



INFORMATIONAL MEMORANDUM

TO: Community Services & Safety Committee

FROM: Eric Drever, Chief of Police

BY: Jake Berry, Police Budget Analyst

CC: Mayor Ekberg

DATE: August 8th, 2023

SUBJECT: Public Safety Psychological Services Grant

ISSUE

The Police Department has been awarded a no-match grant that reimburses the full cost of Officer wellness meetings with a psychologist. Due to the size of the grant (maximum of \$55,000), policy dictates that Council must provide their approval prior to execution.

BACKGROUND

In December of 2022, Council granted the Mayor authority to sign an earlier version of this same grant. Since then, nearly every commissioned member of the Police Department has benefitted from these confidential appointments with a certified psychologist that specializes in working with those within the criminal justice fields.

The term of the previous grant has expired and execution of this 2023 version will ensure our Officers continue receiving quality care for their mental health.

DISCUSSION

Funding for this grant is provided via the Washington State Criminal Justice Training Commission (CJTC) as part of its Mental Health and Wellness Program. The purpose of the program is to build resilience, prevent injuries, foster peer support, promote physical fitness and nutrition, manage stress, prevent suicides, and to spotlight physical/mental health and wellbeing.

Because the grant requires no matching on Tukwila's part, this is a unique opportunity for our Officers to continue receiving this care at no cost to the City.

FINANCIAL IMPACT

None. The grant will reimburse the City for each of the psychological visits up to \$55,000.

RECOMMENDATION

The Police Department is requesting from the Council authority for the Mayor to sign the contract. This agreement is scheduled to come before the Committee of the Whole on August 28th and the Regular Meeting that same evening.

ATTACHMENTS

CJTC Wellness Grant Agreement (as reviewed and approved by Tukwila City Attorney)

Washington State Criminal Justice Training Commission		WSCJTC Contract No. IA24-038	
		Program Index 529	
This Contract is between the State of Washington, Washington State Criminal Justice Training Commission and the Contractor identified below and is governed by Department of Enterprise Services Procurement Policies.			
Contractor Name: City of Tukwila Police Department		Contractor Address 15005 Tukwila International Blvd., Tukwila, WA 98188	
Contact: Zack Anderson			
Contact Telephone 206-431-5415		Contact E-Mail z.anderson@tukwilawa.gov	
WSCJTC Contact Information			
Manager of this contract or project. Name and Title. Susan Rogel, Grants Manager		E-mail Address Susan.Rogel@cjtc.wa.gov Telephone 206-939-8437	
Contract Start Date July 11, 2023	Contract End Date June 30, 2024	Contract Maximum Amount \$55,000	
Subcontracting Authorized? Y/N Y	Travel Expenses Authorized? Y/N Y		
FOR THE WSCJTC:		FOR THE CONTRACTOR:	
Susan Rogel	<i>Susan Rogel</i>	6/27/2023	
Manager		Date	Contractor Business Name City of Tukwila Police Department
Brian Elliott	<i>Brian Elliott</i>	6/27/2023	
Department Manager		Date	Date 6/28/2023
Monica Alexander	<i>Monica Alexander</i>	6/28/2023	
Executive Director		Date	Contractor signature <i>Eric Lund</i>
Holly White	<i>Holly White</i>	7/8/2023	
WSCJTC Contract Specialist		Date	Print Name & Title Eric Drever, Chief of Police e.drever@tukwilawa.gov

Statement of Work.

This contract was won competitively, and contract incorporates by reference the Statement of Work WSCJTC published in the Request for Proposal, which the Contractor’s proposal specifically agreed to perform.

This grant is for the purpose of establishing officer wellness programs, to include, building resilience, injury prevention, peer support, physical fitness, proper nutrition, stress management, suicide prevention, physical health, mental health supports/services and any other program that focuses on officer wellbeing.

You have been funded for Public Safety Psychological Services to provide wellness meetings for all officers and individual wellness meetings for officers who request it.

OUTCOMES, REPORTING, AND BILLING TIMELINES:

Reporting (Outcome Report) and invoice (A-19 and backup documentations – submitted in one PDF document all together) dates:

1. October 15, 2023 (July, August, & September)
2. January 15, 2024 (October, November, & December)
3. April 15, 2024 (January, February, & March)
4. July 10, 2024, **FINAL** submission (April, May, & June)

Required Outcomes to Report on:

1. **Public Safety Psychological Services – (Officers only) – Document attendance, topics if appropriate and number of sessions.**
2. **Survey officers for usefulness of services and ideas for future wellness activities. Document survey results in Final report.**

See “Attachment A” for services funded amounts.

Exclusive Agreement. This contract, with its attachments and documents incorporated by reference, contains all of the terms and conditions the parties agreed to. No other contract terms or conditions shall be deemed to exist or bind the parties. The parties signing above confirm they have read and understand this entire Contract and have the authority to enter this Contract. WSCJTC and the Contractor may amend the contract by mutual written agreement.

Payment. WSCJTC shall pay the Contractor for performance of the Statement of Work, in response to invoices specifying hours worked or work completed but shall not pay in advance. Payments are made by Electronic Funds Transfer using the bank routing information the Contractor provides.

Industrial Insurance Coverage. WSCJTC will report the Contractor to the Department of Labor and Industries (L&I) as a “non-employee covered worker” and will pay L&I insurance premiums. Any injuries the Contractor suffers in the course of performing this contract are covered by L&I. The Contractor and his/her physician should claim accordingly. If this contract authorizes subcontracting, the Contractor provides L&I coverage for any subcontract workers; WSCJTC and the State assume no liability for them.

Termination. No guarantee of work is made or implied as a result of this Contract: merely signing this contract does not guarantee the Contractor any specific amount of payment. WSCJTC may terminate this Contract by providing written notice to the Contractor. Termination shall be effective on the date specified in the termination notice. WSCJTC shall be liable for only authorized services provided on or before the date of termination.

Assignment. The Contractor may not assign this Contract, or its rights or obligations to a third party.

Confidentiality. The Contractor shall not disclose any information WSCJTC designates confidential. This contract and the Contractor's proposal, if any, become the property of the WSCJTC, subject to the Public Records Act RCW 42.56.

Disputes. If a dispute arises under this contract, it shall be resolved by a Dispute Board. The WSCJTC Executive Director and the Contractor shall each appoint a member to the Board. The Executive Director of the WSCJTC and the Contractor shall jointly appoint a third member to the Dispute Board. The Board shall evaluate the dispute and resolve it. The Board's determination shall be final and binding to all parties to this Contract.

Indemnity. Contractor agrees to hold harmless WSCJTC for any claim arising out of performance or failure to perform the contract, without regard to actual or alleged negligence by State employees.

Governing Law. This Contract shall be governed by the laws of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.

Rights in Data. Material created from this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSCJTC, including but not limited to reports, documents, videos, curricular material, exams or recordings. Such materials are subject to RCW 42.56, the Public Records Act; WSCJTC may disclose such documents in accordance with the PRA.

Severability. If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.

Waiver. A failure by the WSCJTC to exercise its rights under this contract shall not preclude WSCJTC from subsequent exercise of such rights and shall not constitute a waiver of any rights under this contract unless stated to be such in writing and signed by an authorized representative of WSCJTC and attached to the original contract.

ATTACHMENT A – SERVICES FUNDED AMOUNTS

Tukwila PD	Public Safety Psychological Services – (Police officers only)	\$55,000
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