliable and safe vehicle for use by the designated CARES Specialist, or CARES Manager. The vehicle will be branded with a CARES logo identifying Olympia serving Tumwater, as agreed by both parties, and available between the hours of 0700 and 1900 Monday through Friday. Vehicle maintenance costs and any necessary repairs will be completed by Tumwater, unless covered by a vehicle maintenance plan or motor vehicle insurance. Tumwater will pay fuel expenses for the Tumwater CARES vehicle.

4.4 **Method of Payment.** OFD will produce twice yearly billing statements on June 1 and December 1 that will include staffing, administrative and program fees. TFD agrees to remit payment within thirty (30) days of receipt of the OFD’s invoice.

5. COMPLIANCE WITH LAW

5.1 **Law.** The Parties shall comply with all applicable federal, state, and local laws including, without limitation, OLYMPIA and TUMWATER city codes, ordinances, resolutions, traffic laws and standards as they currently exist or are hereafter amended or newly adopted.

6. INDEMNIFICATION

6.1 **Indemnification.** TUMWATER agrees to defend, indemnify and hold OLYMPIA, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with TUMWATER’S performance of this Agreement.

OLYMPIA agrees to defend, indemnify and hold TUMWATER, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with OLYMPIA’S performance of the Agreement.

6.2 **Waiver of Immunity.** It is specifically and expressly understood that the indemnification provided herein constitutes the waiver by each Party to immunity under industrial insurance, Title 51 RCW, solely for the purposes of the indemnification under this Agreement Section 6. This waiver has been mutually negotiated by the Parties.

7. **INSURANCE.**

7.1 **Minimum Scope of Insurance.** TUMWATER shall maintain insurance of the types described below, on the forms described or shall provide evidence of equivalent coverage through the Washington Cities Insurance Association (WCIA):

7.1.1 **Automobile Liability** insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.1.2 **Commercial General Liability** insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability.

7.1.3 **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

7.2. **Minimum Amounts of Insurance.** TUMWATER shall maintain the following insurance limits:

7.2.1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$ - 2,000,000 per accident.

7.2.3. **Commercial General Liability** insurance shall be written with limits no less than \$5,000,000 each occurrence, \$10,000,000 general aggregate.

7.3 **Verification of Coverage.** TUMWATER shall furnish OLYMPIA with certificates or other evidence of insurance coverage.

7.4 **Failure to Maintain Insurance.** Failure on the part of TUMWATER to maintain the insurance required shall constitute a material breach of Agreement, upon which OLYMPIA may, after giving written notice to TUMWATER to correct the breach, immediately terminate the Agreement.

7.5 **No Limitation.** TUMWATER's maintenance of insurance as required by the Agreement shall neither be construed to limit the liability of TUMWATER to the coverage provided by such insurance, nor to otherwise limit OLYMPIA's recourse to any remedy available at law or in equity.

8. **NO JOINT BOARD.** This Agreement creates no joint board and no separate legal entity.

9. **DISPUTE RESOLUTION**

9.1 **Informal.** The CARES Manager, together with the Tumwater Fire Deputy Chief shall meet and attempt to resolve any matter of training, scheduling, personnel, scope of work, or any other dispute arising out of this Agreement. If the parties are unable to resolve the dispute, the Deputy Chief of Community Risk Reduction and Tumwater Fire Chief shall meet and attempt to resolve any remaining issues. In the event parties remain unable to reach agreement, the Olympia Fire Chief, shall make a final decision on the dispute.

9.2 **Mediation.** Should the parties continue to be unable to resolve the matter, either party may request mediation. The parties shall attempt to mediate the dispute through a mutually agreeable third party. The cost of the mutually agreeable mediator will be born equally by the parties. Either party may terminate mediation at any time. If the parties cannot agree to a decision at mediation, either party may take such action as authorized under the Agreement, including commencement of an action in court.

10. GENERAL

10.1 **Amendments.** Except expressly allowed for revisions to Appendix A of this Agreement, no amendment to this Agreement shall be valid unless evidenced in writing, properly agreed to and authorized by each Party's governing authority.

10.2 **Severability.** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall remain valid and in full force and effect.

10.3 **No Third Party Benefits.** This Agreement is entered into for the benefit of the Parties to the Agreement only and shall confer no benefits, direct or implied, on any third persons.

10.4 **Assignment.** Neither TUMWATER nor OLYMPIA shall have the right to transfer or assign, in whole or in part, any or all its obligations and rights hereunder without the prior written consent of the other Party.

10.5 **No Waiver.** Failure or delay of either Party to declare any breach or default immediately upon occurrence shall not waive such breach or default.

10.6 **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 any of the provisions of this Agreement.

10.7 **Equal Opportunity to Draft.** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement and Appendix. No ambiguity shall be construed against either Party upon a claim that the Party drafted ambiguous language.

10.8 **Recording.** Prior to its entry, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

10.9 **Notice.** Any notice required under this Agreement shall be to the Party at the address listed below and shall become effective three (3) days following the date of deposit in the United States Postal Service.

OLYMPIA

Attn: Fire Chief
 Re: CARES Agreement with City of Tumwater
 PO Box 1967
 Olympia, WA 98507-1967

TUMWATER

Attn: Fire Chief
 Re: CARES Agreement with City of Olympia
 555 Israel Rd. S.W.
 Tumwater, WA 98501

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

10.11 **Entire Agreement.** This Agreement and the attached appendices set forth all terms and conditions agreed upon by the City of OLYMPIA and City of TUMWATER, and supersedes any and all agreements oral or otherwise with respect to the CARES services addressed herein.

11. RECORDS

11.1 **Financial Records.** Each Party agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and maintain such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the other Party, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

11.2 **Public Records Generally.** Each Party shall maintain public records in accordance with state law, in the manner and for the time period applicable to such records. If either Party receives a request for records created as a part of this program, each Party agrees to fully cooperate with the other in a timely response to any such request.

12. DURATION OF AGREEMENT & TERMINATION

12.1 **Effective Date.** This Agreement shall take effect on 1/1/2025 or the date of the last authorizing signature affixed and proper recording hereto whichever is later.

12.2 **Term.** Unless otherwise terminated as provided herein, this Agreement is valid through December 31, 2026. The agreement may be amended upon written agreement of both parties.

12.3 **Non-Appropriation of Funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future budget (calendar) years, the terminating party agrees to provide 30 days written notice indicating intent to terminate the agreement. No penalty or expense shall accrue to either Party in the event this provision applies.

12.4 **Termination of Agreement.** This Agreement may be terminated upon sixty (60) days' notice to the other party using the method of notice provided for in this Agreement.

12.5 **Surviving Provisions.** Agreement Sections 6 and 11 shall survive the termination of this Agreement, pursuant to their terms.

13. AUTHORIZATION AND EXECUTION. Each Party warrants that it is duly authorized to enter this Agreement and that the person(s) executing the Agreement are authorized to execute the Agreement for and on behalf of the identified Party

CITY OF OLYMPIA

Approved as to Form:

Steven J. Burney, City Manager

City Attorney

Date: _____

CITY OF TUMWATER

Approved as to Form:

Debbie Sullivan, Mayor

Karen Kirkpatrick, City Attorney

Date: _____

Attest:

Melody Valiant, City Clerk

APPENDIX A

FUNDING, DELIVERABLES AND RESPONSIBILITIES

(1) Annual Fee: The City of TUMWATER shall pay to the City of OLYMPIA a flat rate annual fee of **\$69,087**, designated to fund CARES services, including salary and benefits, administrative fees and program costs for the year 2025. The annual fee is subject to four percent (4%) Consumer Price Index adjustment for 2026. CPI rate adjustments will be evaluated upon contract renewal after 2026.

(2) Scheduling: The CARES program manager, under the directive of the City of Olympia Fire Department, is responsible for ensuring CARES program staff are scheduled weekly to appropriately meet the expectations of the service delivery, as agreed upon by both parties.

(3) Service Deliverables:

The City of OLYMPIA AGREES TO PROVIDE, UNDER THIS AGREEMENT:

Service delivery under the CARES program, including but not limited to;

1. Screening of individuals to determine and identify specific needs.
2. Referral to community and county resources, as deemed appropriate for meeting the specific needs identified for the individual client.
3. Targeted outreach for service delivery and education.
4. Data outcomes and quality assurance.

Data will be captured by OFD CARES and provided to Tumwater monthly. Desired outcomes will include the following areas:

- Post-screening willingness to engage in services.
- Number of individuals referred for services by Tumwater Fire.
- Service completion outcomes.

APPENDIX A (cont.)

(4) Parties will ensure that:

- Parties will comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, or as amended, in connection with the provision of services outlined elsewhere in this agreement.
- Referrals sent from TUMWATER will include all information requested by OFD CARES, necessary for delivery of services.
- All necessary staffing requirements, including background checks, are available upon request by either party.

(5) Specific Training/Curricula:

- OFD CARES Manager will ensure that employees have adequate training opportunities necessary for professional development and performance:

15 hours of training annually within the following core competencies:

- Discrimination and/or Cultural Diversity*
- LGBTQ+, Gender and Identity*
- Equity and Inclusion*
- Bullying or Harassment*
- Ethics*
- Human Rights: Social, Environmental and/or Economic*
- De-escalation and/or Emergency response*
- Interpersonal Communications, effective communication, or Active Listening
- Injury Prevention
- CPR and Bloodborne Pathogens (as needed for certification)
- Personal Wellness/Safety

Trainings offered by the City of Olympia may include these core competencies and count toward the 15 hours. Some required City of Olympia employee trainings will not fall within the competency or hours requirements. CARES team members will be connected through a weekly team meeting for case consultation and support. This meeting does not count as training hours.

APPENDIX A (cont.)

(6) Operational Contacts for OLYMPIA (in order of authority):

- 1. OFD CARES Specialist, assigned to Tumwater referrals (Initial Contact)**
- 2. CARES Manager**
- 3. Deputy Chief of Community Risk Reduction**
- 4. Olympia Fire Chief**
- 5. Olympia City Manager (Highest Authority)**

(7) Operational Contacts for TUMWATER (in order of authority):

- 1. Tumwater Fire Original Referent (Initial Contact)**
- 2. TFD Medical Services Officer**
- 3. Tumwater Deputy Chief**
- 5. Tumwater City Administrator (Highest Authority)**

APPENDIX B

CITY OF OLYMPIA COMMUNITY ASSISTANCE REFERRAL AND EDUCATION SERVICES: GENERAL STANDARD SCOPE OF WORK Version September 2024

CARES RESPONSE

The CARES team will assess each individual situation, offering support as appropriate to housed and unhoused individuals when there is no criminal nexus, physical threat or emergent medical need that require police or fire department intervention. We are committed to quick referral responses and personal connections with new clients within seven days.

As a team we are trained to help in the following ways:

- ✓ **We make ourselves available to our community. We are helpers.**
- ✓ **By being present and patiently discerning how best to help.**
 - Provide a consult in-person or by phone.*
 - Respond to the need in a timely manner.*
 - Before leaving, making sure they are safe and supported.*
- ✓ **By awareness and navigation of social service and medical care resources available.**
- ✓ **By seeking clinical consultation and providing competent case management.**
 - Connect with the appropriate professionals.*
 - Lean on your team for reframing and consultation.*
 - Work with the City and County Mobile Outreach Teams when mental health or homelessness is a concern.*
 - Depending on the situation, linking them up with needed resources.*
 - Recurring contact with a clear handoff at the end of the provided services.*
- ✓ **By helping with the next steps, with permission. We are a liaison.**
 - Calling loved ones, insurance, medical and other service providers.*
 - Assist in completing paperwork, phone calls and technology.*
 - Talking with relatives, neighbors, and friends when appropriate.*
- ✓ **By being aware of our limitations and liability.**

APPENDIX B (cont.)

REFERRAL ACCEPTANCE AND RESOLUTION

OFD CARES will offer case management services with an intended threshold maximum of 90 days. In that timeframe there will be response, assessment, short-term case management and treatment planning with the goal of reducing concern of further compromised health, undue homelessness and increased emotional stability.

Culturally Competent short-term Case Management: We are continually working with providers in the community offering culturally competent therapeutic services, experienced in working with a variety of populations and demographics.

Responder Support: Most CARES referrals assigned to the designated CARES Specialist will come directly from firefighters and EMS within the Tumwater Fire Department. The CARES Specialist and CARES Manager are available for questions, aiming to offer a support system and opportunity for consultation and conversation.

Once an initial screening has been completed, it will be determined if the individual qualifies for additional services, and whether he/she/they choose to engage in the voluntary and free CARES program. If services are determined beneficial and the client agrees, a full assessment will be conducted with the client, individual goal setting will occur, and any necessary release forms will be signed to begin the service process. Clients will be connected to community supports appropriate for their individual needs, with the goal of establishing two or more long-term providers or services for continued care. A client may choose to withdraw from services at any time.

APPENDIX B (cont.)

Client information will be housed in the Julota platform to maintain client confidentiality and information security. Training on Julota will occur for each member of the OFD CARES team, which includes all necessary assessment tools. Each attempt or successful engagement will be documented in the client file, including but not limited to any recommended services, referrals to external supports, and summarized notes of the interactions. HIPAA privacy rules will apply.

Recognizing the complex behavioral, medical, and mental health needs of each client, OFD CARES will attempt to resource available familial connections, close friends and community resources that are the most appropriate in addressing the current concerns. OFD CARES collaborates with a variety of public agencies, healthcare organizations, and social service providers with the goal of establishing care resources and connections. By offering client-centered services OFD CARES can build meaningful relationships, reduce 911 dependence and influence more cost-effective options, benefiting both clients and the community.

Once most treatment goals have been reached and/or referred to trusted resources, the CARES team will withdraw as a point of ongoing connection. A follow up phone call will be conducted at 30 days post discharge. Built trust and reassurance will be an encouragement to the client to reach out to their CARES team if there are future concerns, in leu of calling 911.

***ALL CLIENT DATA AND CHARTING WILL BE SECURELY STORED IN JULOTA AND ACCESSIBLE ONLY BY USERS DESIGNATED BY THE OLYMPIA FIRE DEPARTMENT OR TUMWATER FIRE DEPARTMENT. STEP BY STEP PRINTABLE USER INSTRUCTIONS ARE AVAILABLE IN THE JULOTA PLATFORM.**

APPENDIX B (cont.)

PROCESSING A REFERRAL:

All referrals will be documented within Julota, a secure software program.

Screening:

Once the screening occurs, the client will be assigned to a CARES specialist based on the primary concern identified during the screening based on but not limited to the following criteria:

Assistance with medical, dental or other health needs

Mental Health service coordination

Housing: including availability, conditions and safety

Facility Follow up

Fall Risk and Fall Prevention

Fire safety

Remote Service and/or In-Person safety criteria

No clearly identified primary concern, additional information needed

Services will be initiated if criteria are met.

Best Practice:

Once the screening is completed, and safety determinations are made:

Client will be assigned to one (1) CARES Specialist

CARES Specialists will request assistance if safety is uncertain.

CARES Specialists will not go into a home independently with known safety concerns.

CARES Manager will be notified of any safety concerns, resulting in injury, 911 dispatch contact or a discontinuation of client services by the CARES specialist due to safety.

Post-service follow-up calls will occur 30 days after service has been SUCCESSFULLY closed. This is documented in a closed service as an encounter outside of service. A new service will be initiated, if needed.

If determined that a service needs to be re-opened two things will need to be considered:

Can the new service be done by phone or does it require in-person contact?

Does the new service seem best suited for a specific CARES Specialist based on the typical screening assignment list above?

TO: Public Health & Safety Committee
 FROM: Jason Wettstein, Communications Manager
 DATE: November 12, 2024
 SUBJECT: Resolution R2024-015, Affirming the Council's commitment to equality, dignity and the protection of civil rights, and standing against hate, bigotry and discrimination.

1) Recommended Action:

Place Resolution R2024-015 on the November 19, 2024, City Council consideration calendar with a recommendation to adopt and authorize the Mayor to sign.

2) Background:

Recent events at the national, state, and local levels have highlighted the need for community to take a stand against hate and the violation of civil rights and reaffirm a shared commitment to justice, equality, and human dignity.

The revision to the resolution adds more on the currently in progress approach of hearing directly from people with lived experiences and working alongside and learning from neighboring communities' approaches.

3) Policy Support:

Strategic Priorities - Build a Community Recognized for Quality, Compassion, and Humanity

4) Alternatives:

- Adopt the Resolution
 - Don't adopt the Resolution
-

5) Fiscal Notes:

n/a.

6) Attachments:

- A. Resolution R2024-015, affirming the Council's commitment to equality, dignity and the protection of civil rights, and standing against hate, bigotry and discrimination.

RESOLUTION NO. R2024-015

A RESOLUTION of the City Council of the City of Tumwater, Washington affirming the Council’s commitment to equality, dignity and the protection of civil rights, and standing against hate, bigotry, and discrimination.

WHEREAS, the City of Tumwater is a community that values diversity, inclusivity, and respect for all individuals, regardless of race, creed, color, national origin, citizenship or immigration status, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability ; and

WHEREAS, the City of Tumwater recognizes the importance of fostering an environment where all residents feel safe, welcome, and valued, and that discrimination, hate, and acts of violence undermine these values; and

WHEREAS, civil rights are fundamental to the foundation of our democratic society, ensuring that all individuals have the right to equal protection under the law, the right to freedom of speech, and the right to participate fully in public life without fear of discrimination or retaliation; and

WHEREAS, the City of Tumwater condemns all forms of hate, including but not limited to hate crimes, discrimination, harassment, and acts of bigotry that target individuals based on their race, creed, color, national origin, citizenship or immigration status, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability ; and

WHEREAS, recent events at the national, state, and local levels have highlighted the need for communities to take a firm stand against hate and the violation of civil rights, and to reaffirm our shared commitment to justice, equality, and human dignity; and

WHEREAS, the City of Tumwater is committed to promoting equity and justice within our own institutions, policies, and practices, as well as ensuring that city services and programs are accessible to all residents, without discrimination; and

WHEREAS, the City of Tumwater seeks to empower all members of the community to report hate crimes, discrimination, and civil rights violations, and to work collaboratively with law enforcement, community organizations, and other stakeholders to address these issues; and

WHEREAS, City of Tumwater urges all residents, businesses, and organizations to stand together in rejecting hate, promoting kindness and understanding, and working towards a community where every individual is treated with dignity and respect;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUMWATER AS FOLLOWS:

Section 1. City Council commitment to equality, dignity and the protection of civil rights, and standing against hate, bigotry, and discrimination.

1. The City of Tumwater unequivocally denounces hate, bigotry, discrimination and any violations of civil rights within our community.
2. The City of Tumwater reaffirms its commitment to protecting the civil rights of all individuals.
3. The City of Tumwater will continue to work proactively to foster a culture of inclusivity, diversity, belonging and mutual respect, engaging with residents, community leaders, and organizations to address discrimination and promote understanding.
4. The City of Tumwater supports local law enforcement in their efforts to investigate and address hate crimes and violations of civil rights and encourages residents to report any incidents of hate or discrimination they experience or witness.
5. The City of Tumwater commits to ongoing education and outreach efforts to raise awareness about civil rights, diversity, and the harmful impacts of hate, bigotry, and discrimination on individuals and the community as a whole.
6. The City of Tumwater will review and, where necessary, revise its policies, procedures, and practices to ensure they promote equity, inclusion, belonging, and the protection of civil rights for all residents.
7. The City of Tumwater urges all residents, businesses, and organizations to stand together in rejecting hate, promoting kindness and understanding, and working towards a community where every individual is treated with dignity and respect.

Section 2. City Council commitment to action.

The City of Tumwater and its Council commit to continue working with those in the community affected by racism and other forms of discrimination. The City

has begun exploratory work on the creation of an equity commission and has added resources and contact information to its website for community members who may experience hate crime, or have concerns about hate crimes. The City is working with the community of Tumwater as well as surrounding communities in seeking perspectives gained from the lived experience of community members, fielding ideas with them in the Tumwater spirit of neighborliness and respect, and standing with those in the community working to increase safety and sense of belonging for the people of Tumwater.

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

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

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption and signature as provided by law.

RESOLVED this ____ day of _____, 20____.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney