



CITY OF  
**TUMWATER**

**PUBLIC HEALTH & SAFETY COMMITTEE  
MEETING AGENDA**

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

**Tuesday, March 12, 2024  
8:00 AM**

1. Call to Order
2. Roll Call
- [3.](#) Approval of Minutes: Public Health & Safety Committee, December 12, 2023; January 9, 2024
- [4.](#) Fire Mobilization Interagency Agreement with the Washington State Patrol (Brian Hurley)
- [5.](#) Washington Survey and Rating Bureau Update (Brian Hurley)
- [6.](#) Intergovernmental EMS Contract with Thurston County for Basic Life Support Funding 2024 Extension
7. Additional Items
8. 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/81213822250?pwd=eWZaK2lmK05laWNCRnFPNWxmazRuQT09>

**Listen by Telephone**

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 812 1382 2250 and Passcode 638996.

**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  
DECEMBER 12, 2023 Page 1**

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

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

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Fire Chief Brian Hurley, Police Chief Jon Weeks, Assistant Fire Chief Shawn Crimmins, Police Commander Jay Mason, Police Lieutenant Jennifer Kolb, Police Management Analyst Dr. Oliver Bowers, Communications Manager Ann Cook, and Police Administrative Supervisor Laura Wohl.

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

**APPROVAL OF  
MINUTES: PUBLIC  
HEALTH & SAFETY  
COMMITTEE,  
NOVEMBER 14,  
2023:**

**MOTION:** Councilmember Jefferson moved, seconded by Chair Dahlhoff, to approve the minutes of November 14, 2023 as presented. A voice vote approved the motion.

*Councilmember Agabi joined the meeting.*

**FLOCK SAFETY PRESENTATION:** Police Commander Mason and Management Analyst Dr. Oliver Bowers briefed members on a new state technology tool available to the Tumwater Police Department.

Police Commander Mason reported the department continually evaluates technology for implementation by the department and for use within the community. Many factors are weighed as to whether the department invests or utilizes technology. In many instances, police departments implemented technology without input and community awareness as to how the technology would be deployed and utilized. The new tool enables the City to network with other law enforcement along the I-5 corridor and across the state and it affords the department with the capacity that is currently lacking.

Dr. Bowers said the system is similar to the license plate scanning system. The real-time technology was deemed the best choice for the department after reviewing other systems. The system is comprised of individual cameras placed at specific locations within the City, such as significant intersections with ingress and egress to the City. The system generates a list of stolen vehicles or wanted vehicles within 45 seconds of a vehicle

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

pinged by one of the systems and it creates a time-sensitive and audible search function to assist in investigations. The system is supported by the ACLU and is in use across the state.

The cameras are mounted on poles at intersections throughout the City. Cameras ping license plates and provides alerts within 45 seconds. The system can generate unique fingerprints of similar types of vehicles with distinguishing features, such as a cracked window, vehicle decals, or other vehicle accessories installed on a vehicle. The operating system can be accessed by the department. The system adds functionality to the department that is currently lacking. The system identifies when a vehicle of interest enters the City. The system helps to track wanted suspects from another county the moment the vehicle enters the City. The system can also help locate missing persons identified through a silver alert used for missing people who fit specific age-related or mental health criteria. Missing people identified through the alert system could be identified by the system as soon as the vehicle enters the City within 45 systems. Data from the system are retained only for 30 days and then purged from the system.

The system also has a deterrent effect on certain crimes. People who steal vehicles do not enter jurisdictions if the system is installed because the vehicle will be immediately pinged and an alert issued.

The system enables police departments to collaborate with local businesses and corporations enabling the police department to install cameras at a business location. For example, a camera placed at the parking entrance to a local grocery store could send an alert if a stolen car enters the parking lot.

Police Commander Mason added that the system is unique as it enables other entities to collaborate with the department and build on the system. If a small business is encountering issues with commercial retail theft or fraud, the business could invest in a camera. Information from the camera feeds into the system and is accessible by law enforcement. The I-5 corridor experiences much commercial retail theft from individuals living outside of the area that impacts local businesses. Other entities, such as a homeowners association (HOA) could also invest in the system if the HOA is experiencing significant issues involving property thefts, mailbox thefts, or vandalism.

Other benefits the system can provide is identifying vehicles involved in a hit and run incident, stolen and wanted vehicles, organized retail theft along the I-5 corridor, regional suspects, and anti-terrorism components that can alert to certain vehicles on a watch list.

The system is a 24/7 indiscriminate monitoring of key roadway locations. The objective system scans all license plates. Data produced by the system

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

are owned entirely by the City. Data are stored on a government-secured cloud server with a full audit trail required for all searches. The system retains data for 30 days.

Councilmember Jefferson inquired as to whether a court order is necessary to access data from the system, whether the City will incur additional personnel costs, and personnel tasked for reviewing or accessing the data. Dr. Bowers said no reviewing or monitoring of the data occurs. The system only alerts if a license plate is identified on a watch list or the department is seeking a specific vehicle. If the plate matches an alert, it generates an alert.

Councilmember Agabi asked about the circumstance surrounding the purging of data after 30 days if an individual appears in court. He asked whether the City maintains a backup of the data. Dr. Bowers advised that searchable data is purged after 30 days. If the system is utilized as a means to identify a vehicle, the system provides an identifiable ping documenting the vehicle at a specific moment in time. The information is pulled from the system as the vehicle was identified while all other data are purged.

Councilmember Agabi inquired about other cities that are using the system.

Police Commander Mason advised that numerous law enforcement agencies along the I-5 corridor are using the system. The City of Centralia has used the system for some time and serves as a benchmark for the department based on the city's experience. All major law enforcement agencies in Thurston County are currently evaluating the system.

Police Chief Weiks added that the ACLU was instrumental in eliminating the use of license plate reader technology because of the invasive nature of that system. This particular technology is supported by the ACLU.

Dr. Bowers added that the system is objective as it only alerts on wanted license plates. Data are only available for 30 days and the system does not create a large list of license plates. It was constructed to ensure functionality for a specific purpose. Data supporting the system indicates that on average, the system was responsible for up to 50% vehicle recoveries. Cities with the system reported up to a 40% reduction in robberies, a 60% reduction in commercial burglaries, and up to an 18% reduction in residential burglaries.

Police Commander Mason emphasized how the system has value in terms of capacity the department is unable to provide, as well as enabling the department to partner and support the retail and business community. The retail sector has been significantly impacted over the last several years through retail theft losses and other challenges.

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

Police Chief Weiks requested the committee's support of the proposal to enable the department to move forward with the process.

Councilmember Jefferson inquired as to the cost of the system while noting that the statistics reflect a substantial reduction in robberies and other crimes. She supports pursuing implementation of the system.

Councilmember Agabi said he believes the system would be useful but tempered his concern ensuring that the ACLU supports the system. He asked how the increase in notifications will affect the capacity of the department to handle the increase in workload.

Police Commander Mason said the management of resources is the responsibility of police administration in terms of management of resources and prioritization of response. It is important to have access to information that is actionable rather than lacking the information because it will assist in better management of resources.

Chair Dahlhoff conveyed support for the system with a caveat. She cited information on other jurisdictions currently evaluating the system in Thurston County. In terms of the system as an investigative tool, a deterrent effect, how the department manages resources, improved capacity, and partnerships and collaboration, she would prefer bundling the system with body cameras, similar to other local jurisdictions. At this time, the Tumwater Police Department does not have body cameras. She prefers moving forward with an entire package to serve both the police and the community.

Police Chief Weiks said bundling of the systems would likely not be possible as the proposal is from a different funding source than the body cameras. The department is scheduled to present the committee with body camera information in January 2024. The new technology will be presented separately. Staff did not explore costs until the committee was briefed to obtain support of the proposal. Staff plans to research costs and implementation requirements.

Chair Dahlhoff said in addition to linking the request with the Council's strategic priorities and goals, she would like the request to link with the pending police report and with the prior community survey in terms of feedback from the community.

Police Chief Weiks confirmed the request.

**SCHOOL  
RESOURCE  
OFFICER UPDATE:**

Police Chief Weiks advised that the update will include an overview of the program and trends during the current school year. Detective Lieutenant Kolb supervises the School Resource Officer (SRO) Program.

Lieutenant Kolb reported the primary purpose of the SRO Program is for

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

positive interactions with students, faculty, and parents in the Tumwater School District. The goal is to support a safe and healthy learning environment and keeping focus on the goal of supporting students to graduate. Both SROs attend graduations in support of students who are graduating.

Both SROs serve the Tumwater School District high schools, district office, and the bus barn. The SROs follow the National Association of School Resource Officers model, a school-based policing concept that divides SRO responsibilities as educators, informal counselors, and law enforcement officers.

SROs do not focus on punitive measures and do not become involved in any school discipline decision. Any school discipline is the responsibility of the school and the district. SROs are seen by students, parents, and faculty as real people and not just a person in a uniform. They are viewed as friends and another caring adult in the school environment. SROs are the primary point of contact in the justice system for victims, witnesses, and suspects. They serve as an advocate to help navigate the justice system. SROs also assist in helping de-escalate conflict between parents and students by working through situations utilizing guidance and mentorship.

Duties of SROs include working collaboratively with the district to provide a safe and healthy learning environment, attending school events, graduations, celebrations, and assemblies, reading and playing games with students, working collaboratively with Tumwater Parks and Recreation Department personnel, attending Tumwater Youth Program events, and interacting daily with students. SROs offer educational sessions throughout the year and teach classes on substance abuse, active shooters, school safety, and situational needs. SROs work collaboratively with the district on school safety measures to include working with the newly hired school safety manager to address safety at all schools in the district. SROs provide security at larger sporting events and assist life skills students to deescalate students in crisis to assist the student in reentering the classroom. SROs seek opportunities to create culture, inclusivity, and involvement, such as creating friendly competitions between Black Hills High School and Tumwater High School and involving as many students and staff as possible. One SRO funded, cooked, and served hot dogs for all graduating seniors last year during a lunch period at Tumwater High School.

In response to a request for information on data and trends, Lieutenant Kolb offered to provide the committee with information on the number of training sessions provided by the SROs.

Police Chief Weiks added that the Council also receives the information within the monthly report provided by the Police Department. The report

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

includes information on all SRO activity for each quarter and includes information on the number of presentations to classrooms, assemblies, and other training offered by SROs.

Chair Dahlhoff expressed interest in learning more about interactions with youth because there have been challenges for some students. She would like information on opportunities to engage differently with different youths in the school district because of some disconnects. She asked for a summary of that type of information to be included in the annual police report to the community.

Police Chief Weiks responded that the volume of data is extensive. However, staff can review the data cumulatively. The monthly report speaks to interactions and engagement of SROs with students individually.

Chair Dahlhoff replied that the challenge is the lack of any information for room for improvement or the challenges and examples she learns about from others that are never reported. Police Chief Weiks said it is difficult as he is not aware of the information she is receiving. Chair Dahlhoff offered to follow-up with the Chief to provide some examples.

Councilmember Jefferson conveyed a request to receive demographic information as some members in the community have conveyed that Black and Brown students are facing higher arrest rates, higher discipline rates, and bullying. She has received many complaints about how some students have been treated. She offered to meet with Chief Weiks to share more information.

Councilmember Agabi asked whether it is possible to publish SRO data that could be provided to parents and guardians of students in the school district each month.

Chair Dahlhoff said she spoke to Dr. Bowers about thresholds and specific data the committee is seeking. She requested a discussion on specific data metrics the committee is seeking to narrow the focus from all available data as well as filling specific requests for data on a quarterly basis. Police Chief Weiks suggested a discussion outside the committee as it would be dependent upon the data, source, and ownership of the information.

Lieutenant Kolb reviewed some trends. SROs report incidents of vaping in restrooms, online bullying and harassment, and unauthorized students accessing school campuses.

Lieutenant Kolb shared information on the some positive outcomes experienced by SRO Boling involving his participation in the Tumwater High School Car Show and tailgating activities.

City Administrator Parks shared information on recent ride-alongs with



**TUMWATER PUBLIC HEALTH AND SAFETY COMMITTEE  
MINUTES OF VIRTUAL MEETING  
DECEMBER 12, 2023 Page 7**

police officers. Both officers shared positive information about the Tumwater community and one officer shared information about his positive interaction with SROs when he was a student at Tumwater High School.

City Administrator Parks shared that her observation of the tension surrounding data speaks to the amount of data the Tumwater Police Department collects as well as data collected by the Tumwater School District. The request for more information from the committee is a compilation of data from both the Police Department and from other sources. The department can provide data the City collects. However, some of the desired data is from other sources and not available to the City. The meeting between Chair Dahlhoff and Chief Weiks would be helpful to assist staff in understanding the specific type of data the committee is seeking and what data the City can provide and data the City is unable to provide.

Chair Dahlhoff noted that in response, the positive examples shared by City Administrator Parks does not deflect from the positive experiences within the community nor does it deflect from any room for improvement and for people who have different experiences. Any questions that might appear to be uncomfortable are not intended to be disrespectful or to discount any positive interactions. It is important for the City and the department to be transparent and accountable to those who have different experiences and to build trust and rapport to ensure the City is pursuing due diligence for belonging and inclusiveness for all people.

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

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

**TUMWATER PUBLIC HEALTH AND SAFETY COMMITTEE  
MINUTES OF VIRTUAL MEETING  
JANUARY 9, 2024 Page 1**

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

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

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Finance Director Troy Niemeyer, Fire Chief Brian Hurley, Police Chief Jon Weiks, Assistant Fire Chief Shawn Crimmins, Police Commander Jay Mason, Communications Manager Ann Cook, and Police Administrative Supervisor Laura Wohl.

**CHANGES TO AGENDA:** Election of the Chair was added to the agenda.

**ELECTION OF CHAIR:** Chair Dahlhoff nominated Councilmember Peter Agabi to serve as Chair of the committee for the next two years.

No other nominations were offered.

**VOTE OF AFFIRMATION:** **Through a unanimous vote, Councilmember Agabi was elected to serve as Chair of the Tumwater Public Health and Safety Committee during 2024 and 2025.**

**DISTRICT COURT UPDATE:** Frankie Peters, Thurston County District Court Executive Officer, provided an update on services provided by the Thurston County District Court.

Thurston County District Court is a court of limited jurisdiction handling misdemeanors, civil cases, and infractions. The court receives approximately 35,000 filings each year countywide. Some trends pertinent to the City of Tumwater have improved. During 2022, an increase in cases across the state increased by 30% for DUI cases. However, the number of cases for the City of Tumwater has continued to decline with fewer filings based on efforts by the City and the Police Department to improve public safety.

Access to people who use court services continues. With advent of the pandemic, open access to court services moved on a fast track for all community members. Within several weeks of the announcement of the pandemic, the court was able to live stream all court proceedings and provide virtual options for anyone wishing to attend hearings. With the court's virtual capabilities, the percentage of failure to appear and warrant rates have decreased with more people appearing for court matters. The court continues to live stream all court proceedings on YouTube for those involved and for educational purposes for the community.

Court programs include substance monitoring program initiated in June 2022. The program offers assessments of offenders to determine the risk

**TUMWATER PUBLIC HEALTH AND SAFETY COMMITTEE**  
**MINUTES OF VIRTUAL MEETING**  
**JANUARY 9, 2024 Page 2**

factor to the community as well as reducing the number of individuals who are jailed. Often, sentencing an individual to jail does not help the individual but serves as an alternative for ensuring community safety. The court provides another alternate to jail that still ensures safety to the community while ensuring the offender is able to stay active in the job force and to take care of their families. The program essentially pays for an individual's alcohol monitoring device. Individuals charged with a DUI are often required to wear a monitoring device at the cost of \$13 to \$15 each day. Eighty percent of individuals facing a DUI charge are indigent and do not have the ability to pay for monitoring resulting in the individuals charged with violating court-ordered conditions. The only alternative was to sentence the individual to jail if unable to pay for the monitoring device. The court provides other options while ensuring community safety and enabling individuals to remain active in the community. The program has been successful serving approximately 500 individuals with the jail population reduced for district court-related offenses. The daily compliance rate for the program is 98.9%.

Councilmember Dahlhoff asked whether the program was initiated as a pilot program. Mr. Peters replied that initially the program was a pilot program; however, the court was successful in securing funding through 2024 from the American Rescue Plan Act. The court is working closely with Thurston County to identify other funding sources to maintain the program. The program is supported by prosecutors, defense, and other departments and offices within Thurston County.

Thurston County District Court also offers Mental Health and Veterans Courts. During the pandemic, the courts experienced some decline in participants. Eleven participants from the City of Tumwater participated prior to COVID with some reduction experienced during the pandemic and because of some program changes. Some programs changes have occurred to accommodate space for veteran services. Veterans Court is connected to the Mental Health Court. Programmatic changes enabled the program to serve more participants in veteran services. Currently, five Tumwater individuals are participating in Mental Health Court and five Tumwater individuals are participating in Veterans Court.

Supervised probation services provide resources and support to ensure individuals are compliant with conditions of the court. Services and resources include counselors providing resources for housing, jobs and the labor market, working with families to rebuild relationships, and child care resources to ensure individuals continue to be successful complying with court-ordered conditions.

This year due to budget cuts by Thurston County because of decreased revenues and an increase in the cost for services, non-mandated probation services will not be provided by the court for the general case load. Some cases are being referred to a monitoring program comprised of record

**TUMWATER PUBLIC HEALTH AND SAFETY COMMITTEE**  
**MINUTES OF VIRTUAL MEETING**  
**JANUARY 9, 2024 Page 3**

checks and ensuring submittal of compliance reports or treatment reports. The court at this time does not have the ability to staff the program to support supervised probation services. Staff continues to work with County Commissioners about potential funding sources to offer the program.

Alternatively, the court was able to secure an additional mental health probation position. In 2019, the successes of the Mental Health and Veterans Court were recognized with a goal to expand those programs to continue to provide mental health services at every stage of a case. A mental health probation division was established to provide similar ongoing resources as the Mental Health and Veterans Courts provide. The court hired a second mental health probation counselor.

Councilmember Dahlhoff asked whether the services provided by supervised probation were reassigned to other staff or whether the program is accounted for in other areas of the court. Mr. Peters responded that the service has not been reassigned as the position is a very specifically trained and supported role to provide supervised probation. Existing staff do not have the ability to provide or absorb the program's roles and responsibilities. All other mandated services are provided by the court. Additionally, statewide conversations are occurring as supervised probation services have changed dramatically. Thurston County is one of the more progressive county's offering probation services. Many counties understand the need for probation services because it is another stage or lifecycle program that continues to provide resources.

Chair Agabi asked whether the recent successful county public safety levy could allocate some funds to the program. Mr. Peters explained that Proposition 1 dedicates 75% of the revenue to the Sheriff and law enforcement with the remaining 25% allocated to auditors, public defense, and prosecutors. At this time, there is no funding from the levy allocated to the courts.

Councilmember Von Holtz thanked Mr. Peters for providing the update. She supports a wraparound approach.

**FIRE**  
**DEPARTMENT**  
**STAFFING**  
**ADJUSTMENT:**

Fire Chief Hurley reported the fire department currently has 53 authorized FTEs. Fluctuations often occur in the positions of firefighters and firefighter/paramedics. Currently, the department is fully staffed with 53 FTEs. The department anticipates three retirements in 2024 of the Fire Prevention Officer and two Firefighter/Paramedics. In addition to those vacancies, promotions often create entry level vacancies. The request is to temporarily increase the allotted number of FTEs from 53 to 56. Some considerations include the time required to onboard a new employee comprised of the academy and completion of Emergency Medical Technician training. Funding for the positions is available because of open positions resulting in 2023 that can carry forward to 2024 to cover the

**TUMWATER PUBLIC HEALTH AND SAFETY COMMITTEE  
MINUTES OF VIRTUAL MEETING  
JANUARY 9, 2024 Page 4**

additional costs of overlapping additional positions. The goal is to fill the positions with individuals completing all training requirements to fill positions vacated by retiring employees.

Councilmember Dahlhoff asked about the timeline for the additional FTEs. Fire Chief Hurley said it is dependent upon the timing associated with hiring, academy dates, and identifying retirement dates. The overlap period is unknown at this time; however, the fire academy is scheduled soon necessitating the hiring of individuals so they can participate in the academies located in Lacey and North Bend.

Chair Agabi asked about the likelihood of recruiting applicants willing to accept a temporary position. Fire Chief Hurley said the initial positions would be temporary with the individuals transitioning to regular positions following retirement of the incumbents.

**MOTION:**

**Chair Agabi moved, seconded by Councilmember Von Holtz, to recommend the Council temporarily increase the number of allowed Fire Department FTE's from 53 to 56. A voice vote approved the motion unanimously.**

**ADDITIONAL  
ITEMS:**

Chair Agabi proposed a change in the monthly meeting time. Currently, the committee designates an hour for a monthly meeting. He proposed extending the meeting length to 90 minutes and retaining the current meeting date each month.

The committee agreed to extend the monthly meeting to 90 minutes on the second Tuesday of each month at 8 a.m.

**MOTION:**

**Councilmember Dahlhoff moved, seconded by Councilmember Von Holtz, to schedule the Public Health and Safety Committee meetings on the second Tuesday of each month from 8 a.m. to 9:30 a.m. virtually. A voice vote approved the motion unanimously.**

**ADJOURNMENT:**

**With there being no further business, Chair Agabi adjourned the meeting at 8:34 a.m.**

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

TO: Public Health & Safety Committee  
FROM: Brian Hurley, Fire Chief  
DATE: March 12, 2024  
SUBJECT: Fire Mobilization Interagency Agreement with the Washington State Patrol

---

1) Recommended Action:

Place the Fire Mobilization Interagency Agreement with the Washington State Patrol on the March 19, 2024, City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

---

2) Background:

For many years, the City has had a Fire Mobilization Response Agreement with the State of Washington through the Washington State Patrol (WSP). The purpose of this agreement is to provide for the reimbursement of allowable City costs incurred while its assets are mobilized in accordance the Washington State Fire Services Resource Mobilization Plan. The Tumwater Fire Department currently participates in statewide mobilizations through Rescue Emergency Support Module (REMS) deployment. Personnel on these deployments support firefighting crews with technical rescue and emergency medical expertise. The Department is investing in enhanced wildland fire training and equipment and may participate more widely in firefighting mobilization as resources permit.

---

3) Policy Support:

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

---

4) Alternatives:

☐ Do not recommend

---

5) Fiscal Notes:

None

---

6) Attachments:

A. Fire Mobilization Interagency Agreement with the Washington State Patrol

FIRE MOBILIZATION INTERAGENCY AGREEMENT  
BETWEEN  
STATE OF WASHINGTON  
WASHINGTON STATE PATROL  
AND  
**CITY OF TUMWATER**

This Interagency Agreement (Agreement), pursuant to RCW 43.43.960 through RCW 43.43.964 (State Fire Service Mobilization) and Chapter 39.34 RCW (Interlocal Cooperation Act), is made and entered into by and between the Washington State Patrol, hereinafter referred to as "WSP," and **City Of Tumwater**, a statutorily authorized fire agency within the State of Washington, hereinafter referred to as "Fire Agency."

The purpose of this Agreement is to provide for the reimbursement of allowable Fire Agency costs incurred while its assets are mobilized in accordance with RCW 43.43.960 through RCW 43.43.964 and the Washington State Fire Services Resource Mobilization Plan (Mobilization Plan). The Mobilization Plan and any subsequent versions adopted pursuant to RCW 43.43.962 are incorporated herein by this reference and can be found at: <https://www.wsp.wa.gov/all-risk-mobilization/>

Therefore, it is mutually agreed that:

- 1. Mobilization Plan.** The Mobilization Plan provides a process to quickly notify, assemble and deploy fire service personnel and equipment to any local fire jurisdiction in Washington State that has expended all local and mutual aid resources in attempting to manage, mitigate and control an emergency incident or situation for the protection of life and property. If the Fire Agency responds with its available assets to an incident mobilization, both parties shall comply with the procedures detailed in the Mobilization Plan.
- 2. Period of Performance.** The period of performance of this Agreement begins on **1/01/2024** and ends on **1/01/2029** unless terminated sooner as provided herein.
- 3. Billing Procedures.** WSP shall reimburse the Fire Agency upon the receipt of properly executed claim forms submitted by the Fire Agency according to the Mobilization Plan. Claims for payment submitted by the Fire Agency to WSP for costs due and payable under this Agreement shall be paid by WSP if received by WSP within 45 days from the end of each respective fire mobilization. The Fire Agency is required to be registered as a Statewide Payee prior to submitting a request for payment under this Contract. The Washington State Office of Financial Management (OFM) maintains the Statewide Payee Registration System; to obtain registration materials go to <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>
- 4. Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
- 5. Records Maintenance.** Both parties shall maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. Both parties shall retain all books, records, documents, and other material relevant to this Agreement for six (6) years after expiration, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.
- 6. Agreement Management.** The work described herein shall be performed under the coordination of the parties' Contract Managers listed below, or their successors. They shall provide assistance and guidance to the other party necessary for the performance of this Agreement. The parties shall notify each other within ten (10) business days of a change in Contract Manager.

<b>Contract Manager for CITY OF TUMWATER:</b>	<b>Contract Manager for the WASHINGTON STATE PATROL:</b>
Brian Hurley Chief 555 Israel RD SW Tumwater WA 98501 (360) 754-4170 <a href="mailto:bhurley@ci.tumwater.wa.us">bhurley@ci.tumwater.wa.us</a>	Brian Briscoe State Deputy Fire Marshal PO Box 42642 Olympia WA 98504-2642 (360) 596-3925 <a href="mailto:Brian.Briscoe@wsp.wa.gov">Brian.Briscoe@wsp.wa.gov</a>

- 7. Hold Harmless.** Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing under this Agreement.
- 8. Agreement Alterations and Amendments.** This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
- 9. Termination.** Either party may terminate this Agreement upon thirty (30) calendar days' written notification to the other party. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance prior to the effective date of termination.
- 10. Appeals of Denied Claims.** In the event that WSP denies payment of claim(s) submitted by the Fire Agency under this Agreement, the Fire Agency may appeal the denial according to the Mobilization Plan. The process contained in the Mobilization Plan is the sole administrative recourse available to the Fire Agency for the appeal of denied claims.
- 11. Order of Precedence.** In the event of any inconsistency in the terms of this Agreement, the inconsistency shall be resolved by giving precedence in the following order:
1. Applicable federal and state statutes and regulations;
  2. Terms and Conditions contained in this Agreement
  3. Any other provisions of the Agreement, whether incorporated by reference or otherwise.
- 12. All Writings Contained Herein.** This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

<b>City of Tumwater</b>		<b>WASHINGTON STATE PATROL</b>	
Signature	Date	Signature	Date
Debbie Sullivan, Mayor		For: John R. Batiste, Chief	

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 2/5/2008



TO: Public Health & Safety Committee  
FROM: Brian Hurley, Fire Chief  
DATE: March 12, 2024  
SUBJECT: Washington Survey and Rating Bureau Update

---

1) Recommended Action:

This item is informational only

---

2) Background:

The Washington Survey and Rating Bureau (WSRB) recently completed it's review of the fire department which occurs every 5 years. The protection class rating for the City of Tumwater has improved from class 4 to class 3. The evaluation considers a number of factors including the water system, fire department operations, fire safety control, and dispatch. This briefing will give an overview of the process and results.

---

3) Policy Support:

Strategic Priority D: Provide and Sustain Quality Public Safety Services

---

4) Alternatives:

☐ Discussion only

---

5) Fiscal Notes:

None

---

6) Attachments:

A. None

TO: Public Health & Safety Committee  
FROM: Brian Hurley, Fire Chief  
DATE: March 12, 2024  
SUBJECT: Intergovernmental EMS Contract with Thurston County for Basic Life Support Funding 2024 Extension

---

1) Recommended Action:

Place the 2024 Basic Life Support Funding extension Letter of Acknowledgement with Medic One on the March 19, 2024, City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

---

2) Background:

The City of Tumwater has partnered with Thurston County Medic One since 1974 for the provision of emergency medical services in Tumwater and Thurston County. The City has an Advanced Life Support agreement with Medic One to provide paramedic services in the City and County. The City also receives financial support for the provision of Basic Life Support (BLS) services through a Basic Life Support intergovernmental agreement. These funds are used to purchase medical supplies and equipment as well as support training programs. The BLS intergovernmental agreement with Medic One was signed in 2020 and automatically renews for up to 5 years. Medic One requires an annual acknowledgement letter to be signed for renewal.

---

3) Policy Support:

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

---

4) Alternatives:

☐ Do not authorize

---

5) Fiscal Notes:

Under the Basic Life Support Contract with Medic One, the City receives an annual allocation of funds to support the delivery of emergency medical services in the City. The total amount of support received in 2023 was \$117,872. The 2024 allocation amount has not yet been finalized.

---

6) Attachments:

- A. 2024 Basic Life Support Funding Agreement Acknowledgement with Medic One.
- B. Basic Life Support Intergovernmental EMS Contract



# MEDIC ONE



March 4, 2024

Tumwater Fire Department  
311 Israel Rd  
Tumwater, WA 98501

**RE: Letter of Acknowledgement - BLS Funding Agreement**

The term of the current agreement, which commenced on January 1, 2020, shall automatically renew every year up to 5 years from the original contract effective date, upon mutual agreement between parties.

This letter acknowledges Thurston County Medic One's agreement to automatically renew the current BLS Funding Agreement, for an additional (1) year, beginning January 1, 2024.

If Tumwater Fire Department agrees to this renewal, Tumwater Fire Department shall sign and date below, and return within 30 days from the date of this letter.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
AGENCY

**Ben Miller-Todd**

[Ben Miller-Todd \(Mar 6, 2024 10:37 PST\)](#)

Ben Miller-Todd, Director  
Thurston County Emergency Services

**INTERGOVERNMENTAL EMS CONTRACT**  
Basic Life Support (BLS) Funding

**THIS CONTRACT** is made and entered into in duplicate originals this 1st day of January, 2020, by and between the **COUNTY OF THURSTON**, a municipal corporation, hereinafter referred to as the 'COUNTY' and the City of Tumwater, a municipal corporation, hereinafter referred to as the 'AGENCY';

**WHEREAS**, Chapter 39.34 RCW authorizes local governments to enter into agreements for joint and cooperative undertakings; and

**WHEREAS**, regulations over the provision of emergency medical services include Chapters 18.71, 18.73, 70.168 RCW and Chapter 246-976 WAC; and

**WHEREAS**, RCW 70.168.120 authorizes the County to establish local emergency medical services care councils; and

**WHEREAS**, Thurston County Medic One is supported by a county wide levy in order to provide county wide emergency medical services as provided by law; and

**WHEREAS**, certain local agencies have the Basic Life Support (BLS) resources, as defined in State Statute available to provide such services at the requisite level of quality and training; and

**WHEREAS**, the COUNTY desires to have the AGENCY perform BLS services as hereinafter set forth; requiring specialized skills and other supportive capabilities; and

**WHEREAS**, sufficient COUNTY resources are not available to provide such services; and

**WHEREAS**, the AGENCY represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the BLS services set forth in this Contract;

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

**I. SERVICES**

- A. The AGENCY shall perform such services and accomplish such tasks, as are identified and designated as AGENCY responsibilities in Exhibit 'A', and throughout this Contract.
- B. The COUNTY, through the Thurston County Emergency Medical Services Fund, shall provide the AGENCY with financial support and medical supplies, based on prior year call volume for said agency.

COUNTY BLS Supply Funds shall be used to provide emergency medical care or emergency medical services, including training for such personnel and related equipment, supplies, vehicles, structures needed to provide this care or service, and/or encourage preventative health measures. Expenses shall be consistent with the level of the public agency's State Department of Health Certification. These funds may be expended directly by COUNTY on behalf of the providing agency, or by the providing agency with reimbursement requested from COUNTY. The expended amount shall not exceed the amount allocated for each providing agency, as described in Exhibit 'B'.

COUNTY Financial Support is provided directly to each jurisdiction to cover a portion of the

costs for the provision of their BLS service delivery.

- C. The COUNTY shall provide funding for the provision of certain occupational health vaccination and testing services, to include Hepatitis B vaccination series, Titer tests, Tuberculosis tests, Tetanus/Diphtheria/pertussis (Td or Tdap) and influenza vaccines for all Thurston County Fire agency EMS providers in addition to the Supply and Direct Support amounts.
- D. COUNTY shall provide and manage modems, for the ePCR system, as well as ePCR hardware/software, and associated support. AGENCY is responsible for providing a point of contact to COUNTY's Medic One Business Application Administrator. AGENCY is responsible for providing unlimited cellular data for each modem it uses.
- E. AGENCY shall provide COUNTY with access to COUNTY provided hardware.
- F. AGENCY shall not abuse or misuse COUNTY equipment.

## **II. EFFECTIVE DATE; DURATION**

The term of this Contract and the performance of the AGENCY shall commence on January 1, 2020. and shall automatically renew every year up to 5 years from the original contract effective date, upon mutual agreement between the parties hereto and pursuant to the terms and conditions herein.

## **III. THE EMERGENCY MEDICAL SERVICES COUNCIL**

- A. The EMS Council is formally established by Thurston County Board of Commissioners Resolution No. 6131, and the EMS Council is recognized by the Washington State Department of Health.
- B. The EMS Council shall advise the COUNTY with regard to the formulation and implementation of an Emergency Medical Services System consistent with State and Federal guidelines, including budget allocations. The EMS Council is not a party to this Contract, and nothing herein shall serve to create third party rights in favour of the EMS Council, or any other person, or entity not specifically identified as a party to this Contract.

## **IV. COMPENSATION AND METHOD OF PAYMENT**

- A. No payment by the COUNTY shall be made for any service rendered by AGENCY except for services identified and set forth in this Contract.
- B. No payment by the COUNTY shall be made for any service rendered by AGENCY without a signed Intergovernmental EMS Contract, for BLS funding.
- C. If AGENCY is merged with another agency, allocated funds will remain in the County budget, only through the current County budget period.
- D. Purchase requests over \$49,999.00 requires prior approval from Thurston County Board of County Commissioners ("BoCC"). Purchase requests over \$49,999.00 must be received at least 30 calendar days prior to ordering the item or service.
- E. Goods and services shall be ordered by November 30<sup>th</sup> of each year and must be received by December 31<sup>st</sup>.

- F. Invoices and reimbursement requests need to be submitted within 30 days from the date item is received.
- G. Invoices and requests for reimbursement for goods and services delivered in December must be received in the COUNTY's Medic One office no later than January 15<sup>th</sup> of the following year.
- H. In the rare circumstance where a Medic One Paramedic accompanies a patient on a BLS transport capable unit due to emergency circumstances, the Fire Agency shall bill Medic one according to the Fire Agency's respective rate schedules. Medic One will set their reimbursement rate schedule according to the Centers for Medicare & Medicaid Services (CMS) rate schedule and shall publish this no later than January 1<sup>st</sup>, of each year. These transport charges shall be reimbursed utilizing the ALS budget and shall not utilize BLS funds. No additional fees, charges, or other costs shall be submitted to the patient or their health care provider.

#### **V. ESTABLISHMENT AND MAINTENANCE OF RECORDS**

- A. The AGENCY agrees to maintain books, records and documents and accounting procedures and practices which accurately reflect all direct and indirect costs related to the performance of this Contract. Such fiscal books, records, documents, reports and other data shall be maintained in a manner consistent with the "Budgeting, Accounting, Reporting System for Counties and Cities, and Other Local Governments," referred to as "BARS," as issued by the Office of the State Auditor, State of Washington.

The AGENCY further agrees that the COUNTY and/or State/Federal officials shall have the right to monitor and audit at their own expense the fiscal components of the AGENCY to ensure that actual expenditures remain consistent with the terms of this Contract.

- B. The AGENCY shall retain all books, records, documents and other material relevant to this Contract for the amount of time required by the State of Washington. The AGENCY agrees that the COUNTY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.
- C. The AGENCY'S fiscal management system shall include the capability to provide accurate, current and complete disclosure of the financial status of this Contract upon request.
- D. The patient care records of the Agency as submitted per Exhibit 'A' shall be accessible by the AGENCY for planning, quality control and all applicable public records requests.
- E. If it is determined that a Business Associate Agreement (BAA) is required, it shall be completed as an addendum to this Agreement and incorporated herein.

#### **VI. ASSIGNMENT/SUBCONTRACTING**

- A. The AGENCY shall not assign any portion of this Contract without the written consent of the COUNTY, and it is further agreed that said consent must be sought in writing by the AGENCY not less than fifteen (15) days prior to the date of any proposed assignment.
- B. Any work or services assigned hereunder shall be subject to each provision of this Contract and proper bidding procedures where applicable as set forth by local, State and/or Federal statutes, ordinances and guidelines.

- C. The COUNTY will not unreasonably withhold consent. If the COUNTY fails to respond to a request by the AGENCY to assign all or any portion of this Contract within fifteen (15) calendar days, consent shall be deemed to have been given.

## **VII. FUTURE SUPPORT**

The COUNTY makes no commitment to future support and assumes no obligation for future support of the activity contracted for herein, except as may be expressly set forth in this Contract. All compensation methods and formulas shall be reviewed for appropriateness, annually.

## **VIII. COMPLIANCE WITH LAWS**

The parties, in performance of this Contract, agrees to comply with all applicable local, State and/or Federal laws and ordinances, including standards for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals and any other standards or criteria as described in this Contract to assure quality of services.

## **IX. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICES**

- A. The COUNTY and the AGENCY are equal opportunity employers.
- B. The AGENCY agrees that it shall not discriminate against any employee or applicant on the grounds of race, color, religion, sex, sexual orientation, national origin, creed, marital status, age, veteran status, or the presence of any disability; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the particular worker involved from performing the occupational requirements of the job. The AGENCY shall take such action with respect to this Contract as may be required to ensure full compliance with state and federal law.
- C. The AGENCY shall not, on the grounds of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, veteran status or the presence of any disability deny any individual any services or other benefits provided under this Contract.

## **X. RELATIONSHIP OF PARTIES**

- A. No agent, employee, servant or representative of the AGENCY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose, and the employees of the AGENCY are not entitled to any of the benefits the COUNTY provides for COUNTY employees. The AGENCY shall be solely and entirely responsible for its acts and for the acts of its agents, and employees during the performance of this Contract.
- B. The COUNTY will not exercise control and direction over the work of the AGENCY, with the exception of agency personnel operating under Department of Health's approved protocol, and is interested primarily in the results to be achieved. However, the services contemplated herein must meet the general financial approval of the COUNTY and shall be subject to the COUNTY'S general rights of financial inspection and review to secure the satisfactory completion hereof.
- C. In the event that any of the AGENCY'S employees or agents, carry on activities or conduct themselves in any manner which may jeopardize the funding of this Contract, the AGENCY shall be responsible for taking adequate measures to prevent said employee or agent from performing or providing any of the services contained in this Contract.

- D. Communications between the AGENCY and the COUNTY shall be addressed to the regular place of business:

THURSTON COUNTY  
c/o MEDIC ONE DIRECTOR  
2703 PACIFIC AVE SE, SUITE C  
OLYMPIA, WA 98501

CITY OF TUMWATER  
c/o FIRE CHIEF  
555 ISRAEL ROAD SW  
TUMWATER, WA 98501

#### **XI. POLITICAL ACTIVITY PROHIBITED**

None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition.

#### **XII. INDEMNIFICATION; HOLD HARMLESS**

- A. All services to be rendered or performed under this Contract shall be performed or rendered entirely at the AGENCY'S own risk and the AGENCY expressly agrees to indemnify and hold harmless the COUNTY and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the COUNTY which result from or arise out of the services to be performed by the AGENCY under this Contract; provided, this section shall not apply to liability resulting exclusively from errors or omissions of the COUNTY, its officers, or employees.
- B. The COUNTY expressly agrees to indemnify and hold harmless the AGENCY and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the AGENCY which result from or arise out of the failure of products or equipment provided by the COUNTY to the extent such failure results from the negligence of the COUNTY, or the services to be performed by the AGENCY as a result of acting under the express and negligent direction or control of a COUNTY agent or representative, excluding the Medical Program Director or any other medical doctor.
- C. In the event that a claim and/or lawsuit is brought against a party to this Agreement, or against any party's officers, officials or employees for actions arising out of their conduct in responding to a request for assistance, it shall be the duty of each such party to promptly notify the other party that the same has been initiated.
- D. Solely for purposes of enforcing the indemnification obligations of a party under this Section XII, each party expressly waives, by mutual negotiation, its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, and agrees that the obligation to indemnify, defend, and hold harmless provided for in this Section XII extends to any such claim brought against the indemnified party by or on behalf of any employee of the indemnifying party. The foregoing waiver shall not in any way preclude the Indemnifying party from raising such immunity as a defense against any claim brought against the indemnifying party by any of its employees.



### **XIII. INSURANCE**

The AGENCY shall maintain insurance coverage sufficient to insure its operations, including professional legal liability and general liability either through membership in a Washington State approved government risk pool or through commercial insurance. Commercial coverage must meet the following minimum requirements:

- A. **Professional Legal Liability:** The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the AGENCY'S services provided subject to this Contract. Coverage shall not exclude bodily injury, property damage or hazards within the scope of the AGENCY'S services subject to this Contract.
- B. **Commercial General Liability:** The AGENCY shall maintain Commercial General Liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than \$1,000,000 per loss, or equivalent coverage provided through a joint self-insurance program approved by the Washington State Risk Manager.
- C. The AGENCY'S general liability insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. **Other Commercial Insurance Provisions**
  - 1. The AGENCY'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
  - 2. The AGENCY shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington, or equivalent coverage provided through a joint self-insurance program approved by the Washington State Risk Manager.
  - 3. Certificates of Insurance or other reasonable notices of coverage shall be provided to the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department. Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

Attn: Risk Analyst  
Human Resources  
2000 Lakeridge Drive S.W.  
Olympia, Washington 98502

### **XIV. SUSPENSION, TERMINATION AND CLOSE-OUT**

If the AGENCY fails to comply with the terms and conditions of this Contract, the COUNTY may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this Contract in the manner specified herein.

- A. **Suspension:** If the AGENCY fails to comply with the terms of this Contract, or whenever the AGENCY is unable to substantiate full compliance with the provisions of this Contract, the COUNTY may suspend the Contract pending corrective action or investigation, after first allowing a reasonable period for the AGENCY'S cure. The COUNTY shall provide written

notice of intent to suspend the Contract, and shall set forth the actions the AGENCY must take, and the time frame within which such action must occur to avoid suspension. If, following such reasonable period for cure the AGENCY fails to cure, the COUNTY may suspend the Contract pending corrective action or investigation by COUNTY employees or their agents. The effective date of suspension shall not be less than seven (7) business days following written notification of suspension to the AGENCY. The suspension shall remain in full force and effect until the AGENCY has taken corrective action to the satisfaction of the COUNTY and is able to substantiate its full compliance with the terms and conditions of this Contract. No obligation incurred by the AGENCY during the period of suspension shall be allowable under the Contract except any reasonable, proper and otherwise allowable costs which the AGENCY could not avoid during the period of suspension. If the AGENCY has corrected its action(s) to the satisfaction of the COUNTY, the COUNTY shall immediately notify the AGENCY in writing that the period of suspension has ended, and shall specify the effective date of the end of such suspension.

- B. Termination for Cause by County: If the AGENCY fails to cure the non-compliance issues that resulted in a suspension of the Contract by the COUNTY, and any of the below-listed conditions exist, the COUNTY may terminate this Contract in whole or in part. If the COUNTY exercises its right to terminate the Contract, it shall notify the AGENCY in writing of the effective date of the termination, and shall set forth the reasons for termination. The COUNTY shall not give less than 21 days' notice of intent to terminate the Contract. After the effective date of termination, no charges incurred by the AGENCY under any terminated portions of the Contract are allowable as against the COUNTY, except for any charges reasonably incurred or encumbered prior to the AGENCY receiving notice of intent to terminate.

Non-compliance, and one of the following conditions provides cause for termination:

1. The lack of compliance with the provisions of this Contract are of such scope and nature that the COUNTY deems continuation of this Contract to be substantially detrimental to the interests of the COUNTY;
  2. The AGENCY has failed to take satisfactory action to correct non-compliance as directed by the COUNTY or its authorized representative within the time specified by same and as set forth in the request to cure notice in Section XIV. A.
- C. Termination for Cause by AGENCY: In the event the COUNTY fails to comply with the terms and conditions of this Contract, the AGENCY shall give notice of such failure and allow a reasonable period for the COUNTY'S cure. Thereafter, in the event the COUNTY fails to cure, the AGENCY may terminate part or all of this Contract upon sixty (60) days written notice to the COUNTY.
- D. Termination for Other Grounds: This Contract may also be terminated in whole or in part as follows:
1. By either party with the mutual consent of the other party, in which case the two parties shall devise by mutual written agreement, the conditions of termination including the effective date thereof and in case of termination in part, that portion to be terminated;
  2. By the COUNTY, if the funds allocated by the COUNTY via this Contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
- E. Close-Out: In the event that this Contract is terminated in whole or in part for any reason, the following provisions shall apply:

1. Upon written request by the AGENCY, the COUNTY shall make or arrange for payment to the AGENCY of allowable reimbursable costs not covered by previous payments;
2. The AGENCY shall immediately refund to the COUNTY any monies paid in advance for services not performed;
3. The AGENCY shall submit, within thirty (30) days after the date of expiration of this Contract, all financial, performance and other reports required by this Contract;
4. In the event a financial audit has not been performed prior to close out of this Contract, the COUNTY retains the right to withhold a just and reasonable sum from the final payment to the AGENCY after fully considering the recommendations on disallowed costs resulting from the final audit.

#### **XV. JURISDICTION**

- A. This Contract 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 Contract shall be governed by the 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 Contract or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County or in the superior court of the two nearest judicial districts as determined pursuant to RCW 36.01.050.

#### **XVI. SEVERABILITY**

- A. It is understood and agreed by the parties hereto that if any part, term or provision of this Contract is held by the courts to be illegal, 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 Contract did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with a statute of the State of Washington, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision.

#### **XVII. ENTIRE AGREEMENT**

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. This agreement replaces all prior interlocal agreements regarding the subject matter contained in this agreement. Further, any modification of this Contract 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 is cause for termination. Both parties recognize time is of the essence in the performance of the provision of this Contract. It is also agreed by the parties that the forgiveness of the non-performance of any provision of this Contract does not constitute a waiver of the provisions of this Contract.

#### **XVIII. NO THIRD PARTY LIABILITY**

This Contract shall not be construed to provide any benefits to or create a cause of action for or on behalf of any third parties. Specifically and without limiting the foregoing, this

Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.

#### **XIX. DISPUTE RESOLUTION**

The parties shall use reasonable efforts to mediate any dispute arising under this Contract. In the event of such a dispute, each party may, upon mutual agreement of both parties, designate, in writing, not more than three (3) candidates it proposes to act as a non-binding mediator within ten (10) days following notification of a dispute. If the parties cannot agree on one of the mediators from the combined list within five (5) days, then the parties shall promptly meet and select a mediator by blind draw. Upon selection of the mediator, the parties shall within forty-five (45) days or as soon thereafter as possible, meet and engage in a mediation of the dispute with the assistance of the mediator. The cost for the mediation services shall be borne equally between the parties, each party paying one-half of the cost. The mediator shall determine reasonable procedures. Testimony and briefing, if any, provided to the mediator shall be inadmissible in any subsequent court proceedings. If mediation fails to resolve the dispute, the parties may thereafter seek redress in a court of competent jurisdiction. Nothing in this section shall be construed to prohibit either party from exercising its right to terminate this Agreement as otherwise provided in this Agreement or be construed as a pre-condition to the exercise of such right to terminate.

#### **XX. EQUAL OPPORTUNITY TO DRAFT**

Each party has had opportunity to consult with counsel in connection with the negotiation, execution and delivery of this Contract. Each of the provisions of this Contract has been reviewed and negotiated, and represents the combined work product of both parties hereto. No presumption or other rules of construction which would render the provisions of this Contract in favor of or against the party preparing the same will apply in connection with the construction or interpretation of any of the provisions of this Contract.

#### **XXI. MISCELLANEOUS**

**Successors.** All of the terms, covenants, and conditions in this Contract shall extend to and bind any approved legal successors and assigns of the parties hereto.

**Effect of Recitals** The headings and recitals in this Contract are for convenience only and do not in any way limit or amplify the provisions of this Contract

**Recording.** The parties shall ensure that copy of this Contract is filed with the Thurston County Recorder's Office or posted by subject on either party's website.

This Agreement does not establish a separate legal entity, joint board, or administrative section for the purpose of acquiring, managing, or disposing of property, or any other financial obligation allowed under the Act.

This Agreement does not provide for jointly owned property. All property presently owned or hereafter acquired by one party to enable it to perform the services required under this Agreement, shall remain the property of the acquiring party in the event of the termination of this agreement.

**Contract Administration.** This Contract shall be administered by the Fire Chief of the AGENCY and the COUNTY's Emergency Services Director.

DATED: 1/28/2020

City of Tumwater

Pete Kmet  
Mayor Pete Kmet

DATED: 2-4-2020

Thurston County Washington

Kent Hall  
Director of Emergency Services

ATTEST

Melody Valiant  
Melody Valiant, City Clerk

JON TUNHEIM  
PROSECUTING ATTORNEY

Rick Peters  
By: Rick Peters, Deputy Prosecuting Attorney

APPROVED AS TO FORM

Karen Kirkpatrick  
Karen Kirkpatrick, City Attorney

## EXHIBIT A: SERVICES

### I. SERVICE AREA

The following services shall be provided within Thurston County during the term of this Contract.

### II. SERVICES

- A. The AGENCY shall provide BLS patient care as dispatched and following all applicable COUNTY Medic One protocols. The COUNTY, through the Thurston County Emergency Medical Services Fund, shall provide the AGENCY with financial support and medical supplies, based on prior year call volume for said agency. Medic One BLS Supply Funds shall be used to provide emergency medical care or emergency medical services, including related personnel costs, training for such personnel and related equipment, supplies, vehicles, structures needed to provide this care or service, and/or encourage preventative health measures. Expenses shall be consistent with the level of the public agency's State Department of Health Certifications. These funds may be expended directly by Medic One on behalf of the providing agency, or by the providing agency with reimbursement requested from Medic One. The expended amount shall not exceed the amount allocated for each providing agency (Exhibit "B"). Medic One Financial Support is provided directly to each jurisdiction to cover a portion of the costs for the provision of their BLS service delivery.
  - a. For non-transporting units, AGENCY shall submit the patient care reporting data as required by the COUNTY's current patient care data management system to the COUNTY within one (1) hour of the EMS run.
  - b. For transporting units, AGENCY shall submit the patient care reporting data before the unit leaves the hospital. If the ePCR system has failed, and patient care reporting data must be submitted in paper form, AGENCY shall submit data within 24 hours.
- B. The AGENCY assumes all responsibility for equipment/supplies received.
- C. COUNTY shall have supply orders filled and ready for pickup on the date requested by the Agency. Orders must be submitted no later than 2 business days prior to pick up. Orders not picked up by the Agency on the date requested will be returned to stock, unless prior notification is given for a delayed pick up.
- D. AGENCY shall notify COUNTY within 30 days of supplies/equipment purchased/received, for reimbursement requests.
- E. County shall provide monthly BLS supply fund expenditure reports within 15 business days following the last day of the previous month.
- F. AGENCY shall reconcile accounts within 30 days of receiving COUNTY's monthly BLS supply fund expended report.
- G. AGENCY shall use COUNTY ePCR in the field for patient care, and perform periodic updates as required.

- H. AGENCY shall leave modems, utilized by ePCR, powered on at all times.
- I. AGENCY shall report ePCR outages upon recognition of failure.
- J. AGENCY shall conduct OTEP, in accordance with COUNTY requirements.
- K. AGENCY shall establish, in writing, a BLS POC (point of contact), and provide this to the COUNTY.
- L. Agency shall provide BLS level of service in accordance with State Statute and Department of Health approved protocols.

## EXHIBIT B: PAYMENT

1. The formula for BLS funding may be updated by the Emergency Medical Services Council (EMSC) as needed without affecting other terms and conditions of this agreement.
2. The formula will take into consideration each individual AGENCY's relative share of run (incident) volume for the given fiscal year (January – December). This volume is calculated from the number of EMS runs that have occurred in that AGENCY's jurisdiction, and not include runs made by the AGENCY for mutual aid outside its jurisdiction.
3. The EMS run volume statistics shall be prepared by Thurston 911 Communications and provided to the COUNTY. This information shall be provided by February of each year.
4. The funding is based on the annual budget for BLS Direct Support (financial and supplies & equipment) as approved by the EMSC. The total amount is then allocated by the COUNTY to each AGENCY based on its individual share (or percentage).
5. Each year, the COUNTY shall prepare an annual allocation form based on the EMSC approved budget. The form shall identify the following:
  - a. Each AGENCY's run volume;
  - b. The percentage of the total Thurston County run volume that AGENCY responded to;
  - c. The total approved budget for financial support for each AGENCY;
  - d. The financial support base compensation for each AGENCY (same for all AGENCYS);
  - e. The financial support compensation per run (call);
  - f. The financial support compensation for reimbursement of AGENCY mobile computer terminal costs per run (call);
  - g. The total approved budget for supplies & equipment for AGENCYS;
  - h. The supply & equipment support base compensation for each AGENCY (same for all AGENCYS);
  - i. The supply & equipment support compensation per run (call); and
  - j. The total compensation to be provided to each AGENCY.
6. The terms and conditions for compensation are covered in Section IV "Compensation and Methods of Payment" of this agreement.