



City of Tukwila
***Community Services
 and Safety Committee***

- ◆ Kate Kruller, Chair
- ◆ Thomas McLeod
- ◆ Cynthia Delostrinos Johnson

<u>Distribution:</u>	
K. Kruller	Mayor Ekberg
T. McLeod	D. Cline
C. Delostrinos Johnson	R. Bianchi
D. Quinn	C. O'Flaherty
	A. Youn
	L. Humphrey

AGENDA

MONDAY, SEPTEMBER 28, 2020 – 5:30 PM
 FOSTER CONFERENCE ROOM
 (6300 Building, Suite 100)

**THIS MEETING WILL NOT BE CONDUCTED AT CITY FACILITIES
 BASED ON THE GOVERNOR'S PROCLAMATION 20-28.**

**THE PHONE NUMBER FOR THE PUBLIC TO LISTEN TO THIS
 MEETING IS: 1-253-292-9750, Access Code 239380085#**

Item	Recommended Action	Page
1. BUSINESS AGENDA		
a. A contract for the Tukwila Pond Park Master Plan for \$150,000. <i>Tracy Gallaway, Parks & Recreation Manager</i>	a. Forward to 10/5 Consent Agenda.	Pg.1
b. Update on Fire Department expenditures, revenues and services independent analysis. <i>Jake Berry, Public Safety Analyst</i>	b. Discussion only.	Pg.27
c. An update on Tukwila Police Use-of-Force Policy review. <i>(Continued from September 14 Committee meeting.)</i> <i>Bruce Linton, Police Chief</i>	c. Discussion only.	Pg.35
2. MISCELLANEOUS		

Next Scheduled Meeting: *October 12, 2020*



The City of Tukwila strives to accommodate individuals with disabilities.
 Please contact the City Clerk's Office at **206-433-1800** (TukwilaCityClerk@TukwilaWA.gov) for assistance.



INFORMATIONAL MEMORANDUM

TO: Community Services & Safety

FROM: Rick Still, Parks & Recreation Director

BY: Tracy Gallaway, Parks & Recreation Manager

CC: Mayor Ekberg

DATE: September 22, 2020

SUBJECT: Consultant Agreement for Tukwila Pond Park Master Plan

ISSUE

Authorize the Mayor to sign a Consultant Agreement to conduct a Master Plan for Tukwila Pond Park.

BACKGROUND

The purpose of this project is to develop a long-term, all encompassing, master plan for this site that will serve as a road map both now, and into the future. This road map will be a visionary master plan with identified goals, partnership opportunities with surrounding businesses, conceptual designs, and realistic implementation strategies. The plan will outline specific phases or opportunities for development that will progress this site from current state, to a regional attraction, and highly activated public space facilitating numerous amenities and methods of engagement for a multitude of users.

DISCUSSION

A Request for Proposals (RFP) was advertised in two papers for two weeks and specifically distributed to fifteen Parks and Recreation Planning consultant firms from the Municipal Research and Services Center roster. Seven proposals were received in response to the RFP. A review committee rated the five proposals based on Creative Approach, Qualifications and Expertise, Effective Public Involvement, Experience with Implementation, Professional Presentation, and Adherence to RFP Requirements. This review narrowed the field, and the top three consultants were interviewed. J.A. Brennan Associates was deemed the most qualified consultant.

The JA Brennan Associates team:

- Demonstrated a good understanding of the site and its challenges.
- Showcased their strength in park planning and design especially as it relates to park projects adjacent to water.
- Provided a compelling vision for the opportunities that exist at the site and the surrounding area.
- Presented strong ideas for working with the surrounding property owners for economic development and revitalization.
- Shared solid ideas and examples for engaging with our diverse community (residents, businesses, and visitors); and
- Exhibited enthusiasm for working with us as partners for this park redevelopment plan.

FINANCIAL IMPACT

The total contract amount is \$147,544. The master plan will be funded by the Lodging Tax Advisory Board (LTAC) as approved by Council on June 17, 2019 for \$125,000. Additional funding, up to \$25,000 will be utilized from the 301 fund for an increased community engagement scope asked of the consultant.

RECOMMENDATION

The Council is being asked to approve the consultant agreement with J.A. Brennan Associates not to exceed \$150,000 and move this item to the Consent Agenda at the October 5, 2020 Regular Meeting.

ATTACHMENTS

Consultant Agreement



City of Tukwila

Contract Number:

6200 Southcenter Boulevard, Tukwila WA 98188

PROFESSIONAL SERVICES AGREEMENT

(Includes consultants, architects, engineers, accountants, and other professional services)

THIS AGREEMENT is entered into between the City of Tukwila, Washington, hereinafter referred to as "the City", and J.A. Brennan Associates, hereinafter referred to as "the Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the City to perform consultant services in connection with the project titled Tukwila Pond Master Plan.
2. **Scope of Services.** The Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment, and supplies.
3. **Duration of Agreement; Time for Performance.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2021, unless sooner terminated under the provisions hereinafter specified. Work under this Agreement shall commence upon written notice by the City to the Consultant to proceed. The Consultant shall perform all services and provide all work product required pursuant to this Agreement no later than December 31, 2021 unless an extension of such time is granted in writing by the City.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:
 - A. Payment for the work provided by the Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to the Consultant shall not exceed \$147,544 without express written modification of the Agreement signed by the City.
 - B. The Consultant may submit vouchers to the City once per month during the progress of the work for partial payment for that portion of the project completed to date. Such vouchers will be checked by the City and, upon approval thereof, payment shall be made to the Consultant in the amount approved.
 - C. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
 - D. Payment as provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - E. The Consultant's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and the state of Washington for a period of three (3) years after final payments. Copies shall be made available upon request.

5. **Ownership and Use of Documents.** All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Consultant's endeavors. The Consultant shall not be responsible for any use of the said documents, drawings, specifications or other materials by the City on any project other than the project specified in this Agreement.
6. **Compliance with Laws.** The Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services rendered under this Agreement.
7. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. **Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. **Minimum Amounts and Scope of Insurance.** Consultant shall obtain insurance of the types and with the limits described below:

1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile Liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. **Commercial General Liability** insurance with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

4. **Professional Liability** with limits no less than \$1,000,000 per claim and \$2,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
 - B. **Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.
 - C. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance with respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not be contributed or combined with it.
 - D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
 - E. **Verification of Coverage.** Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
 - F. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
 - G. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
9. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.
10. **Covenant Against Contingent Fees.** The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the City shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. **Discrimination Prohibited.** Contractor, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.
12. **Assignment.** The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.
13. **Non-Waiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
14. **Termination.**
 - A. The City reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Consultant.
 - B. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the City, if the City so chooses.
15. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be subject to, and the Consultant shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Tukwila Municipal Code and ordinances of the City of Tukwila. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit. Venue for any action arising from or related to this Agreement shall be exclusively in King County Superior Court.
16. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
17. **Notices.** Notices to the City of Tukwila shall be sent to the following address:

City Clerk
City of Tukwila
6200 Southcenter Boulevard
Tukwila, WA 98188

Notices to Consultant shall be sent to the following address:

18. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

DATED this _____ day of _____, 20_____.

CITY OF TUKWILA

CONSULTANT

Allan Ekberg, Mayor

By: _____

Printed Name: _____

Title: _____

Attest/Authenticated:

Approved as to Form:

City Clerk, Christy O'Flaherty

Office of the City Attorney

Exhibit A

September 21, 2020



Landscape Architects & Planners
2701 1st Ave, Suite 510, Seattle WA 98121
t. 206.583-0620 | www.jabrennan.com

Scope of Work for Tukwila Pond Park Master Plan

Prepared For:

Tracy Gallaway
Parks & Recreation Manager | Tukwila Parks and Recreation
12424 42nd Ave S, Tukwila WA 98168

Prepared By:

J.A. Brennan Associates PLLC
2701 1st Ave, Suite 510
Seattle, WA 98121

J.A Brennan is pleased to present our Scope of Services for the Tukwila Pond Master Plan Project.

General Information (from RFQ)

The City of Tukwila lies in the heart of the Puget Sound region between Seattle and Tacoma, at the crossroads of two major interstate highways. Its central location makes Tukwila an ideal site for approximately 2,000 businesses. Due to the large retail and business center, the City's population expands from just over 20,000 to 125,000 during the day.

Tukwila Pond Park is a 25-acre hidden gem, centrally located in the very heart of the Tukwila Urban Center. There are many hotels, and the Westfield Mall, located adjacent to, or in very close proximity to, the park. It is fittingly located to serve as a prime destination for people that live, work, visit, shop, stay, and play in Tukwila.

Project Vision (from RFQ)

That Tukwila Pond is to be a destination amenity that is highly activated with such strong connectedness to the Tukwila Urban Center that it is an integral element to new development surrounding it and provides recreational, social, ecological, and economic benefits to those that live, work, visit, shop, stay, and play in Tukwila.

Project Purpose (from RFQ)

The purpose of this project is to develop a long-term, all encompassing, master plan for this site

that will serve as a road map both now, and into the future. This road map will be a visionary master plan with identified goals, partnership opportunities with surrounding businesses, conceptual designs, and realistic implementation strategies. It is vital that the plan outline specific phases for development that will progress this site from current state, to a regional attraction, and highly activated public space facilitating numerous amenities and methods of engagement for a multitude of users.

Desired Outcome (from RFQ)

The desired outcome of this project is to have a thoroughly vetted, clearly defined, vision and concept for the entire site with a development plan broken into specific projects that can be completed in phases, as funding, opportunities, and resources are available.

- Through stakeholder engagement, the master plan will home in on what the best use for the site is, which will then drive the design and development of the site.
- The Plan will identify opportunities for partnership with surrounding businesses, identify key acquisition, lease, and/or easements to further enhance the site.
- The Plan will produce a scalable, phased approach to implementation and development with clearly defined strategies and projects.
- The Plan will include various analyses and provide recommendations, as well as proposals, that align with the urban area future population, housing, transportation, land use, and accessibility.
- The Plan will also take into consideration ecological preservation and habitat restoration.

The following is a task plan to complete the master plan project.

Task A – Project Management

Administration tasks include meeting coordination, scheduling, contract administration and administration costs and expenses.

Task A Deliverables:

1. Project Schedule
2. Progress reports
3. Invoicing

Task B – Site Evaluation, Inventory and Data Collection

Work in this task includes site visits, data collection and review, identification of regulatory constraints, and other elements identified in the fee matrix. It is assumed the City will supply important information.

Base map preparation. (JAB lead)

City will provide adequate base map of project site and context. GIS and dwg CAD file types are anticipated, as well as high quality air photo. JAB has limited hours to compile a working base map for the design team.

Review relevant site data and request and provide input for additional information needed.

Review will include of aspects Tukwila Municipal Code, Comprehensive Plan land use designations, Tukwila Subarea Plan, and Parks, Recreation, and Open Space Plan which are relevant to the pond.

Review site accessibility and provide viable solutions to reduce constraints, improve access, promote activation, and connect site with larger urban center area.

Design Team support for Task B will include:

Schemata will participate in a team site visit, that includes city representatives. Review the current Land Use and Zoning codes, with considerations for proposed updates

John Mason –

1. Research the project to identify key elements of a narrative story about Tukwila Pond, and the people who live here. It is important that we design the project with the people in it.
2. Develop an initial place-making diagram that lays out a park-user journey of the site, and the surrounding community. This may include activities, landmarks and key experiences that contribute to sense of place

Limited Preliminary water quality investigation. (BHC Lead) Review available documents provided by the City to characterize the local drainage system. Perform a site visit (as part of the kick-off meeting) to identify potential locations of source-control measures and water quality improvements.

Review existing documentation of downstream water quality impacts (TMDL limits in the Green River) to select appropriate water quality treatment methods.

Prepare brief summary memo.

Wetland and Ordinary High-Water Mark Reconnaissance (Watershed)

The Watershed Company will conduct an initial wetland and ordinary high-water mark (OHWM) reconnaissance on-site. A formal wetland delineation is not included. The approximate wetland and OHWM boundaries will be sketched in ArcGIS Collector and the results provided to JAB for incorporation into base maps following the site visit. The

reconnaissance will include an assessment of opportunities for wetland, wetland buffer, and/or wildlife habitat enhancement. A memo and associated sketch map summarizing the reconnaissance, including wetlands, associated buffer widths and on-site enhancement opportunities, will be prepared.

Review & document future growth and population density (Sieger Consulting)

Review future growth and population density provided by the city. Project future development, population, and employment growth and ensure projections align to other guiding planning documents.

Baseline financial analysis and initial funding model (Sieger Consulting)

We will develop a baseline funding analysis and financial model that assesses available resources for this project in the context of the City’s financial policies, financial reality, and existing guiding planning documents (2020 Parks, Recreation, and Open Space Plan, Capital Facilities Plan, etc.). The financial model will project available resources long-term based on the growth, population, and employment projections developed in the previous “Document future growth and population density” subtask.

Context map (BHC Consultants).

We will create a map in GIS to illustrate land ownership and highlight the various means of accessing the pond directly. This can be a combination of current easements in addition to future potential acquisitions to be explored in the alternatives and visioning process.

Task B Deliverables:

1. Base map
2. Site Visit and kickoff meeting
3. Context map with linkage and known development projects
4. Wetland/OHWM reconnaissance and enhancement opportunities summary memo and sketch.
5. Water quality summary memo
6. Baseline financial analysis and initial funding model - memo
7. Opportunities and constraints map
8. Prepare up to 1-page technical memo

Task C – Vision Casting and Program Definition

This task involves the preparation of a program list to be used in developing concept plan alternatives, the draft master plan and the final master plan. Design goals, vision and principles will be prepared and refined as part of this task.

A design charette is proposed to capture the input and energy of the stakeholders, the

community, and the city staff to develop the preliminary alternatives for the site. Key design team members will be part of the charette to ensure each discipline applies their specific knowledge to the process.

The design team will rely on the City staff to provide data and feedback collected during recent community engagement efforts to assist with preparation of the visioning exercises. This will help consultant team understand what feedback has already been given to not exacerbate engagement fatigue by the community.

Additional public outreach and stakeholder input will guide this process, as described in Task F.

Design Team support for Task C will include:

John Mason will support with:

1. Work as an integrated member of the J.A. Brennan team.
2. Contribute to team findings and suggestions that identify possible vectors and paths that re-brand Tukwila Pond as the center, or nexus of a new town center through a broader transformation in Tukwila , noting and expanding on some of the vision work already done in the PROS Plan. This will be the focus of our efforts toward greater “pedestrianization, oxygenation, integration, inspiration and germination. (If you want to make something grow, add water.)” John will attend the Charrette.

Schemata Workshop shall assist with potential program and activity lists and a design charrette.

Sieger Consulting will attend the design charette to answer technical questions related to market conditions, economic benefits, and project funding and financing. Depending on the timing of the charette, it may also provide an opportunity for us to collect additional stakeholder data related to the economic and community benefits of redeveloping the park.

BHC will attend the design charette to gain input from the City’s operation and maintenance staff on potential stormwater improvements and understand the desires of the community and surrounding property owners.

The Watershed Company will allocate one staff member to attend the design charette.

Task C Deliverables:

1. Identify project goals
2. Prepare project vision statement
3. Prepare design principles

4. List of potential program and activity elements
5. Prepare and participate in design charette
6. One-page tech memo summarizing programming

Task D - Alternative Development

Develop up to 2 alternatives for review by decision-makers. The alternatives will be diagrammatic to keep the discussion focused on the big picture. One of the alternatives will explore property acquisition adjacent to the site.

Water quality improvement concepts will be assessed for each option.

Design Team support for Task D will include:

BHC will provide alternative design input on the water quality improvement concepts

Task D Deliverables:

1. Up to 2-page tech memo including design character definition
2. Two diagrammatic alternative concept plans
3. Up to 2 sections
4. Brief bulleted summary memo (2 pages) outlining alternative concepts

Task E – Draft Master Plan Design

The draft concept plan will be based on the preferred alternative selected during the Alternative Development process, project objectives, assumptions and expectations as determined through discussion with the City, stake holders and public input. A preliminary square-footage level cost estimate will be provided for the draft and final master plan.

The draft master plan will be primarily AutoCAD-drafted (base); although some information may be hand-drawn. The concept plan will be drawn at 1" =60' scale. Illustrative drawings will be completed to convey design feasibility and finished project character.

Site Sections (JAB)

Draft Master plan graphics will include the development of up to 4 draft sections to illustrate the design intent and character.

Perspective Sketch (JAB)

Development of a draft perspective sketch will be developed to illustrate the design intent and character. Perspective will be limited to one. The view location for the perspective sketch will be agreed upon with Parks prior to starting the draft perspective.

Design Team support for Task E will include:

Prepare Draft wayfinding concepts. (John Mason)

1. Develop a wayfinding diagram, using signage and elements that allow visitors to navigate the park and the site intuitively. Special needs visitors should find something here that includes and celebrates them.
2. Create sketches that illustrate form, function, materiality and placement of key wayfinding and brand identity features highlighted for initial master planning purposes. These sketches are suitable for presentation to The City and the community.

Prepare Draft Architectural Concepts – for park structures. (Schemata Workshop)

Schemata will prepare Draft Conceptual Floor Plans and Elevations for various architectural park elements. These may include: Picnic shelter, restroom, boat rental building, kiosk, event stage.

Prepare Draft Water quality recommendations (BHC Lead)

Recommendations may include surveying, condition inspection, sampling, and modeling to better characterize the existing system and condition of Tukwila Pond. Identify the locations where water quality improvements could be most impactful. Water quality improvements may include stand-alone units like Filterra, cartridge-type filters, more traditional water quality vaults, or an emerging technology from the Ecology TAPE program. There may also be an opportunity to reclaim clean roof runoff from surrounding buildings, and direct it to Tukwila Pond.

Identify opportunities for easements (BHC lead)

BHC will identify opportunities for improved connectivity to the park site and surrounding context. These will be based on the vision casting discussions, stakeholder discussions with the adjacent property owners, and the selected alternative. This can include a discussion and potentially a map of which landowners might feel favorable towards easements as well as which land might be appropriate for the City to target for acquisition. Any stakeholder or City-derived data on preferred incentives can also be included in this discussion. These deliverables can be derived from a virtual meeting with the client in addition to one or two internal design team meetings (particularly coordination between BHC and John Mason and Sieger Consulting)

Task E Deliverables:

1. Draft concept plans two sheets 1' = 60'
2. 2 Draft detail area plans
3. Revised context map with linkage and known development projects
4. Up to 4 draft sections

5. Up to 1 Perspective sketch
6. Draft Cost estimate
7. Draft design guidelines
8. Draft Wayfinding Concept and initial brand experience
9. Draft architectural concepts
10. Draft water quality recommendations
11. Draft Easement opportunities memo (and graphic)
12. Draft Master Plan Design Memo (up to 2 pages)

Task F – Final Master Plan Design

The final master plan will be a refinement of the draft master plan, after having received input from the city, stakeholders and community members. A preliminary square-footage level cost estimate will be provided for the final master plan.

The master plan will be primarily AutoCAD-drafted (base); although some information may be hand-drawn. The concept plan will be drawn on two sheets at 1" = 60' scale. Illustrative drawings will be completed to convey design feasibility and finished project character.

Site Sections (JAB)

Master plan graphics will include the refinement of up to 4 sections created for the draft master plan and the development of one new site section to illustrate the design intent and character.

Perspective Sketch (JAB)

A final perspective sketch will be developed to illustrate the design intent and character. The final perspective will be a refinement of the draft perspective sketch to finalize the graphic to support with funding efforts.

Design Team support for Task F will include:

Prepare Final wayfinding concepts. (John Mason)

1. Develop final wayfinding diagram (refinements of draft), using signage and elements that allow visitors to navigate the park and the site intuitively. Special needs visitors should find something here that includes and celebrates them.
2. Create final sketches (refinements of draft) that illustrate form, function, materiality and placement of key wayfinding and brand identity features highlighted for initial master planning purposes. These sketches are suitable for presentation to The City and the community.

Prepare Final Architectural Concepts – for park structures. (Schemata Workshop)

Schemata Workshop shall prepare Final Conceptual Floor Plans and Elevations for various architectural park elements. These may include: Picnic shelter, restroom, boat rental building, kiosk, event stage.

Prepare Final Water quality recommendations. (BHC Lead)

Recommendations may include surveying, condition inspection, sampling, and modeling to better characterize the existing system and condition of Tukwila Pond. Identify the locations where water quality improvements could be most impactful. Water quality improvements may include stand-alone units like Filterra, cartridge-type filters, more traditional water quality vaults, or an emerging technology from the Ecology TAPE program. There may also be an opportunity to reclaim clean roof runoff from surrounding buildings, and direct it to Tukwila Pond.

Identify opportunities for easements (BHC lead)

Identify opportunities for improved connectivity to the park site and surrounding context. This final identification of easements will be based on further refinement in discussions with the City about the Draft Master Plan design. Final identification documents can be tailored to their intended audience: staff, elected, specific landowners, and/or the public.

Task F Deliverables

1. Final master plan 1' = 60'
2. 2 Final detail area plans
3. Revised context map with linkage and known development projects
4. Up to 5 final sections (4 refined 1 new)
5. Up to 1 Perspective sketch
6. Final Cost estimate
7. Final Wayfinding
8. Final architectural concepts
9. Final water quality recommendations
10. Final Easement opportunities memo (and graphic)
11. Final Master Plan Design Memo (up to 2 pages)

Task G – Public & Stakeholder Involvement/ Team Meetings

In coordination with City staff, and design team members JAB will engage the Stakeholder group, and the general public in the planning process, including workshops and meetings. Meetings will be designed to be interactive. Meeting notices, final agenda, meeting notes and mailings will be provided by the City. Boards or PowerPoint presentations will be provided by JAB prior to each public meeting.

Meetings will likely be primarily accomplished using a virtual meeting process whether zoom, Microsoft teams or other digital platform. The City will organize and host any online digital platform for virtual meetings.

As part of the Master Plan design process, JAB will assist with public meeting facilitation,

presentations, and council presentation. Our goal with the public process is to ensure that all parties get a chance to be heard, provide meaningful input, and realize that they are a vital part of the design process.

Our process for public meetings and gathering input includes:

1. Developing a public engagement plan (JA Brennan)

- a. JAB will work with the client to develop a public outreach plan and schedule to guide the process. The basis of this will be derived from this scope of work. This will be a brief memo (up to 2 pages) describing the process and tools that will guide the outreach.

2. Stakeholder Meeting #1 - Vision, Goals and Program

- a. Present baseline criteria the City is proposing for park improvements and solicit initial input from key stakeholders for park program improvements.

3. Public Meeting #1- Vision, Goals and Program

- a. Present baseline criteria the City is proposing for park improvements and solicit initial input from the community for park program improvements.

4. Online Public Survey (gather feedback on preferred program items)

- a. A public outreach survey will be created using Survey Monkey or another online platform. The survey tool will be developed during the Park Use Program definition task, following the first public meeting. JAB will coordinate with the client to develop a preliminary list that will be amended after Public Meeting and Stakeholder Meeting #1. JAB will provide input for Survey Monkey using the City's account. The City will create the final survey.
- b. The Survey will be made available to the public to provide input and identify preferred elements. The results from the Survey will be compiled by the City and used to refine the program ideas in preparation for Public & Stakeholder Meetings #2 – Alternative Design.

5. Stakeholder Meeting #2 - Alternative Design

- a. Stakeholder Meeting #2 will present two different alternatives to elicit input from the key stakeholders and to refine and narrow the park program further.

6. Public Meeting #2 - Alternative Design

- a. Public Meeting #2 will present two different alternatives to elicit input from the public and to refine and narrow the park program further.

7. Stakeholder Meeting #3 - Draft Preferred Master Plan

- a. Stakeholder #3 will present a Draft preferred master plan based on the input from Stakeholder Meeting #2 and review provided from the client.

8. Public Meeting #3 - Draft Preferred Master Plan

- a. Public Meeting #3 will present a draft preferred master plan based on the input from public Meeting #2 and review provided from the client.

9. Council Meetings (2) - Present Draft and Final Master Plan

- a. Support the City staff with presentations to inform City Council of the public process and present the Draft Final Preferred Schematic Design to City Council for approval and adoption.

Project Team Meetings (led by JA Brennan)

This task also includes the following team meetings:

- 1. See fee matrix for subconsultant design team participation
- 2. One design team and client meeting (a 1-hour conference call or virtual meeting)
- 3. Three design team meetings (up to three, 1-hour conference calls or virtual meetings)
- 4. Up to 5 client design progress meetings (up to five, 5-hour conference calls or virtual meetings)

Design Team support for Task G will include:

Schemata Workshop shall participate in the following meetings

- 1. Attend a kick-off meeting that will be combined with the team site visit,
- 2. Participate in a team/client meetings and design team meetings as shown in the fee matrix.
- 3. We will also help support a stakeholder meeting.

BHC Consultants

- 1. Attend the project kick-off meeting.
- 2. Participate in a team/client meetings and design team meetings as shown in the fee matrix.

John Mason

- 1. Attend the project kick-off meeting.
- 2. Participate in a team/client meetings and design team meetings as shown in the fee matrix.

The Watershed Company

- 1. Attend the project kick-off meeting.
- 2. Participate in a team/client meetings and design team meetings as shown in the fee matrix.

Sieger Consulting

- 1. Attend the project kick-off meeting
- 2. Attend the stakeholder meeting for the draft plan to answer technical questions

related to economic benefits and project funding and financing, including next steps for funding the soft costs related to continued project planning. If desired, this may include interactive modeling of the baseline and alternatives-based financial model developed as part of the project.

3. Participate in a team/client meetings and design team meetings as shown in the fee matrix.

Task G Deliverables

1. Up to 3 PowerPoint presentations, preparation of memo / speaking points
2. Boards and plans for workshops
3. We will use PowerPoint instead of boards for meetings whenever possible. Plans may be available to mark up during the meetings.

Task H – Phasing and Implementation Program

JA Brennan will create a general implementation strategy/phasing program for the preferred elements that identifies priorities for improvements and a general timeline for implementation. Our team will also provide a list of potential grants for review with City staff.

The phasing and implementation strategy for the park master plan will be summarized in a draft and final memo.

Phasing costs will be developed. The final Master Plan capital cost will be used and broken into specific phasing components to illustrate potential Rough order of Magnitude (ROM) costs for a phased park development to guide funding.

Task H Deliverables

1. Tech memo
2. Preliminary phasing plan graphic
3. Capital cost estimate

Task I – Economic Analysis

JA Brennan will provide input and ensure consistency across tasks as Sieger Consulting leads the economic analysis for the park.

Design Team support for Task I will include:

Memo listing potential economic opportunities and impacts (Sieger Consulting)

Sieger Consulting will complete an initial plan review and assessment of the site and surrounding development to understand potential opportunities for private development to expand the use of the park as well as potential private businesses and private property

owners that will benefit from future development of Tukwila Pond. Based on this assessment and the City's knowledge of and relationships with property owners, we will identify adjacent businesses and private property owner stakeholders with whom to have interviews and focus groups. Sieger Consulting has reserved four hours for interviews and focus groups; we'll work with the City to stretch this limited amount of time to include all relevant stakeholders (for example, we may develop an interview protocol so the City can augment the list of interviews on their own).

Once the master plan is drafted, we can continue this work, using stakeholder data as well as economic analysis to provide a memo documenting how neighboring businesses, the Southcenter commercial district, and the city as a whole benefit from existing and potential activities in the park. This analysis will be both quantitative and qualitative, capturing the potential for a completed project to enhance community quality of life and image and identity.

Task I Deliverables

1. Memo listing potential economic opportunities and impacts

Task J – Identify Grant/ Funding Sources

This task includes the development of a preliminary list of potential grants and the relevant application dates (JA Brennan), as well as an analysis provided by Sieger Consulting of the funding models.

Design Team support for Task J will include:

Financial model and memo listing potential funding opportunities (Sieger Consulting)

Sieger Consulting will develop a list of potential funding options and considerations related to those options (including source, magnitude, limitations, payee and tax burden, volatility, etc.) and rank them in terms of their appropriateness for funding all parts of this project (planning, development, and maintenance/lifecycle).

Sieger Consulting will advance the baseline funding model from Task B15 to create an actionable strategic capital and financial action plan to support comparison of Tukwila Pond Master Plan alternatives. Because plan alternatives will have been informed by the earlier baseline financial analysis, they should already be at an achievable scale, however, some prioritization or phasing may still be needed to achieve some or all identified alternatives.

BHC will also provide a preliminary list of potential funding sources specifically related to water quality improvement.

Task J Deliverables

1. Summary memo of potential grants and funding sources

Task K – Permit Support

This task includes providing limited review and coordination with the City Community Development Department as well as local and federal environmental agencies to define permit requirements the park improvements will require. A brief memo will summarize permit requirements and guide development implementation strategy.

A site visit with permit agencies, anticipated during the draft Master Plan design process, will be included to better inform the permit review agencies with the project site and to receive input to refine design strategies.

Task K Deliverables

1. An environmental permit memo which will include a summary of the code interpretation review and information gathered during the agency site walk through.

Assumptions:

1. Wetland/OHWM delineation is not required.
2. J.A. Brennan does not provide contaminated soils remediation services. No contaminated soils are anticipated on site.
3. Architectural services are limited to conceptual floor plans and limited conceptual renderings.
4. The Client will provide coordinated, consolidated review comments at each submittal. Client review period will take no longer than three weeks.
5. We will use J.A. Brennan CAD standards.
6. Client will provide base mapping for project area including topography, high quality air photo, any available wetland mapping, important water elevations, parcel boundaries, pavement edges, roads, utilities, and vegetation and other information needed for design.
7. The Client will lead the correspondence and outreach with Stakeholders, adjacent property owners, community members and the general public. JAB will support outreach to the extent described in Task F.
8. JA Brennan team can use the existing population and density forecast that was developed for the vision for the Southcenter area. This will be provided by the Client.
9. Client will provide data and feedback collected during recent community engagement efforts in order to assist with preparation of the visioning exercises.
10. Survey of the site is not included. JA Brennan anticipates up to 12 hours to develop an existing conditions base map using GIS and or CAD data provided by Parks and some field measurements work.
11. Graphics may be hand drawn during Concept design.

12. Cost estimate will be limited to the hours specified. Parks will review cost estimate assumptions. Phasing is limited to hours on the fee spreadsheet and scope of work
13. Specifications will not be provided.
14. No DNR coordination or permitting is anticipated.
15. Limited tribal coordination is anticipated through regulator meeting process.
16. Drainage design is not included, conceptual design to stormwater requirements will be considered as part of the master plan design.
17. Electrical design is not included, conceptual design to lighting will be considered as part of the master plan design.
18. JAB will develop appropriate title block for printed master plan design boards, size: 30” x 40”.
19. Grant support will be limited to hours in Task J as part of this scope of work.
20. J.A. Brennan Associates will not be responsible for working with adjacent landowners except through a specified meeting process.
21. The City will provide public meeting notices, and meeting organization.
22. The master plan will be complete by July 31, 2021.
23. City will be responsible for distribution (digital or physical) and printing of all documents.
24. Public meeting presentation materials are anticipated to be plans mounted on boards combined with a PowerPoint presentation.
25. Until guidance regarding COVID 19 response is provided from the State of Washington, it is anticipated that initially over the first six months, public and stakeholder meetings will be facilitated virtually online. Small group meetings may be hosted in a limited fashion with a limited number of people based on State guidance for the number of people allowed to gather. Parks and the City will lead the meeting facilitation and organization.
26. The Watershed Company’s role with respect to water quality will be limited to measuring select water quality parameters only if the optional task is authorized.
27. No additional documentation will be required as the basis for the City’s code interpretation, anticipated under Task B.
28. Design work beyond Master Plan Design will require additional fee

Optional Tasks: Not Included in Base Scope

Additional services will be required to perform this work.

O1 – Optional Task 1 – Traffic Analysis

Heath Engineering

1. Review of current site plan data and road network serving the site. Meet with the team to walk the site.
2. Review proposed accesses and research traffic volume information.
3. Review requirements from the city of Tukwila Public Works.
4. Ascertain trip generation volumes and distribution of the project volumes to the city

transportation system for up to three proposed scenarios as developed by the design team.

O2- Optional Task 2 – Master Plan Report Documentation

Prepare and package report documentation. Create a final report that includes all of the deliverables presented in the base scope as a legible, clear summary document. This task deliverable includes compiling a final report document, with 1 revision.

O3 – Optional Task 3 – 30% Design of Phase 1

The design development submittal will apply technical expertise to create design solutions to schematic design problems. JAB will create a design development submittal that will be primarily AutoCAD-drafted, although some information may be hand-drawn. Illustrative drawings will be completed as a method to convey design feasibility and finished project character. A preliminary square-footage level cost estimate will be provided for the design development plan. Fees for 30% design may need to be adjusted depending on the complexity of the work.

The final deliverables for this optional task include:

1. Design Development 30% design package
2. Cost Estimate
3. Updated illustrative plan and sections
4. Product memo

O4 - Optional Task 4 – Update 2018 Park Impact Fees to include Southcenter Subarea Zone

Sieger Consulting

If desired, work with the City to revise the 2018 Park Impact Fee ordinance and rate schedule to include a zone and rates for the Southcenter Subarea.

Tukwila Pond Park Master Plan

Prepared for: City of Tukwila
 Landscape Architect: J.A. Brennan Associates, PLLC
 Project size: 25 acres
 Design Fee

Attachment B: Fee Matrix
 September 21, 2020

WORK DESCRIPTION	ITEM	Rate	JB PIC \$195.00	DC PM/SP/PLA \$135.00	TW S/PLA \$145.00	CO Planner \$110.00	JW Designer \$91.00	SV Admin \$105.00	Total JAB Hours	Total JAB Labor	Total JAB Expenses (incl. markup)	Total Slinger Consulting	Total Schemata Architects	Total John Mason Company	Total BHC	Total Health Traffic	Total Sub Consultants	Markup (10%)	Grand Total
A Project Management																			
1 Correspondence and meeting coordination	2	8							12	\$1,680	\$25						50	\$0	\$1,705
2 Scheduling & invoicing	2	3							8	\$1,120	\$25						50	\$0	\$1,135
Total	4	11	0	0	0	0	0	5	20	\$2,790	\$50	\$0	\$0	\$0	\$0	\$0	100	\$0	\$2,840
B Site Evaluation, Inventory Analysis, and Data Collection																			
1 Site visit	3	3							9	\$1,269	\$25		\$336	\$800	\$900		\$2,716	\$272	\$4,282
2 Set up Base Map	1	1							12	\$1,260	\$20						\$990	\$99	\$1,280
3 Review relevant existing site data and provide input for additional information needed	2	2							5	\$753	\$20						\$990	\$89	\$1,862
4 Limited water quality analysis based on existing data	1	1							2	\$330	\$20						\$660	\$66	\$1,076
5 Wetland research or reconnaissance	1	1							3	\$465	\$20		\$1,740				\$1,740	\$174	\$2,399
6 Wetland/critical area summary memo	2	2							4	\$558	\$20		\$1,725				\$1,725	\$173	\$2,476
7 Review future growth and population density data provided by City	1	1							2	\$330	\$20	\$150					\$150	\$15	\$515
8 Review summary of park & recreation needs from ex. Documents provided by City	1	1							4	\$516	\$20						\$536	\$50	\$536
9 Identify accessible route potentials with parking	1	1							3	\$423	\$20						\$443	\$40	\$443
10 Context map with linkage potentials and known development projects	1	1							6	\$786	\$20						\$810	\$81	\$1,697
11 Opportunities and constraints map	2	2							10	\$1,218	\$20						\$1,238	\$124	\$1,238
12 1 page tech memo (speaking points)	1	1							6	\$786	\$20						\$806	\$80	\$806
13 Review City Land Use Codes, & Parks Standards and Interpretation (Current and Proposed)	1	1							5	\$609	\$20		\$200		\$270		\$470	\$47	\$1,146
14 Environmental Analysis & Review of data	1	1							4	\$516	\$20						\$536	\$50	\$536
15 Baseline financial analysis and initial funding model	2	2							3	\$525	\$20	\$1,200					\$1,200	\$120	\$1,865
Total	20	25	0	21	0	21	0	33	78	\$10,344	\$305	\$1,350	\$536	\$800	\$3,630	\$0	\$10,461	\$1,046	\$22,156
C Vision Casting and Program Definition																			
1 Project goals	1	2							3	\$465	\$20						\$485	\$45	\$485
2 Draft Vision	2	2							9	\$1,329	\$20						\$1,349	\$135	\$1,349
3 Draft Design Principles	4	4							9	\$1,329	\$20						\$1,349	\$135	\$1,349
4 Potential program and activity list	2	4							14	\$1,674	\$20		\$336	\$800			\$1,136	\$114	\$2,944
5 Vision - Alternative Design Charter	8	8							24	\$3,384	\$120	\$1,200	\$1,008	\$1,010	\$1,125		\$5,994	\$594	\$12,041
6 One page tech memo (speaking points)	1	3							6	\$803	\$20						\$823	\$80	\$823
Total	20	21	0	21	0	21	0	33	65	\$8,984	\$220	\$1,200	\$1,344	\$2,400	\$1,125	\$0	\$7,079	\$708	\$16,991
D Alternative Development																			
1 Prepare 2 alternative plans (diagrammatic plans)	4	6							24	\$2,926	\$50						\$2,976	\$298	\$3,274
2 Prepare up to 2 sections (One per alternative)	1	3							8	\$972	\$20						\$992	\$99	\$992
3 Water quality improvement concepts	2	4							9	\$1,209	\$20				\$660		\$660	\$66	\$1,955
4 Prepare an up to 2 page tech memo (speaking points)	2	1							10	\$1,227	\$20						\$1,247	\$125	\$1,247
Total	9	0	14	5	0	14	5	23	51	\$6,334	\$110	\$0	\$0	\$0	\$660	\$0	\$660	\$66	\$7,170
E Draft Master Plan Design																			
1 Draft Concept Plan (up to 1 sheets) 1"=60'	8	10							40	\$4,990	\$100						\$5,090	\$500	\$5,090
2 Up to 2 detail area plans	1	4							19	\$2,071	\$100						\$2,171	\$217	\$2,171
3 Context map with linkage potentials and known development projects	1	1							3	\$423	\$100						\$523	\$52	\$523
4 Up to 4 draft sections	1	5							16	\$1,800	\$75						\$1,875	\$188	\$1,875
5 Up to 1 draft perspective sketch	1	2							16	\$1,674	\$75						\$1,749	\$175	\$1,749
6 Wayfinding concepts/ initial brand experience story development	2	2							5	\$651	\$25			\$2,400			\$2,400	\$240	\$3,366
7 Cost estimate for draft plan	4	8							23	\$2,900	\$25						\$2,925	\$293	\$2,925
8 Architectural Concepts - structures (massing Concepts)	1	2							3	\$465	\$25		\$1,474		\$990		\$1,474	\$147	\$2,111
9 Provide recommendations & concept for water quality enhancement	1	2							3	\$465	\$25				\$540		\$540	\$54	\$1,084
10 Preliminary identification of easements	1	2							3	\$465	\$25				\$540		\$540	\$54	\$1,084
11 Draft master Plan Design Tech Memo (up to 2 pages) (speaking points)	2	1							12	\$1,413	\$75				\$135		\$1,335	\$135	\$1,637
Total	22	39	0	39	0	39	0	74	143	\$17,317	\$700	\$0	\$1,474	\$2,400	\$1,665	\$0	\$5,539	\$554	\$24,110
F Final Master Plan Design																			
1 Final Concept Plan (up to 1 sheets) 1"=60'	7	6							27	\$3,511	\$100						\$3,611	\$361	\$3,611
2 Up to 2 detail area plans	1	4							13	\$1,513	\$100						\$1,613	\$161	\$1,613
3 Revise context map with linkage potentials and known development projects	1	3							3	\$423	\$60						\$483	\$48	\$483
4 Up to 5 final sections (4 updated and refined one new)	1	3							10	\$1,158	\$125						\$1,283	\$128	\$1,283
5 Up to 1 Perspective sketch (updated and refined)	2	2							11	\$1,209	\$100						\$1,309	\$131	\$1,309
6 Wayfinding concepts/ Customer experience diagram/ journey map	1	2							5	\$651	\$75			\$2,400			\$2,400	\$240	\$3,366
7 Cost estimate for final plan	2	6							16	\$1,961	\$75						\$2,036	\$204	\$2,036
8 Final recommendation of easements	1	2							3	\$465	\$75				\$540		\$540	\$54	\$1,134
9 Conceptual Floor Plans	2	3							3	\$465	\$75		\$600		\$540		\$600	\$60	\$1,200
10 Conceptual Elevations	1	3							3	\$465	\$75		\$1,280		\$660		\$1,280	\$128	\$1,948
11 Provide recommendations & concept for water quality enhancement	2	3							5	\$795	\$75				\$660		\$660	\$66	\$1,596
12 Concept Design Tech Memo (up to 2 pages) (speaking points)	1	3							4	\$1,332	\$75				\$660		\$660	\$66	\$1,596
Total	21	34	0	34	0	34	0	46	111	\$13,948	\$1,010	\$0	\$1,880	\$0	\$1,200	\$0	\$5,480	\$548	\$20,986
G Public and Stakeholder Involvement/ Meetings																			
1 One team / client meeting virtual Tukwila	3	3							6	\$990	\$25			\$200	\$600		\$1,550	\$155	\$2,720
2 Attend kick off meeting (combine with site visit)	3	3							9	\$1,269	\$25			\$1,600	\$900		\$3,990	\$399	\$5,689
3 Design Team Web Meetings (3 (1 hour meeting))	3	4							10	\$1,421	\$75			\$450	\$1,800		\$3,975	\$398	\$5,869

Tukwila Pond Park Master Plan

Prepared for: City of Tukwila
 Landscape Architect: J.A. Brennan Associates, PLLC
 Project size: 25 acres
 Design Fee

Attachment B: Fee Matrix
 September 21, 2020

ITEM	DESCRIPTION	JB PIC \$195,000	TW S/P/LA \$145,000	DC PM/S/PLA \$135,000	CO Planner \$110,000	JW Designer \$95,000	SV Admin \$105,000	Total JAB Hours	Total JAB Labor	Total JAB Expenses	Total (incl. markup)	Total Siegler Consulting	Total Schemata Architects	Total Watershed Company	Total John Mison	Total BHC	Total Health Traffic	Total Sub Consultants	Markup (10%)	Grand Total
4	Client progress meetings up to (5 virtual one hour meetings)	3						15	\$1,987	\$125	\$2,112							\$0	\$0	\$2,112
5	Public engagement plan	2						4	\$685	\$25	\$710							\$0	\$0	\$710
6	Support City with Outreach Survey - Questions and documentation	1						4	\$550	\$25	\$575							\$0	\$0	\$575
7	Prepare Power point for outreach meetings	6						33	\$4,068	\$25	\$4,093							\$0	\$0	\$4,093
8	Review Previous Documentation - Public community input	3						6	\$990	\$25	\$1,015							\$0	\$0	\$1,015
9	Stakeholder meetings 1, 2, & 3 (vision & goals, alternative concepts & draft plan)	13						28	\$4,476	\$200	\$4,676	\$450	\$336	\$450			\$1,236	\$0	\$1,236	\$6,036
10	Public meetings 1, 2, & 3 (vision & goals, alternative concepts & draft plan)	14						32	\$4,992	\$200	\$5,192							\$0	\$0	\$5,192
11	Up to 2 Council meetings	4						5	\$915	\$50	\$965							\$0	\$0	\$965
	Total	55	0	58	8	31	0	152	\$22,318	\$800	\$24,189	\$1,550	\$1,856	\$1,305	\$2,700	\$3,300	\$0	\$10,711	\$1,071	\$34,900
H	Phasing & Implementation Program																			
1	Phased cost estimate	1						9	\$1,077	\$25	\$1,102							\$0	\$0	\$1,102
2	Preliminary phasing plan graphic (bubble on master plan) 6 zones	1						14	\$1,564	\$25	\$1,589							\$0	\$0	\$1,589
3	Phasing strategy/recommendations memo (3 pages)	1						10	\$1,263	\$25	\$1,288							\$0	\$0	\$1,288
	Total	3	0	10	5	13	2	33	\$3,904	\$75	\$3,979	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,979
I	Economic Analysis																			
1	Memo listing potential economic opportunities and impacts	1						4	\$570	\$25	\$595							\$0	\$0	\$595
	Total	1	0	2	0	0	1	4	\$570	\$25	\$595	\$1,800	\$0	\$0	\$0	\$0	\$0	\$1,800	\$180	\$2,575
J	Identify Grant/Funding Sources																			
1	Memo listing potential funding opportunities and create funding model/alternatives for soft costs an	1						4	\$558	\$25	\$583							\$0	\$0	\$583
	Total	1	0	2	0	1	0	4	\$558	\$25	\$583	\$1,800	\$0	\$0	\$0	\$0	\$0	\$1,800	\$180	\$2,575
K	Permit Support																			
1	Assess permit requirements and impact to project feasibility	1						3	\$423	\$25	\$448							\$0	\$0	\$448
2	Environmental Permit Memo	1						3	\$465	\$25	\$490							\$0	\$0	\$490
3	Review code interpretation from City	1						3	\$465	\$25	\$490							\$0	\$0	\$490
4	Agency Site walk	4						8	\$1,320	\$25	\$1,345							\$0	\$0	\$1,345
	Total	7	0	9	0	1	0	17	\$2,673	\$100	\$2,773	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,773
	GRAND TOTAL	163	0	225	35	245	9	677	\$89,740	\$3,420	\$98,104	\$7,700	\$7,090	\$10,885	\$10,700	\$13,065	\$0	\$49,400	\$4,944	\$147,544

Optional Services: Not included in Scope of Work

O1	Traffic Analysis																			
1	Traffic Kick off							0	\$0		\$70						\$700	\$700	\$70	\$770
2	Limited traffic analysis - summary review of existing data	1		1				2	\$330		\$386						\$560	\$560	\$56	\$946
3	Ascertain trip Generation for three proposed scenarios							0	\$0		\$112						\$1,120	\$1,120	\$112	\$1,232
	Total	1	0	1	0	0	0	2	\$330	\$0	\$568	\$0	\$0	\$0	\$0	\$0	\$2,380	\$2,380	\$238	\$2,948
O2	Master Plan report documentation																			
1	Report editing and desktop publishing	2		4		6	8	20	\$2,328		\$2,328							\$0	\$0	\$2,328
2	Compile Final report	1		2		4	12	19	\$2,097		\$2,097							\$0	\$0	\$2,097
3	Review meeting	3		3		3	6	6	\$990		\$990							\$0	\$0	\$990
	Total	6	0	9	0	10	20	45	\$5,415	\$0	\$5,415	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,415
O3	30% Design Task																			
1	Phase 1 30% design package	35		135		225	1	396	\$46,080		\$46,080							\$0	\$0	\$46,080
2	Cost estimate	4		12	2	14	1	33	\$4,027		\$4,027							\$0	\$0	\$4,027
	Total	39	0	147	2	239	2	429	\$50,107	\$0	\$50,107	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,107
O4	Update 2018 Park Impact Fee Ordinance and rate schedule to include a zone and rates for the South																			
1	Revise fee 2018 Park Impact Fee Ordinance and rate schedule to include a zone and rates for the South	1		1		2	2	4	\$516		\$1,266	\$7,500	\$0	\$0	\$0	\$0	\$0	\$7,500	\$750	\$8,766
	Total	1	0	1	0	2	0	4	\$516	\$0	\$1,266	\$7,500	\$0	\$0	\$0	\$0	\$0	\$7,500	\$750	\$8,766



INFORMATIONAL MEMORANDUM

TO: Community Services & Safety Committee

FROM: David Cline, City Administrator
Jay Wittwer, Fire Chief

BY: Jake Berry, Public Safety Budget Analyst

CC: Mayor Ekberg

DATE: September 22nd, 2020

SUBJECT: Update on Fire Department's 3rd Party Review

ISSUE

This Informational Memorandum serves to update the CSS on the Consultant's activities and progress.

BACKGROUND

Per City of Tukwila Ordinance Number 2621, Attachment 2, Item 1d: "The City will hire a third-party consultant to review the Fire Department budgetary and management practices."

After requesting and reviewing Requests for Proposal and conducting virtual interviews, a committee consisting of City Staff members and the CSS Chairperson partnered with the Center for Public Safety Management (CPSM) to conduct this review.

DISCUSSION

Elements of the partnership will be categorized into three areas: Administrative, Qualitative, and Quantitative. Updates will be provided for each.

Administrative:

- The agreement has been dated as September 8th, 2020 and was fully executed September 11th, 2020.
- The execution of the agreement triggered the first of three invoices, this one in the amount of \$15,999. Tukwila received the invoice on September 16th and terms are "due upon receipt". The next payment will be invoiced "when the draft report is submitted" by CPSM.

Qualitative:

- CPSM's Mike Iacona conducted 16 of 20 virtual interviews during the week of September 14th. Only four interviews remain and should be completed the week of September 21st.
 - A list of interviewees is provided as attachment "CPSM Interview Schedule"
- Documents and memos relevant to the agreement's Scope of Services are being uploaded to CPSM's secure folders and will be reviewed and considered by the Consultant.

Quantitative:

- Call-Related Data: Administration and Legal have approved a data-set to be compiled from Valley Communications and FireRMS and uploaded to CPSM's secure folders. We expect Tukwila TIS to complete the first data upload of this kind the week of September 21st.
- Hours-Usage Data: This set is comprised of payroll-related data that will be analyzed by CPSM's quantitative team to satisfy several requests outlined within the Scope of

Services. Tukwila City Attorneys, Human Resources, and other Staff are working to define the content of the data-set to comply with policy/legal constraints.

FINANCIAL IMPACT

Project is proceeding according to Exhibit B of the Agreement and is on-budget.

Total cost of the project is \$39,999 and payments will be invoiced and issued as outlined below:

\$15,999 upon execution of the contract.

\$16,000 when the draft report is submitted.

\$8,000 upon acceptance of the final draft report.

RECOMMENDATION

Provided for informational purposes only.

ATTACHMENTS

CPSM Exhibit A – Scope of Services

CPSM Project Timeline

CPSM Interview Schedule

CPSM Exhibit A — Scope of Services

- Review the City's 2020 and 2019 " Memos to Council" and analyses of Fire Department costs and services for background information of the past ten to fourteen years of expenses and service levels as listed here:
 1. May 20, 2020 Memo to Council re: Fire Department 1st Quarter Budget Report
 2. May 18, 2020 Coronavirus Response Update: Fire Staffing and Calls for Service
 3. August 21, 2019 Memo to Council re: Tukwila Fire Special Operations
 4. August 7, 2019 Memo to Council re: Update Fire Department Fee Schedule
 5. August 7, 2019 Memo to Council re: Sources of Revenue for Fire Departments
 6. July 17, 2019 Memo to Council re: Fire Budget Discussion — Service Levels
 7. May 22, 2019 Memo to Council re: Fire Budget Discussion

- Conduct virtual interviews with a minimum of the following people/positions/ groups (if multiple members from any group below avail themselves but cannot be interviewed due to time or other constraints, City Administration will select the participant(s)):
 1. Tukwila Mayor
 2. Tukwila City Councilmembers
 - a. Can be conducted in groups or individually, at each member's discretion
 3. Tukwila City Administrator and Director of Finance, collectively
 4. Tukwila' s Director of Human Resources
 5. Tukwila Fire Chief
 6. Tukwila Fire Chief's Assistant
 7. Each of the three Tukwila Fire Battalion Chiefs in Suppression, collectively
 8. Fire Department' s Administrative Battalion Chief
 9. Tukwila Fire Marshal
 10. Tukwila Fire Department Training Captains
 - a. To be conducted as a group if both are available
 11. Two Captains from Tukwila' s Fire Department Suppression Division, to be identified by the City
 - a. Then a follow-up with one Captain' s crew, as a group
 12. A representative from King County' s Medic ALS Program
 13. A representative from Tukwila' s Payroll team that is directly responsible for working with the Fire Department
 14. President (or other member of executive team if President is unavailable) from Tukwila Fire Department's Union

- Review the Fire Department's current practices and use of leave and overtime in the department and provide recommendations for resolving excess expenditures. This analysis should include review of the following:
 1. Use of sick leave, long-term disabilities, shift changes, training, and other uses. This review will include an analysis of payroll data (regular, Kelly, vacation, sick, overtime, etc) and trends for the various functions within the Department and provide recommendations for optimization and improvement as well as areas of concern.
 2. If data from other Fire Departments become available and is provided to Consultant by the City, compare these findings with regional and national trends. This review should cover at least the last five years.

3. The sick leave use study should also include a review of up to fourteen years to capture the data for the 48/96 vs Modified Detroit schedules which took place January 2008.

- Review the Fire Department's current staffing model and service levels, including the 48/96 shift, use of Kelly days, the minimum staffing standard, and call -out procedures to determine if there are improvements that can be implemented to best use available resources.
- Review Fire Department use and costs of training, especially specialized trainings, and provide a cost benefit review. Provide options, and recommendation for future training activities.
- Based on interviews, provided documents/data, and " Tukwila Fire Department 2019 Annual Report", conduct an evaluation of the current service levels and response times. Provide recommendations on service level adjustments with associated costs and best practices for City Council direction. Report will also compare service levels currently provided by Tukwila' s Fire Department with commonly accepted standards.
- Consultant will provide its standard " Data Analysis Report".
- Review and assess Fire Department revenues currently being collected and provide recommendations for other revenue sources. These would include a review of best practices from other agencies, how to best recover costs, and implementing fees.
- Provide recommendations on creating transparent monitoring reports for Fire Department expenses and service levels that can be used by the City on a regular basis.

CPSM Project Timeline

<u>Milestone</u>	<u>Description</u>
Milestone 1 – Full execution of the agreement	Execution Date on Agreement will identify Project Launch date.
Milestone 2 – Project Launch	The Parties will participate in a kick-off meeting held via Microsoft Teams (or telephone conference). Consultant project leads will launch the project by clarifying and confirming expectations/scope of work, detailing study parameters, identifying agency point of contacts and commencing information gathering. The Consultant will also discuss any information requests or data participants wish to address.
Milestone 3a – Information Gathering and Data Extraction – 30 Days	Immediately following project launch, The Consultant Operations Leads will deliver an information request to The City. This is an extensive request that will provide The Consultant with a detailed understanding of the Departments’ operations. The Consultant will provide instructions concerning uploading materials to The Consultant’s servers.
Milestone 3b – Data Extraction and Analysis – 14 Days	Immediately following the project launch, Consultant Data Lead will submit a preliminary data request.
Milestone 3c – Data Certification – 14 days	Once the Consultant Data Assessment Team is confident the data are accurate, the Consultant will certify that they have all data necessary to complete the Scope of Work.
Milestone 4 – Data Analysis and Delivery of Draft Data Report – 30 days	Within 30 days of Milestone 3c, the Scope of Work will be completed, and a draft, unedited data report will be delivered to The City for review and comment. After the data draft report is delivered a meeting will be held via Microsoft Teams (or telephone conference) to discuss the draft, unedited data report.
Milestone 4a – City Review of Draft Data Report – 14 days	The City will have 10 days to review and comment on the draft unedited data analysis. During this time, the Consultant Data team will be available to discuss the draft report. The

	City will specify all concerns with the draft report at this time.
Milestone 4b – Final Data Report – 10 days	After receipt of the City’s comments, the data report will be finalized within 10 days.
Milestone 5 – Draft Operations Report – 30 days	Within 30 days of Milestone 4b, the Consultant’s operations team will provide a draft operations report to the City. The City will have 10 days to review and comment.
Milestone 6 – Final Report 15 days	Once the City’s comments and concerns are received by the Consultant, the final report will be delivered to the City within 10 days.

CPSM Interview Schedule

Date	Staff
9.14.2020	Jay Wittwer Fire Chief
9.14.2020	David Cline City Administrator
9.15.2020	Ben Williams Captain/Company Officer
9.15.2020	Chuck Wooley Union Representative
9.15.2020	Vicky Carlsen Finance Director
9.15.2020	Bill Rodal Training Captain
9.15.2020	Verna Seal Thomas McLeod Councilmembers
9.15.2020	De'Sean Quinn Council President
9.16.2020	Diann Martinez Asst to the Chief
9.16.2020	Elveena Narayan Payroll Coordinator
9.16.2020	Juan Padilla HR Director
9.16.2020	Kate Kruller Councilmember
9.16.2020	Allan Ekberg Mayor
9.16.2020	Jason Konieczka BC/FD Emergency Manager
9.16.2020	Ben Hayman Fire Marshal
9.16.2020	Lora Ueland-Executive Director Vonnie Mayer-Deputy Director, Valley Communications
9.22.2020	<i>Marty Roberts Battalion Chief</i>
	<i>On-duty Shift Forum</i>
9.22.2020	Keith Keller Chief, KC Medic 1
9.22.2020	Rick Burke Chief, SKCRFTC



INFORMATIONAL MEMORANDUM

TO: **Tukwila Community Oriented Policing Citizen Advisory Board**
FROM: **Bruce Linton, Chief of Police**
BY: **Bruce Linton, Chief of Police**
CC: **Mayor Ekberg**
DATE: **06/19/2020**

SUBJECT: **Tukwila Police Use-Of-Force Policy Review**

ISSUE

The #8CantWait police use-of-force reform proposal and campaign has been communicated and shared across the country at the speed of social media in the 21st century. Many agencies are scrambling to adopt significant changes to their use-of-force policies to meet the demands of their respective communities, while agencies with foresight have been making minor adjustments to fully address the rapidly evolving movement towards change. If you are an agency that embraced 21st Century Policing five years ago, you are way ahead in the race to effect change in the six pillars of 21st Century Policing.

Who initiated this doctrine and when did you begin working on it?

The 21st Century Policing doctrine began with the creation of an executive order signed by President Barack Obama on December 18, 2014 in response to the unrest in Ferguson, Missouri following the shooting of Michael Brown by a police officer. A task force was formed, and it included eleven members made up of academics, law enforcement officials and civil rights activist. From WA was then King Co Sheriff Sue Rahr, who is now the Director of the Criminal Justice Training Commission (responsible for the training and certification of all police officers and deputies in the state of WA). On May 18, 2015 the Task force produced a final document outlining the 6 pillars that define 21st Century Policing. The agency began incorporating the 21st Century Policing principals in 2017. The 6 pillars/principals are outlined in the "Background" portion of this memo and you can find a copy of the full report at:

<https://d3n8a8pro7vhmx.cloudfront.net/nacole/pages/115/attachments/original/1570474092/President-Barack-Obama-Task-Force-on-21st-Century-Policing-Final-Report-min.pdf?1570474092>

I intend to work in parallel with the Community Services and Safety Committee as I review and (when necessary) adjust the current Tukwila Use-of-Force Policies in consideration of the communicated reform proposals. A copy of the Tukwila Police Department Policy is attached absent the recent directive suspending the use of the Vascular Neck Restraint (VNR) except when an officer is faced with a deadly force situation.

Was the rethinking of using this technique in direct relation to the incident that happened nationally?

Yes. The aftermath of the George Floyd case fueled a significant outcry from communities across the country and regardless of the proper use by many agencies, and a certain level of misinformation, the vascular neck restraint (VNR) was categorized a “choke hold”.

The use of the VNR when professionally trained and applied, significantly reduced the injuries to officers and the suspects alike. It has been an approved and proven technique that we have trained and used 100% successfully without injury or complaint. In one case I can recall, saved the life of a skilled MMA and violent suspect who fought with, injured and attempted to remove an officer’s service weapon during the struggle on the ground. Both officers who struggled to take him into custody were highly trained and were able to end the fight which could have had a dangerous outcome. When one of the officers involved was asked “why did you not shoot him? (when he had his hands on the other officer’s service pistol) the officer replied, “because I did not have to.”

It remains a viable force option; however, the community has spoken and I do not believe a visual of an officer using that technique will garner the trust we are trying to achieve with our communities of color.

The Tukwila Police Department uses the Lexipol policy for the State of Washington. Lexipol provides fully developed, state-specific law enforcement policies researched and written by subject matter experts and vetted by attorneys. Policies are based on nationwide standards and are the leading content, policy and training platform for public safety and local government, enabling first responders and leaders to better protect their communities and reduce risk. (Policy Attached)

During the use-of-force policy review, I intend to review and consider recommendations from the 2017 National Consensus Policy and Discussion Paper on Use of Force. (Attached).

BACKGROUND

President Obama’s Task Force on 21st Century Policing report features 6 pillars:

1. Building Trust & Legitimacy
2. Policy and Oversight
3. Technology & Social Media
4. Community Policing & Crime Reduction
5. Training & Education
6. Officer Wellness & Safety

Since 2016, The Tukwila Police Department have embraced this philosophy that essentially is foundational to today's discussion on police reform. If you look at the police department goals during the last three years of my tenure, you will notice a

common theme where each year at least several pillars were representative of the goals selected.

Surveying the environment, anticipating change, and setting a course to navigate that change has been our strategic roadmap. As we examine our policies and practices, balanced against the #8CantWait police reform proposal, I can report that we are on the right path. I will not stop moving forward because I believe there is always room for improvement.

THE #8CantWait police reform proposal calls for:

1. The banning of chokeholds and strangleholds.
2. Required de-escalation using communication, distance, and eliminating the need to use force.
3. Required verbal warning before shooting at a civilian.

Why was this not a policy before?

It always has been a policy and practice when time and circumstances permit. For example if someone is shooting at me, they probably won't get a warning that I will be firing back; however, if someone has a gun, not pointed at me, or a knife or other dangerous weapon at a distance where I have space and time, a verbal warning is the correct initial response. The above references are what the community has been calling for and not what we necessarily have to change.

4. Requirement to exhaust all other reasonable means before resorting to deadly force.

What are some examples of alternative means to deadly force?

For example, a less than lethal impact projectile may be used if an officer is behind a barrier or if there is time and distance available with a knife wielding subject, or VNR when in extremely close proximity (with no other options) which I will allow when deadly force is warranted even though it's a low level use of force now banned except in deadly force situations.

5. Required intervention by officers to stop excessive use of force and required reporting of these incidents to a supervisor.

6. Banned shooting at moving vehicles, which can be a dangerous and ineffective tactic.

We have seen officers in other cities shoot at suspects through their patrol vehicle windshield, what is the policy for TPD?

We don't recommend this as an effective technique due to the probability of inaccurate fire due to the physical barrier and the dynamics of firing from a vehicle; however, if an officer is receiving fire which requires an immediate

response to save his or her life and is trapped in a vehicle, there is no policy that says they cannot act to save their life.

7. Required use of force continuum that limits the types of force/weapons that can be used to respond to specific types of resistance.

What other weapons are you referring to? Is there a guide for officers on when to use certain weapons at their disposal?

Taser, baton, impact weapons, pepper spray, CS Gas etc. All the force options I just highlighted are considered less than lethal and like firearms, they are justifications and requirements for their use. Justifications are based on case law, what the offender is doing and proper and reasonable use of force, which is measured by the leading case on use of force which is the 1989 Supreme Court decision in Graham v. Connor. The Court held, "...that all claims that law enforcement officers have used excessive force – deadly or not – in the course of an arrest, investigatory stop, or other seizure of a free citizen should be analyzed under the Fourth Amendment and its objective reasonableness standard..." This standard is evaluated by a three-pronged test.

1. The severity of the crime at issue

2. Whether the suspect poses an immediate threat to the safety of the officers or others

3. Whether the suspect is actively resisting arrest or attempting to evade arrest by flight

8. Required comprehensive reporting when force is used against civilians.

An analysis grounded in the 21st Century pillars will show that The Tukwila Police Department Policies on the use-of-force are balanced and addresses each of the #8CantWait reform proposals.

ANALYSIS:

GUIDING PRINCIPLES OF THE TUKWILA USE-OF-FORCE POLICY:

As stated in our policy manual, the department recognizes and respects the value of all human life and dignity without prejudice to anyone. Vesting officers with the authority to use reasonable force and to protect the public welfare requires monitoring, evaluation, and a careful balancing of all interests.

The Tukwila Police Department use-of-force policy guidelines provide a basis for officers to make professional, moral, and legal decisions based on a reasonable standard set by the U.S. Supreme court.

The constitutional requirement for the use-of-force by an officer calls for an objective reasonableness standard. Proper and reasonable use of force is measured by the leading case on use of force which is the 1989 Supreme Court decision in *Graham v. Connor*. The Court held, "...that all claims that law enforcement officers have used excessive force – deadly or not – in the course of an arrest, investigatory stop, or other seizure of a free citizen should be analyzed under the Fourth Amendment and its objective reasonableness standard..." This standard is evaluated by a three-pronged test.

Officers are sworn to protect and uphold the Constitution, what steps are being taken to ensure officers protect the Constitutional rights of the citizenry when performing their duties serving the public? Is there training to make sure officers understand when they potentially could be in violation of the Constitution? Is there punishment to those who woefully violate the Constitution rights of citizens?

Legal update training is provided to our officers on an annual basis. Our policy provides guidance on these topics. Civil rights violations are a serious issue and any willful violation will be addressed immediately. Willful civil rights violations can also be federally prosecuted.

1. The severity of the crime at issue
2. Whether the suspect poses an immediate threat to the safety of the officers or others
3. Whether the suspect is actively resisting arrest or attempting to evade arrest by flight

Other factors used to determine the reasonableness of force is listed in the Tukwila policy manual under 300.3.2.

The #8CantWait police reform proposals, along with other important topics are addressed in the following paragraphs:

USE-OF-FORCE CONTINUUMS:

The National Consensus Policy on Use of Force clearly communicate the pitfalls of use-of-force continuums beginning with the use of the term "continuum." It is often interpreted to mean that an officer must begin at one end of a range of use-of-force options and then systematically work his or her way through the types of force that follow on the continuum, such as less-lethal force options, before finally resorting to deadly force. To maintain the safety of both the officer and others, an officer might need to transition from one point on the continuum to another, without considering the options in between in a linear order. For instance, when faced with a deadly threat, it is not prudent to expect an officer to first employ compliance techniques, followed by an electronic control weapon, and only then use his or her firearm. For this reason, the use of a continuum is strongly discouraged. Instead, force models are preferred that allow officers to choose a level of force that is based on legal principles, to include the option of immediately resorting to deadly force where reasonable and necessary. The Tukwila Police Department does not use or recommend a use-of-force continuum. The

constitutional requirement for the use-of-force by an officer calls for an objective reasonableness standard.

Officers spend quite a bit of time training with their service weapon, if TPD wants to instill alternate forms of subduing suspects what is TPD stance on spending equal amounts of training that involves de-escalation and non-lethal weapons?

We provide annual de-escalation training, crisis Intervention training, defensive tactics training (hands-on tactics) Taser training, impact weapons training. Officers must be periodically trained in the use of all less than lethal weapons before use.

Upcoming: Patrol Tactics (De-escalation 8 hours annually for a total of 24 hours over a three-year period plus an additional 16 hours of crisis intervention for a total of 40 additional hours – LETSA Requirement).

Defensive Tactics (Includes open hand, Taser, impact weapon, handcuffing – 3 times per year for a total of 12 hours annually)

Crisis Intervention (2 hours annually mandatory through the CJTC)

Minimum of 8 hours specific impact weapons training with annual updates for the system carried)

BODY-WORN CAMERAS:

The Tukwila Police Department led the way for the full implementation of the bodycam in 2017 after we partnered with Axon to complete a national pilot program which integrated in-car video, bodycams and taser deployments. We led the way in the state of WA with full implementation because it was important to the agency to maintain a level of transparency with our diverse community with the focus on building trust.

What happens when officers turn off their body cameras while in the presence of suspects? What's to ensure that apprehension of suspects and carrying out of their duties are captured on camera? Are searches of suspects and suspects property done while cameras are on?

Policy require that officers activate their cameras while contacting a community member or suspect during their duties/responding to calls. If an officer fails to turn on his/her camera they could face progressive discipline. The policy is specific.

The Axon body and in-car camera is activated automatically when the patrol vehicle lights are activated. The Axon body cameras can also be activated when a taser is removed from the Axon Taser holster. In addition, the body cameras of the officers near the activated body camera will also activate. If the camera is not automatically activated, the officer conducting enforcement or investigative contact is required to activate their camera by policy. TPD selected this integrated system to allow for as much transparency as possible.

USE-OF-FORCE TRACKING & STATISTICS:

We believe that after the bodycam implementation in 2017, we saw a 50% reduction in the use-of-force. Careful monitoring over the years provides for the basis of training and adjustment in our use-of-force practices. Monitoring begins with a review of each officer's use of force, first by the supervisor, then the command staff. Each use of force is logged into The Administrative Investigations Management (AIM) database where all uses of force, complaints and Internal Investigations are completed and saved. The use of the database allows for easy retrieval of statistics and more importantly, there is an early warning/intervention component designed to alert command staff of an officer's use of force that meets a certain criterion set by the agency.

Can officers gain access to their body cam footage? If so, what's to ensure that inappropriate activities captured on cameras are not destroyed? Do officers have to log and document interactions with the public when they do so in an official capacity? Is there random review of camera footage by supervision to ensure officers are adhering to police policy?

Officers can view their footage to assist with their report writing. All access to the system is logged and password protected. If I log into the system and view a video, the system will show and time stamp that I logged in and viewed the video. Officers do not have the ability to erase video footage. Officers can only log in and view their video. The only logging an officer can do is to affix a case number to footage when a case number has been drawn. The system is tamper proof by officers. Only a few individuals, I designate have admin rights to the system.

DUTY TO INTERCEDE:

Tukwila Police policy states that, in addition to making the scene secure, officers present have a duty to intercede if they witness excessive force. If an officer believes another officer use or is using force that does not appear reasonable, they need to bring the situation to a safe resolution and report the use of force to a supervisor.

Officers may have problems or reservations reporting on fellow officers, how is the TPD going to address this issue?

It's addressed in policy. If an officer violates policy, they will be disciplined to include the possibility of termination.

CRISIS INTERVENTION TACTICS:

Officers should consider that taking no action or passively monitoring the situation may be the most reasonable response to a mental health crisis.

Once it is determined that a situation is a mental health crisis and immediate safety concerns have been addressed, responding members should be aware of the following considerations and should generally:

- Evaluate safety conditions.
- Introduce themselves and attempt to obtain the person's name.
- Be patient, polite, calm, courteous and avoid overreacting.
- Speak and move slowly and in a non-threatening manner.

- Moderate the level of direct eye contact.
- Remove distractions or disruptive people from the area.
- Demonstrate active listening skills (e.g., summarize the person's verbal communication).
- Provide for sufficient avenues of retreat or escape should the situation become volatile.

Responding officers generally should not:

- Use stances or tactics that can be interpreted as aggressive.
- Allow others to interrupt or engage the person.
- Corner a person who is not believed to be armed, violent or suicidal.
- Argue, speak with a raised voice, or use threats to obtain compliance.

The demands of Officers can be quite overwhelming when dealing with mental health crisis. Do officers could contact health care specialists to assist in resolving issues with the public when needed? What is the policy on calling those resources in when needed?

Officers received crisis intervention training every year; however, we need more options and officers know that they can call The King County Crisis Response Team, however, the team may not be readily available and a response can be delayed during a critical incident. The City of Tukwila is leveraging funding for co-responding mental health professionals to imbed with our patrol officers to add an immediate mental health response.

FORCE DE-ESCALATION:

The agency has been forward leaning in force de-escalation. During the conversation regarding I-940, the legislative mandate for the de-escalation of force, we resourced and coordinated a mandatory de-escalation training taught by a National Leading Law Enforcement Consulting Firm.

Our goal during 2018 was to build trust and legitimacy through community engagement. As we moved forward in making great strides in our efforts to reduce uses-of-force within the Tukwila Police Department, we recognized that de-escalation training and tactics is an important line of effort in reducing use-of-force incidents.

After the Law Enforcement Training and Safety Act (LETSA) was passed, Tukwila Police Department registered three Scenario-Based Trainers to attend the first iteration of the Criminal Justice Training Commission (CJTC) Patrol Tactics Instructor Course geared to teach officers the tactics of integrating de-escalation training into the use-of-force curriculum. Our recently certified instructors are working on current programming and I expect the first 8-hour module will be approved by the CJTC and trained in the 3rd quarter of 2020. If this timeline is accomplished, I believe we will (again) lead the state in LETSA de-escalation training requirements. Clear language will be added to the policy directing de-escalation tactics as required by the state mandated LETSA.

What does the long-term training look like for officers getting supplemental training? Is there consideration with providing officers some type of compensation for this increased

training? For example, if officers were designated for SWAT, they would receive an increase in pay. If officers can get a designation reflecting this training and were to be compensated, there may be more incentive to receive and maintain proficiency in this training.

Specialty officers, who are required to receive additional training and provide a 24/7 immediate response receive adequate compensation for their increased responsibilities.

LESS LETHAL FORCE:

Tukwila Less lethal force options range from impact weapons, launched chemical weapons, Oleoresin Capsicum (OC/Pepper Spray, Kinetic Energy Projectiles/Weapons and Conducted Energy Weapons (Tasers and use of impact weapons such as the baton or Kinetic Energy Weapons such as less lethal launched impact rounds.

This department is committed to reducing the potential for violent confrontations. Kinetic energy projectiles, when used properly, are less likely to result in death or serious physical injury and can be used to de-escalate a potentially deadly situation

Use of impact weapons, kinetic energy weapons, the Taser in the probe mode and the use of OC constitute a significant level of force that must be justified by a strong governmental interest that compels the employment of such force.

A verbal warning of the intended use of the device should precede its application unless it would otherwise endanger the safety of officers or when it is not practicable due to the circumstances. The purpose of the warning is to give the individual a reasonable opportunity to voluntarily comply and to warn other officers and individuals that the device is being deployed.

Officer's may use CED's in the following circumstances:

1. When a subject causes an immediate threat of harm to officers or others; or
2. When public safety interests dictate that a subject must be taken into custody, and the level of resistance presented by the subject is likely to cause injury to the officer or the subject if hands-on control tactics are used.

Mere flight from a pursuing officer without other known circumstances or factors, is not good cause for the use of the CED to apprehend an individual.

Training in the proper and ethical use of all less lethal force options is required prior to use.

We have witnessed in other cities officers using non-lethal weapons on the public in ways not intended by the manufacturer. Examples being firing rubber bullets at citizens head or directly into the body, what steps does TPD have to ensure that officers use these weapons as intended. Are commanders responsible for the actions of their officers?

I have not seen this; however, it may have been reported. Officers are specifically trained to not target tertiary and other sensitive areas when using less-than-lethal weapons.

If an officer uses proper targeting, as trained and a fleeting suspect ducks or move as the incoming projectile is in flight, they could be hit in a sensitive or tertiary area. Yes, that can happen, and it may not be deliberate.

Commanders and officers alike bear responsibility. The agency is responsible for the proper training, a commander may give the order to use less-than-lethal; however, the officer is responsible for the proper targeting.

VASCULAR NECK RESTRAINT:

A choke hold is the physical restriction of a person's airway which disrupts their breathing. A lateral vascular neck restraint (VNR is not a choke hold; regardless, it is confused with the term "choke hold." A VNR is the temporary disruption of the blood flow to the brain by compression of the carotid arteries. It normally takes 4-10 seconds with proper application to render a person unconscious which allows for safe compliant handcuffing avoiding injury to the officer and arrestee. Regardless of the success of this safe technique, the negative response from the community regarding its use (often purported as a "choke hold" has made its use untenable.

I suspended the VNR pending a full review and potential adjustment in consideration of the concerns surrounding its use unless the officer's life is at risk. When trained and used properly, the VNR allows an officer to safely take a resistive/assaultive subject into custody without having to use other intermediate level force such as punches, baton strikes, Taser applications, or impact weapons, which are all less lethal options. VNR when professionally trained and applied by a skilled officer and regulated, will temporarily subdue the combative subject resulting in no injuries to officers and the arrestee.

Continued use of the VNR will be difficult if not impossible; however, I believe law enforcement will lose a viable de-escalation tool because of mis-information associated with improper and untrained use of the variant called the "choke hold" which resulted in the deaths of several subjects.

What sort of feedback are officers relaying back to their commanders regarding this policy change?

They don't like the loss of a valuable tool that reduces injury and more importantly de-escalates potential violent encounters; however, most understand the catalyst behind the public perception and the fact that its use will further erode public trust.

DEADLY FORCE APPLICATIONS:

The Tukwila Police policy states that deadly force is justified to protect oneself or others from what he/she reasonably believes would be an imminent threat of death or serious bodily injury.

An officer may use deadly force to stop a fleeing subject when the officer has probable cause to believe that the person has committed, or intends to commit, a felony involving the infliction or threatened infliction of serious bodily injury or death, and the officer reasonably believes there is an imminent risk of serious bodily injury or death to any other person if the subject is not immediately apprehended.

Under the above circumstances, a verbal warning should precede the use of deadly force, where feasible.

What is TPD policy when deadly force is used, is there a review process, who is involved, is it just TPD staff or is there a civilian observer there as well?

Next Month, I will have Deputy Chief Drever, brief you on the Law Enforcement Training and Community Safety Act WAC 139-12 which speaks to your questions.

Essentially, as a result of I-940, WAC 139-12 is the new requirement that outlines the Independent criminal Investigation requirements (absent of TPD staff involvement) along with the requirement to have at least two non-law enforcement community members assigned to observe the investigation alongside the Chief of Police. They get to review all Press Releases before publishing, and they have the opportunity to vet the Independent Investigative Team members and identify any conflicts of interest.

SHOOTING AT OR FROM MOVING VEHICLES:

Shots fired at or from a moving vehicle are rarely effective. Tukwila Police use-of-force policy states that, Officers should move out of the path of an approaching vehicle instead of discharging their firearm at the vehicle or any of its occupants.

An officer should only discharge a firearm at a moving vehicle or its occupants when the officer reasonably believes there are no other reasonable means available to avert the threat of the vehicle, or if deadly force other than the vehicle is directed at the officer or others.

Officers should not shoot at any part of a vehicle to disable the vehicle.

TPD from this statement appears to be saying that when shooting at a vehicle, it is with the intent of killing the driver/suspect, is that accurate?

No. Shooting at a vehicle to disable it does not work. Therefore, as a last resort, and if you have no route of escaping the path of that vehicle, or if you are trying to prevent the driver of that vehicle from killing or seriously injuring another, the only alternative will be to shoot the offender to effectively stop the threat. In the above example, we shoot to stop the person from doing that which is highly injurious or deadly to another human being.

REPORTING THE USE OF FORCE:

Any use of force by a member of this department shall be documented promptly (by the end of shift, unless approved by a supervisor, completely and accurately in a case report and on a Use of Force Report form.

What is the process afterwards, is there an investigation?

A supervisor will review each use-of-force by going to the scene if available; complete a review of the documented report to include a review of bodycam and in-car video and

forward the review to the commander. The commander will review the use of force and forward up the chain of command if there is a concern otherwise it will be filed in the use-of-force database per the state retention requirements.

APPLICATION OF HANDCUFFS:

Handcuffs, including temporary nylon or plastic cuffs, may be used only to restrain a person's hands to ensure officer safety. Although recommended for most arrest situations, handcuffing is discretionary and not an absolute requirement of the Department. Officers should consider handcuffing any person they reasonably believe warrants that degree of restraint. However, officers should not conclude that to avoid risk every person should be handcuffed regardless of the circumstances.

What is the policy on vehicle stops, officers in other cities routinely remove motorists from vehicles and place them in handcuffs, what is TPD's policy on vehicle stops? Is there de-escalation training regarding vehicle stops?

During traffic stops involving the issuance of an infraction, drivers are not routinely removed from vehicles unless there is a significant articulable officer safety concern. Meaning the driver presented an active articulable threat to the officer. An officer has to justify removing an occupant from a vehicle during a traffic stop that merely involves the issuance of an infraction. We are trained to have drivers remain in their vehicle. We do not want you outside of your vehicle during traffic stops.

During an in-custody arrest situation (the person is going to jail) the officer is required to place the person in handcuffs during transport.

If an officer elected to arrest a violator by citation for a misdemeanor crime, the officer has the option; however, placing that person in handcuffs is not mandatory.

While conducting non-compliant handcuffing where a subject is face down on the ground, officers shall not place a knee on the subject's neck. A knee can be placed on the upper portion of the subject back while most of the officer's body weight is concentrated on the opposite knee resting on the ground. This technique avoids damage to the subject's neck caused by prolonged compression while it assists with stabilizing a non-compliant subject while speedily applying restraints. As soon as the restraints are applied, the subject should be assisted up and placed in a sitting position inside of a vehicle.

ANNUAL MANAGEMENT ANALYSIS OF THE USE OF FORCE:

The commander with oversight of the use-of-force training cadre shall compile and analyze the data from use-of-force reports. The intent of the analysis is to identify patterns or trends that could indicate training needs or policy modifications. A report of this analysis shall be prepared for Assistant Chief of Police.

What is the policy on officers with many uses of force complaints from citizenry? Is there a policy to ensure officers who don't meet the standards are removed from duty?

Any excessive use of force if egregious enough can result in discipline up to and including termination if the allegation is sustained. (Early warning system)

RENDERING MEDICAL AID:

Medical aid shall be obtained for any person who exhibits signs of physical stress, who has sustained a visible injury, or expresses a complaint of injury or continuing pain, or who was rendered unconscious. Any individual exhibiting signs of physical distress after an encounter should be continuously monitored until he/she can be medically assessed.

RESPONSIBILITIES FOR IMMEDIATE MEDICAL CARE:

Whenever practicable, members should take appropriate steps to provide initial medical aid (e.g., first aid, CPR and use of an automated external defibrillator (AED) in accordance with their training and current certification levels. This should be done for those in need of immediate care and only when the member can safely do so.

Are officers trained in providing Medical Aid? Can officers on-scene refuse to provide aid?

Officers are trained on basic CPR and are required by policy to render aid at the level of their training.

RECOMMENDATION

What police need is support in the following areas.

1. Funding for cognitive/emotional intelligence training such as the Cognitive Command C2 training for officers. Cognitive training has scientifically proven that an officer's mental faculties are pragmatically more important than the weapons on her or his tool belt and it can improve an officer's control of self, others, and the environment during a critical situation to improve officer/citizen safety.
2. Funding the integration of Mental Health Professionals in our patrol function to respond to persons in crisis who are suffering from Mental Illnesses with the intent to unburden the police as opposed to defunding the police.
3. Funding to support the integration of the legislative mandated training because of LETSA. LETSA calls for 24 additional hours of training in scenario-based de-escalation training and 16 hours of implicit bias, Crisis Intervention, and other training such as Cognitive Command Training.

There is generally a negative stigma from officers and their colleagues when asking for help in relation to mental counseling. Are there thoughts on making it mandatory that officers visit health care professionals periodically and passing an evaluation before resuming their duties?

There is no legal requirement to require officers to undergo periodic medical or psychological evaluations. The city and department encourage all officers to seek help if they are experiencing difficulties/increased levels of stress that is impacting their ability to carry out their duty. There are several programs in place to support our officers to include a Peer Support Program, a Psychologist and rapid access to a wide variety of resources via cell phone applications provided by the police department.

Officers have access to professional help through HR and department specific programs. TPD leadership have addressed officer wellness and safety in a significant way over the last two years to remove the stigma from individual reporting when assistance is needed. When an officer/officers witness a traumatic event, a Critical Incident Stress Debrief is customary for those involved in a group setting. In the last year, our Peer Support Program was fully implemented with future growth strategies in place. Finally, if an officer is involved in a shooting, it is mandatory to have a psychological assessment prior to returning to work.

We have seen officers in other cities cover their badge number while performing their duties. What is the policy regarding this? Officers generally have their name printed on their chest, is there a way to have their badge number embroidered on their uniform in the same fashion?

The only time Tukwila Police Officers can cover their Badge Numbers is when they are authorized by the Chief of Police during the morning of an Officer On-Duty Death. This is typically authorized for a one-week period. All Tukwila officers are required by policy to provide their name and badge number when requested. Any willful violation of our policy could result in discipline.

We have seen law enforcement in other cities in riot gear with no discernable identification. Can TPD consider making it mandatory for officers to affix a large printed patch that shows their name and has their badge number visible for the public? On their helmet as well?

We can closely examine our tactical gear to ensure our identification is affixed appropriately.

What are the criteria for the use of tear gas? If used, who is held accountable for its use? Who makes the decision to use tear gas?

The Chief of Police and or the incident commander can authorize the use of "Tear Gas." I am accountable for its use. It will only be deployed by trained personnel for the legal dispersal of individual who are actively rioting, committing assaults and or the destruction of property while refusing to disperse after appropriate warnings. Contrary to an incredible amount of misinformation, tear gas is the least intrusive of chemical agents. All tactical officers are exposed to chemical agents and although they are uncomfortable, they disperse large violent crowds while avoiding injuries to the rioters/violent protesters and officers.

The need for additional training is paramount but also costs money. It is the opinion of some, that one well-trained officer can in most circumstances equal the value of two or more officers. Is the city making the resources available to TPD to be able to implement the additional training needed to make the department better?

The State of Washington mandated increased police officer training requirements in 2019 based on LETSA. The mandate is unfunded. Law enforcement agencies, during COVID restrictions and reduced funding must still meet the requirements of the

additional 40-hour training requirement. TPD will make the adjustment with existing budgets while leveraging grant funding.

Has the city investigated pay increases to officers in lieu of additional personnel?

Every police department is experiencing budgetary challenges because of the COVID pandemic. I am sure that the various collective bargaining units come to the table and negotiate appropriate salary structures congruent with wages in the region.

Attachments:

Tukwila Police Department Policy Manual
The National Consensus Policy on Use of Force

