



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, October 10, 2023  
8:00 AM**

1. Call to Order
2. Roll Call
- [3.](#) Approval of Minutes: Public Health & Safety Committee, September 12, 2023
- [4.](#) Interlocal Agreement with Pierce College for Paramedic Training (Brian Hurley)
- [5.](#) Public Defense Update (Troy Niemeyer & Patrick O'Connor, Director of Thurston County Public Defense Administration)
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/83715268396?pwd=eXFrSGQwc3EwN0hpY3BCSTI2OEVJdz09>

**Listen by Telephone**

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 837 1526 8396 and Passcode 714398.

**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  
September 12, 2023 Page 1**

**CONVENE:** 8:00 a.m.

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

Staff: City Attorney Karen Kirkpatrick, Finance Director Troy Niemeyer, Fire Chief Brian Hurley, Police Chief Jon Weiks, Communications Manager Ann Cook, Police Administrative Supervisor Laura Wohl, and Legal Assistant Sharleen Johansen.

**CHANGES TO AGENDA:** There were no changes to the agenda.

**APPROVAL OF  
MINUTES: PUBLIC  
HEALTH & SAFETY  
COMMITTEE, JULY  
11, 2023:**

**MOTION:** Councilmember Jefferson moved, seconded by Councilmember Agabi, to approve the minutes of July 11, 2023 as presented. A voice vote approved the motion.

**THURSTON  
COUNTY  
PROSECUTOR  
UPDATE:**

Christy Peters, Chief of Staff, Thurston County Prosecuting Attorney's Office, provided an update on statistics of Tumwater cases handled by Thurston County Prosecuting Attorney's Office from 2022 through June 30, 2023. The update included actions surrounding the Blake ruling and an overview of all alternative criminal justice options by Thurston County courts.

During 2022, the Thurston County Prosecuting Attorney's Office received 480 cases. Prior to the pandemic, two-thirds of referred cases were charged across the country. Today, more cases are charged or individuals are evaluated to determine if they are eligible to participate in pre-diversion alternatives to avoid entering the criminal justice system. Non-Domestic Violence (DV) charged offenses represented 65% of all cases in 2022 with 30% of those cases charged in 2022. Total charged cases in 2022 equaled 57% of all cases handled by the Office.

In 2023, it is likely the number of cases will increase by approximately 20% with current cases on pace to reflect that increase. DV cases this year reflect charges for over 50% of all DV cases. Through June 30, 2023, Thurston County received 274 cases with the forecast predicting 550 cases by the end of 2023. Overall, over 50% of cases in 2023 have been charged after considering alternative options for each case.

*Post-State v. Blake*, was a ruling by the Washington State Supreme Court in February 2021 for the unlawful possession of a controlled substance.

**TUMWATER PUBLIC HEALTH AND SAFETY COMMITTEE**  
**MINUTES OF VIRTUAL MEETING**  
**September 12, 2023 Page 2**

Previously, unlawful possession of a controlled substance was a felony. The ruling made possession no longer a crime. At the time of the ruling, all individuals in custody in the Thurston County Jail were screened for any charges for unlawful possession of a controlled substance. At that time, of 250 individuals in jail, one individual was charged only with unlawful possession. The individual was subsequently released. Many other counties in the state had many individuals charged only with unlawful possession of a controlled substance.

In 2023, the Legislature passed a bill making unlawful possession of a controlled substance (UPCS) a gross misdemeanor effective August 2023. To date, Thurston County has received 5 UPCS referrals and warrants. All five individuals with UPCS charges were also charged with other crimes. Of the five cases, two of the cases originated from Tumwater. Thurston County reviews all cases to determine if the case is appropriate to refer to Law Enforcement Assistant Diversion (LEAD) for referral to a treatment provider or other support service to assist the individual getting back on track. A LEAD representative meets with the defendant at the jail prior to court to determine if the defendant is interested in the LEAD alternative. If agreement is attained for the individual to enter the program, the arraignment is waived.

Councilmember Jefferson asked about the recidivism rate for LEAD. Ms. Peters advised that staff is working on statistics, which will be a future factor in determining the successful outcome of the program. Staff will review individuals in connection with other charges to determine the risk to the public. If individuals continue to escalate criminal behavior and are charged with other crimes, such as firearms or felony assaults, those individuals would not be referred to the LEAD program. The program serves low-level offenders to afford those individuals an opportunity to participate even if not successful the first time the individual participated in the program.

Ms. Peters reported last year, Thurston County Prosecuting Attorney's Office received a national grant to sponsor a data dashboard. Staff is downloading all data to the dashboard. The five-month process began in September and by February, the dashboard will be published with current data. LEAD information will be included in the data dashboard.

Councilmember Agabi inquired about resources in the county for mental health. Ms. Peters responded that BHR Behavioral Health provides some mental health services as well as other mental health providers. It depends on the individual and if they qualify for Medicaid or other qualifications for different levels of service. Individuals with substance abuse also suffer from mental health issues. Although Thurston County does not have services for everyone, the county does have more services per capita than many other counties in the state. Many service providers are limited in their ability to serve based on state and federal grants. Thurston County is

**TUMWATER PUBLIC HEALTH AND SAFETY COMMITTEE**  
**MINUTES OF VIRTUAL MEETING**  
**September 12, 2023 Page 3**

fortunate as the county assesses a treatment sales tax affording ample funding for different services to include mental health and substance abuse.

Police Chief Weiks added that Thurston County also offers a Mental Health Court. LEAD is another option. If mental health is the primary issue, Mental Health Court is another option.

Ms. Peters reviewed alternatives to traditional criminal justice. It is important to consider that for the LEAD program, the decision is rendered before the individual is arraigned. If an individual is arraigned, a second screening occurs to determine whether the individual is appropriate for referral to Mental Health Court, Drug Court, DUI Court, or Veteran's Court. In Juvenile Court, any individual under 18 years of age can be referred to the behavioral health alternatives option that includes both substance abuse and mental health issues. LEAD is the diversion program, which is flexible process that sets specific parameters based on the offense and the individual.

Chair Dahlhoff asked whether data in the dashboard reflects programs that are more effective for community members than other programs. Ms. Peters advised that all alternative programs were established at different times. The oldest program is the Drug Court, which has been in existence for over 20 years. The history, statistics, and the recidivism numbers are comprehensive for Drug Court as there is more data. As LEAD is the newest program, less data are available. The intent is to demonstrate the differences between the programs through the dashboard. She encouraged the committee to invite a staff lead from the different court programs to share data and information. Drug Court has excellent data on recidivism data for graduates, as well as for those who partially complete the program.

Ms. Peters conveyed that the biggest challenge facing the Thurston County Prosecuting Attorney's Office is recruitment and retention of staff. Deputy prosecutors and line staff are unionized but lack contracts since December 31, 2022. Both groups are entering mediation. The Thurston County Prosecuting Attorney's Office has lost several attorneys and staff to state agencies and other cities and counties because compensation is not competitive. Two newer attorneys recently hired took pay cuts to work in Thurston County. Currently, the Thurston County Prosecuting Attorney's Office has 28 FTEs for criminal prosecution and 20 filled positions. The office is experiencing a 30% staff vacancy. The vacancy rate was higher last week; however, three staff members recently passed the bar and are now employed as deputy prosecutors.

Councilmember Jefferson reported the Law and Justice Council is updating its vision and mission. The Council's four goals include:

1. Prioritize community safety while preventing entry into, deeper

**TUMWATER PUBLIC HEALTH AND SAFETY COMMITTEE**  
**MINUTES OF VIRTUAL MEETING**  
**September 12, 2023 Page 4**

- involvement in, or return to the criminal justice system.
- 2. Identify and eliminate disparities in our criminal justice system.
- 3. Build trust in the criminal justice system among the public, community organizations, and participating agencies.
- 4. Use data and evidence-based practices to build a more effective and efficient criminal justice system.

In the near term, the Council is working with the Thurston County Prosecuting Attorney's Office and plans to sponsor panels, focus groups, and surveys to make the community safer.

Councilmember Agabi asked about the status of representation for those individuals who cannot afford their own attorney given the vacancy rate in the Prosecutor's Office. Ms. Peters advised that the Thurston County Public Defender's Office provide a public defender to individuals unable to afford an attorney. At this time, public defenders have been provided to approximately 90% of individuals who are charged with a higher percentage representing individuals in Superior Court than in District Court because more individuals have been arrested of crimes that are more serious. The Court screens each individual with a majority of the individuals assigned a public defender. State law limits the number of cases handled by public defenders. When those numbers are close to the monthly cap, private attorneys are hired to serve as public defenders.

The committee thanked Ms. Peters for the update.

City Attorney Kirkpatrick advised that the committee would receive another presentation in six months to include an update on data.

Chair Dahlhoff expressed a desire to strengthen the touch points with the courts and what the Police Department is experiencing on the streets.

City Attorney Kirkpatrick reported the City has a contract with the Public Defender's Office. Staff can schedule a briefing to the committee as well. The committee supported the suggestion.

**INTERLOCAL  
 AGREEMENT WITH  
 LEWIS COUNTY  
 FOR USE OF JAIL  
 FACILITIES  
 AMENDMENT NO.  
 3:**

Police Chief Weiks presented the Interlocal Agreement with Lewis County for Use of Jail Facilities Amendment No. 3. In mid-2020, the City began contracting with the Lewis County Jail as an alternate jail to the Nisqually Jail. During that time, Lewis County Jail has not been open and the Police Department has not used the facility. However, the intent is to maintain the contract. The proposed contract includes a yearly rate adjustment. The request to the committee is authorization to move the contract forward to accept the yearly adjustment and to change the process. The contract includes a mechanism for adjusting the rate without the Council's review each year. The committee is requested to recommend the Council approve amendment 3 and authorization for the Police Chief to approve the yearly rate change from Lewis County.

**TUMWATER PUBLIC HEALTH AND SAFETY COMMITTEE  
MINUTES OF VIRTUAL MEETING  
September 12, 2023 Page 5**

Chair Dahlhoff asked about the differences in services offered by the Nisqually Jail versus the Lewis County Jail. Police Chief Weiks explained that in 2020, there was a major difference in services provided by both jails; however, since then, the Nisqually Jail has increased services to equal the services provided by the Lewis County Jail. The main reason for contracting with Lewis County was the pending case in Washington on whether municipalities could contract with tribal jails. With the advent of the pandemic, the issue has not been readdressed and services at Nisqually Jail have improved considerably. However, it is important to have another jail option if an incident requires another jail.

**MOTION:**

**Councilmember Jefferson moved, seconded by Councilmember Agabi, to forward Amendment No. 3 to the Agreement for Use of Jail Facilities in Lewis County to the City Council with a recommendation for approval and for authorization for the Chief of Police to approve and implement future yearly daily bed rate adjustments using the process set forth in the Agreement. A voice vote approved the motion unanimously.**

**OTHER BUSINESS:**

Chair Dahlhoff advised of her conversation with City Administrator Parks and Police Chief Weiks to schedule a briefing on the status of the School Resource Officer (SRO) program with the Tumwater School District and whether there are any new goals or priorities for SROs. Two recent incidents have occurred within a neighboring jurisdiction that she would like addressed as each neighboring school district have different roles and responsibilities for SROs. A second request was to receive an update on the status of code enforcement and the process based on an email regarding code enforcement issues surrounding parking.

Police Chief Weiks advised that he would follow up with City Administrator Parks to schedule a briefing. The update on the School Resource Officer program would likely be in November or December after several months is completed of the school year.

Councilmember Agabi questioned the purpose of receiving a briefing on the SRO program as the City has a contract with the Tumwater School District.

Chair Dahlhoff explained that the review would not involve the contract but rather to discuss issues she is often asked about from constituents about what is occurring in Tumwater versus a neighboring jurisdiction. It is important to remember that there are different cultures in neighboring jurisdictions along with different school boards and administrations. It is important to understand what is occurring in Tumwater schools and how Tumwater handles issues differently than other school districts.

Councilmember Agabi commented that when the SRO contract with the

**TUMWATER PUBLIC HEALTH AND SAFETY COMMITTEE  
MINUTES OF VIRTUAL MEETING  
September 12, 2023 Page 6**

Tumwater School District was considered by the Council, the Council discussed the type of activities SROs would be involved with. He asked whether the goal is to be able to communicate to community members, the role and responsibilities of SROs in the school district.

Councilmember Jefferson pointed out that it pertains more to the mental health that many students are contending with in addition to drug use and abuse. It is important to assess how those situations impact SROs to determine ways to focus efforts on keeping students safe and to prevent any violent incidents in schools.

Discussion ensued on the role of the Public Health and Safety Committee, how is it defined, and how to support first responders in the community. Chair Dahlhoff added that she does not want to lose the opportunity to discuss what police officers are experiencing, the type of support they need, and whether there might be a determination that youth may need different support.

Councilmember Agabi cautioned against addressing situations that perhaps the committee believes is troubling or wrong. Chair Dahlhoff assured that the discussion would be focused on data and data driven decisions.

Police Chief Weiks reported on a consent calendar item at an upcoming Council meeting concerning the replacement of the records management system across the law enforcement consortium in Thurston County with Tumwater Police Department leading the consortium. A contract will be presented to the Council that has been reviewed by the City Attorney for a program management contract. The company will be tasked to select and complete the contract process for a successful bidder.

**ADJOURNMENT: With there being no further business, Chair Dahlhoff adjourned the meeting at 8:52 a.m.**

Prepared by Valerie L. Gow, Recording Secretary/President  
Puget Sound Meeting Services, [psmsoly@earthlink.net](mailto:psmsoly@earthlink.net)



TO: Public Health & Safety Committee  
FROM: Brian Hurley, Fire Chief  
DATE: October 10, 2023  
SUBJECT: Interlocal Agreement with Pierce College for Paramedic Training

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1) Recommended Action:

Recommend the Interlocal Agreement with Pierce College for Paramedic Training to full Council for approval at the next Council meeting.

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2) Background:

The Tumwater Fire Department partners with Thurston County Medic One to provide Advanced Life Support paramedic services for the residents of Tumwater and all of Thurston County. Tumwater Fire Department paramedic/firefighters are recognized as highly skilled healthcare professionals. Part of the required paramedic training process is for students to work with a preceptor in the field providing supervised care. Tumwater Fire has partnered with several paramedic programs to provide field clinical training opportunities for paramedic students or interns. Pierce College is starting a new paramedic training program and has requested to affiliate with the City as a student training site. The proposed agreement is substantially similar to the existing agreement that the City has with Tacoma Community College.

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3) Policy Support:

Strategic Priorities and Goals 2023-24: Provide and Sustain Quality Public Safety Services

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4) Alternatives:

☐ Do not recommend adoption

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5) Fiscal Notes:

None

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6) Attachments:

A. Pierce College Affiliation Agreement

## A

**AFFILIATION AGREEMENT**

This Agreement is made and entered into between **Pierce College (“School”)**, 9401 Farwest Dr. SW, Lakewood, WA 98498 and City of Tumwater by and through its Fire Department. (“City”), located at 555 Israel Rd SW Tumwater WA 98501. The purpose of this Agreement is for City, which is committed to training health care professionals, to provide desirable clinical learning experiences and facilities for School’s students. In consideration of the mutual covenants and agreements contained herein, School and City agree as follows:

**I. GENERAL PROVISIONS**

A. School and City agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, School may develop letter agreements with City to formalize operational details of the clinical education program. These details include, but are not limited to, the following:

- Beginning dates and length of experience of preceptors (to be mutually agreed upon at least one month before the beginning of the clinical education program.
- Number of students eligible to participate in the clinical education program.
- Specific days, hours, and locations for the clinical education program.
- Specific learning objectives and performance expectations for students.
- Specific allocation of responsibilities for the faculty Liaison, clinical education.
- Supervisor, and Preceptors, if any, referenced elsewhere in this Agreement.
- Deadlines and format for student progress reports and evaluation forms.

Any such letter agreements will be attachments to this Agreement, will be binding when signed by authorized representatives of each party, and may be modified by subsequent letter agreements signed by authorized representatives of each party.

B. School and City will jointly plan the clinical education program and jointly evaluate students. Exchange of information will be maintained by on-site visits when practical and by letter or telephone in other instances.

C. School and City will instruct their respective faculty, staff, and students participating in the clinical education program, to maintain confidentiality of student and patient information as required by law and by the policies and procedures of School and City.

D. There will be no payment of charges or fees between School and City.

E. There will be no discrimination against any program participant or applicant under this Agreement on the basis of race, color, creed, religion, national origin, age, sex, honorably discharged veteran or military status, sexual orientation, marital status, genetic information, pregnancy, the presence of any sensory, mental or physical disability, or the use of a trained guide dog or service animal by a person with a disability.

## **II. SCHOOL'S RESPONSIBILITIES**

A. School will provide information to City concerning its curriculum and the professional and academic credentials of its faculty for the students at City. School will designate an appropriately qualified and credentialed faculty member to coordinate and act as the Liaison with City. School will be responsible for instruction and administration of the students' academic education program. School will notify City in writing of any change or proposed change of its Liaison. School will have the final responsibility for grading students.

B. School's faculty will meet with the City clinical education Supervisor Preceptors, if any, at the beginning and end of the clinical education program to discuss and evaluate the clinical education program. These meetings will take place in person if practicable, otherwise by telephone conference. School is responsible for arranging and planning the meetings.

C. School will provide the names and information pertaining to relevant education and training for all students enrolled in the clinical education program at least four weeks before the beginning date of the clinical education program. School is responsible for supplying any additional information required by City as set forth in this Agreement, prior to the arrival of students. School will notify City in writing of any change or proposed change in a student's status.

D. School will obtain evidence of current immunizations against diphtheria, tetanus, measles (rubeola), mumps, rubella (or a positive rubella titer), and of hepatitis B immunity status, documented by a protective titer, for those students who will be in contact with patients/clients. For each student born after 1956, School will maintain on file records of positive titer or of post-1967 immunization for rubella and rubeola. At the time of immunization, students with no history of exposure to chickenpox will be advised to get an immune titer. School will require yearly PPD testing, or follow-up as recommended if the students are PPD-positive or have had BCG. School will provide information to City regarding student status concerning the above requirements.

E. School will assign the clinical education program ride site only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum and who have evidence of completion of a CPR course based on American Heart Association or American Red Cross guidelines and related to the age group(s) with whom they will be working.

F. School shall ask each student who may be placed in City to obtain his/her criminal history background record from the Washington State Patrol, pursuant to RCW 43.43.834 and RCW 43.43.838, to release a copy of that record to the School and to authorize the School to transmit that record or copy thereof to the City. Before the start of training, School will provide City with the names of any students who have failed to provide the requested records, or who refuse to authorize the release of records to City. The students will be informed that, whether or not they agree to obtain the record and agree to release it to School and City, City may conduct the background inquiry directly and the City may refuse placement of a student who does not provide the requested records or who has a record of prior criminal conduct.

City understands and agrees that any information forwarded to it by School has been procured through this process. School does not certify the veracity of the records provided and, furthermore, the obligation to conduct appropriate background checks and the liability for non-compliance therewith remains the responsibility of City.

G. School will comply with and ensure to the extent possible that students comply with the policies and procedures established by the City. School will notify each student of his/her status and responsibilities pursuant to this Agreement. This includes notification to students of the need to procure the insurance coverage required by the City as identified in section V. C. below prior to being admitted to the City.

H. School will encourage each student participating in the clinical education program to acquire comprehensive health and accident insurance that will provide continuous coverage of such student during his or her participation in the education program. School will inform students that they are responsible for their own health needs, health care costs, and health insurance coverage.

### **III. CITY'S RESPONSIBILITIES**

A. City will provide students with a clinical education experience within the scope of health care services provided by the City. City will designate in writing Preceptors, if any, to be responsible for the clinical education program, and will designate in writing one person as the clinical education Supervisor, who will maintain contact with the School Designated Liaison to assure mutual participation in and review of the clinical education program and student progress. City will submit in writing to School the professional and academic credentials for the Preceptors and clinical education Supervisor. City will notify School in writing of any change or proposed change of the Preceptors or clinical education Supervisor.

B. City will provide students with access to sources of information necessary for the education program, within City's policies and procedures and commensurate with patients' rights, including library resources and reference materials.

C. City will make available to student's basic supplies and equipment necessary for care of patients/clients and the clinical education program. Within the limitation of facilities, City will make available office and conference space for students and, if applicable, School faculty.

D. City will submit required reports on each student's performance and will provide an evaluation to School on forms provided by School.

E. City retains full responsibility for the care of patients/clients and will maintain the quality of patient care without relying on the students' clinical training activities for staffing purposes.

F. City will have the right to take immediate temporary action to correct a situation where a student's actions endanger patient care. As soon as possible thereafter, City's clinical education Supervisor will notify School of the action taken. All final resolutions of the student's academic status in such situations will be made solely by School after reviewing the matter and considering whatever written factual information City provides for School; however, City reserves the right to terminate the use of its facilities by a particular student where necessary to maintain its operation free of disruption and to ensure quality of patient care.

G. On any day when a student is participating in the clinical education program at its facilities, City will provide to such student necessary emergency health care or first aid for accidents occurring in its facilities. The student will be responsible for the costs of all care.

H. Except as provided in this Agreement, City will have no obligation to furnish medical or surgical care to any student.

#### **IV. STUDENTS' STATUS AND RESPONSIBILITIES**

A. Students will have the status of learners and will not replace City personnel. Any service rendered by students is incidental to the educational purpose of the clinical education program.

B. Students are required to adhere to the standards, policies, and regulations of City during their clinical education program.

C. Students will wear appropriate attire and name tags and will conform to the standards and practices established by School during their clinical education program at City.

D. Students assigned to City will be and will remain students at School, and will in no sense be considered employees of City. City does not and will not assume any liability under any law relating to Worker's Compensation on account of any School student's performing, receiving training, or traveling pursuant to this Agreement. Students will not be entitled to any monetary or other remuneration for services performed by them at City, nor will City otherwise have any monetary obligation to School or its students by virtue of this Agreement.

## **V. INSURANCE AND INDEMNITY COVERAGE PROVISIONS**

A. Each party to this agreement agrees to defend, indemnify and hold the other party harmless for acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

B. School is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW). Claims against School and its employees, officers, and agents in the performance of their duties under this Agreement will be paid from the tort claims liability account as provided in Chapter 4.92 RCW.

C. In order to be accepted at the City, students will be required to have medical malpractice and general liability coverage, whether through the student medical malpractice and general liability policies offered by the State of Washington, Office of Financial Management, Risk Management division, or otherwise, while working within the City.

D. City maintains membership in the Washington Cities Insurance Authority (WCIA). Through its membership in WCIA, the City maintains commercial liability coverage for its employees, officers, and agents in the performance of this Agreement, and further provides the means for defense and payment of claims that may arise against such individuals. City shall provide School with proof of coverage upon request.

## **VI. TERM**

A. This Agreement shall be effective beginning (DATE) for a term of three (3) years ("Initial Term"). The Agreement may be extended for two additional three year renewal terms by mutual written agreement of the parties. The initial Term and any Renewal Term will be collectively referred to herein as "Term". School and City will jointly plan student placement in advance of each year's beginning, taking into account the needs of the school for clinical placement, maximum number of students for whom City can provide desirable clinical education experience, and the needs of other disciples or schools requesting clinical placements.

B. This agreement may be canceled by written notice one year prior to termination; however, such termination shall not become effective for the students then enrolled in the clinical education program if such termination prevents completion of their requirements for completion of the clinical education program.

## **VII. PROVISIONS REGARDING BLOOD-BORNE PATHOGENS**

A. School certifies that it has trained each student it sends to City in universal precautions and transmission of blood-borne pathogens, and that it will send to the City only students who have been trained in and have practiced using universal precautions. School has recommended the Hepatitis B (HBV) screening to all clinical education program students before assignment to City. Students may waive the HBV series but are required to have a TB screening and be up-to-date on all other immunizations. City will provide personal protection equipment that is appropriate for the tasks assigned to School's students.

B. In the event a student sustains a needle-stick injury or other substantial exposure to bodily fluids of another or other potentially infectious material while participating in the clinical education program at City, City agrees to provide the following services:

- Being seen by City's employee health service and/or emergency department as soon as possible after the injury.
- Emergency medical care following the injury.
- Initiation of HBV, Hepatitis C (HCV) and HIV protocol.
- HIV counseling and appropriate testing.

The student will be responsible for the costs of all care, testing, counseling, and obtaining necessary follow-up care.

C. The source patient's HBV, HCV and HIV status will be determined by City in the usual manner to the extent possible. City does not accept liability for any illness or injury subsequent to such accidental exposure, except as otherwise provided in this Agreement.

## **VIII. MISCELLANEOUS PROVISIONS**

A. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.

B. Amendment. This Agreement may be modified only by a subsequent written Agreement executed by the parties. The provisions in this Agreement may not

be modified by any attachment or letter agreement as described elsewhere in this Agreement.

C. Order of Precedence. Any conflict or inconsistency in this Agreement and its attachments will be resolved by giving the documents precedence in the following order:

1. This Agreement.
2. Attachments to this Agreement in reverse chronological order.

D. Governing Law. The parties' rights or obligations under this Agreement will be construed in accordance with, and any claim or dispute relating thereto will be governed by, the laws of the State of Washington.

E. Notices. All notices, demands, requests, or other communications required to be given or sent by School or City, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:

- (a) To School:  
Pierce College Ft. Steilacoom  
9401 Farwest Dr. SW  
Lakewood, WA 98498
- (b) To Training Site: Tumwater  
Fire Department 555 Israel  
Rd SW, Tumwater, WA  
98501

Each party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid.

F. Survival. School and City expressly intend and agree that the liability coverage provisions of this Agreement will survive the termination of this Agreement for any reason.

G. Severability. If any provision of this Agreement, or of any other agreement, document or writing pursuant to or in connection with this Agreement, shall be held to be wholly or partially invalid or unenforceable under applicable law, said provision will be ineffective to that extent only, without in any way affecting the remaining parts or provisions of said agreement.



H. Waiver. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

I. Inspection. City will permit, on reasonable notice and request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of School.

J. HIPAA. School voluntarily provides students with training on the requirements of the Health Insurance Portability and Accountability Act (HIPAA). City will provide additional training on City's specific HIPAA policies and procedures. School will direct its students and faculty to comply with the policies and procedures of City. No protected healthcare information (PHI) is anticipated to be exchanged between City and School. Solely for the purpose of defining students' role in relation to the use and disclosure of City's PHI, students acting pursuant to this Agreement are defined as members of City's workforce. However, School's students and faculty shall not be considered employees of the City.

H. FERPA. The Parties agree to protect the participating students' educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and any applicable policy of the Parties. To the extent permitted by law, the Parties may share information from participants' educational records with each other so that each can perform its respective responsibilities under this AGREEMENT but shall not disclose or share education records with any third party.

### **Peirce College Ft. Steilacoom**

By \_\_\_\_\_  
 Sarah Swart (date)  
 Associate Professor for Pierce Emergency Medical Services

By \_\_\_\_\_  
 YuVonne Bailey-Navarrette (date)  
 Contract Manager, EMS Programs Director, Health and Technology

City of Tumwater

By \_\_\_\_\_  
Debbie Sullivan (date)  
Mayor

ATTEST:

\_\_\_\_\_  
Melody Valiant, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Kirkpatrick, City Attorney

FIRST THREE-YEAR RENEWAL

SCHOOL

CITY

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

SECOND THREE YEAR RENEWAL

SCHOOL

CITY

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

TO: Public Health and Safety Committee  
FROM: Troy Niemeyer, Finance Director  
DATE: October 10, 2023  
SUBJECT: Public Defense Update

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1) Recommended Action:

None.

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2) Background:

The City outsourced its municipal court in 2013. It entered into a contract with the Thurston County Office of Assigned Council, now known as Thurston County Public Defense (TCPD), for legal representation services for indigent persons charged with criminal offenses by the City of Tumwater.

The service scope includes representation for each defendant from arraignment through trial, sentencing, post-trial review and any appeals. The TCPD assures that professional staff are available for interviewing and/or counseling individuals and defendants held in custody as needed on a 24-hour basis, and that defendants held in custody pending trial are interviewed in a timely manner in accordance with established professional standards.

TCPD staff will present an overview of their work.

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3) Policy Support:

Provide and Sustain Quality Public Safety Services

- Pursue data-driven crime analysis/proactive enforcement.
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4) Alternatives:

☐ None

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5) Fiscal Notes:

None, this is only a presentation.

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6) Attachments:

A. None