



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

- ◆ **Dennis Martinez, Chair**
- ◆ **Mohamed Abdi**
- ◆ **Armen Papyan**

Distribution:

D. Martinez
M. Abdi
A. Papyan

Mayor McLeod
M. Wine
A. Youn
L. Humphrey

AGENDA

MONDAY, APRIL 14, 2025 – 5:30 PM

ON-SITE PRESENCE: TUKWILA CITY HALL HAZELNUT CONFERENCE ROOM 6200 SOUTHCENTER BOULEVARD	REMOTE PARTICIPATION FOR THE PUBLIC: 1-253-292-9750, ACCESS CODE: 936039108# Click here to: Join Microsoft Teams Meeting For Technical Support: 1-206-433-7155
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Item	Recommended Action	Page
1. BUSINESS AGENDA		
a. Grant Acceptance: 4Culture 2025-2027 Arts Sustained Support <i>David Rosen, Parks & Recreation Fiscal Analyst</i>	a. Forward to 4/21 Regular Meeting Consent Agenda	Pg.1
b. Grant Acceptance: National Criminal History Improvement Program (NCHIP) <i>Eric Drever, Police Chief</i>	b. Forward to 4/21 Regular Meeting Consent Agenda	Pg.19
c. Speed Camera Equity Analysis Acceptance <i>Eric Lund, Deputy Police Chief</i>	c. Forward to 4/21 Regular Meeting Consent Agenda	Pg.31
d. PD 1 st Quarter Report <i>Eric Drever, Police Chief</i>	d. Discussion Only	Pg.67
e. Tukwila Arts Commission Spring Update <i>Michael May, Parks & Recreation Manager</i>	e. Discussion Only	Pg.73
2. MISCELLANEOUS		

Next Scheduled Meeting: *May 12, 2025*



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 Committee

FROM: David Rosen, Parks & Recreation Fiscal Analyst

DATE: April 3, 2025

SUBJECT: Grant Acceptance: 2025 – 2027 4Culture Arts Sustained Support

ISSUE

The Tukwila Parks and Recreation Department has been awarded a 4Culture Arts Sustained Support Award of \$38,000 per year for Fiscal Years 2025 – 2027, totaling \$114,000. This award amount requires city council approval before the Mayor may sign the resultant contract. While being presented with the 2025 contract at this time, staff are requesting approval for the entire grant amount.

BACKGROUND

The 4Culture Sustained Support Program, provided in the areas of Arts, Heritage, Preservation, and Science and Technology, provides local organizations with programmatic funding support for their day-to-day operations. The Tukwila Parks and Recreation Department has been an awardee of the Arts Sustained Support program for several years, usually receiving about \$9,000 per fiscal year.

In late 2023, the King County Council passed the Doors Open legislation to increase funding for cultural programming via a 0.1% sales tax that went into effect April 1, 2024. This legislation allows for a large increase in funding for 4Culture programming. In Q4 2024, the Tukwila Parks and Recreation Department applied for and was awarded the newly increased Arts Sustained Support award.

DISCUSSION

As part of a recreation programming plan currently in development, the Tukwila Parks and Recreation Department paid for the performance of a statistically valid survey to determine programming importance and unmet needs per Tukwila residents, resulting in a Priority Investment Ranking (PIR). The highest PIR program identified by the survey was a Farmer's Market, scoring the maximum 200 points. When awarded the enhanced Arts Sustained Support funding, department staff began initial planning for a Tukwila Farmer's Market to launch in Summer 2025.

FINANCIAL IMPACT

This grant will be provided to the city as a reimbursement grant, where the city incurs eligible expenses and then seek reimbursement for said expenses after completion of the proposed scope of services. Therefore, acceptance of this grant creates no net General Fund inflows or outflows. Department staff will request necessary budget amendments for the FY25/26 budget to reflect this grant.

RECOMMENDATION

City staff recommend the Community Services and Safety Committee forward the FY25 grant agreement to the April 21st Regular Meeting Consent Agenda for final approval and additionally provide approval for signing of the agreements that will be executed in FY26 and FY27.

ATTACHMENTS

- A --- Grant Award Email dated 12/10/24
- B --- Proposed 4Culture Grant Contract #125137A
- C --- City of Tukwila 2025 Farmer's Market Flier

From: Elly Fetter <elly.fetter@4culture.org>
Sent: Tuesday, December 10, 2024 2:29 PM
To: David Rosen <David.Rosen@TukwilaWA.gov>
Subject: 2025 Arts Sustained Support



Dear David,

We are pleased to share great news regarding your Sustained Support application: City of Tukwila has been awarded a three-year Sustained Support grant. Thanks to the recent passage of Doors Open legislation and continued Lodging Tax revenue, 4Culture has dramatically expanded the Sustained Support program, in service of a vibrant King County where culture is essential and accessible to all. Congratulations on this well-deserved recognition!

The award amounts* for your organization are as follows:

- 2025: \$38,000.00
- 2026: \$38,000.00
- 2027: \$38,000.00

Peer panels reviewed more than 725 applications across the disciplines of Arts, Heritage, Historic Preservation and Science, and awarded a total of \$37,209,227 in Sustained Support general operating funds for 2025. Awards took budget size, geographic location, and panel feedback under consideration.

Your organization, as part of this inaugural round of historic funding, and as a vital contributor to the social wellbeing and economic development of King County, will be invited to a Celebration of King County's Cultural Sector - please look for an invitation in the coming weeks.

You will receive your 4Culture grant funds through a contract process. Learn how this works by reading through our **NEXT STEPS** guide at the end of this email. If you have any questions after reviewing the guide, please contact Bret Fetzer at bret.fetzer@4culture.org

4Culture has more programs in development now:

- New and long-standing grant programs can be found at [Grants + Artist Calls | 4Culture](#). Please note: starting in 2025, Sustained Support grant recipients are not eligible for Projects funding.
- As part of your payment request form, you will be asked to provide data about the impact of your grant through numerical and narrative-based questions. 4Culture must provide detailed reports about grant outcomes and impacts to King County Council each year. Good data is essential for the renewal of these funds. Workshops and Technical assistance for data collection and reporting will be offered - please see more below in the "Requesting Payment" section.
- A Workshop to support those whose IRS filing status may be impacted by increased revenue will be announced in Q1 2025. The content of this session will be for organizations who are currently filing a 990-N (or E-Postcards) or 990EZ and who may be moving to a new filing category.

- A Network of Support is in development to provide technical assistance and capacity building for the field, especially in moments of tremendous growth, change, and evolution. Has someone or some organization come alongside you to help your organization grow? 4Culture seeks to connect with coaches, mentors, and
- consultants who have fostered the success and sustainability of cultural organizations and practitioners in King County. Let us know who has helped you by emailing Cultural Services Liaison, Cassie Chinn at cassie.chinn@4culture.org.

On behalf of 4Culture, thank you for the work you do to create impactful cultural experiences for King County residents and visitors.

Sincerely,

Bret Fetzer, Arts Program Manager

Brian J. Carter, Executive Director

* Please note that 2026 and 2027 award amounts are subject to actual tax revenue collected and may be adjusted based on final collection figures.



GRANT INFORMATION

TEL 206.296.7580
TTY 711

101 PREFONTAINE PL S
SEATTLE WA 98104

WWW.4CULTURE.ORG

CONTRACTOR INFORMATION

City of Tukwila
6200 Southcenter Blvd
Tukwila, Washington 98188
(206) 767-2310

Your Contract #: 125137A
Arts Sustained Support - 1750
Motion #: 2024-62

PROGRAM INFORMATION

Attached is your Contract with 4Culture for \$38,000.00 for the *2025 Arts Sustained Support - LAA* project. The contract starts on 01/01/25 and ends on 12/31/25.

For questions, contact Bret Fetzer at bret.fetzer@4culture.org or (206) 263-1599.

SCOPE OF SERVICE

Contractor shall provide the following services in accordance with the application submitted to and approved by the 4Culture Board:

Support for 2025 Programs, including events or activities occurring between Jan 1, 2025, and Dec 31, 2025, provided that such Programs are open and publicized to the community. In particular, the Services include Contractor performing the activities described pursuant to the schedule described in Public Benefit section below.

Funds will be available following signature of the contract by both parties. This advance payment is necessary due to the immediate and extraordinary circumstances related to COVID-19-pandemic-related shortfalls facing cultural institutions, including Contractor. Funds are to be provided in advance of Contractor providing the Services and the resulting Public Benefits, in consideration of Contractor's agreement to provide the Services and the resulting Public Benefits pursuant to this Contract. You will be required to provide the following data and documentation:

- Narrative description of your providing the Public Benefit Services, confirming that you have provided the specific public benefits described below in 2025, including, without limitation, for example, the dates and times of events, audiences size, and provision of free or reduced price tickets or such other metrics applicable to the Public Benefit Services you will provide and the public benefits that will result therefrom.
- Samples of programs, brochures, or other marketing materials featuring the 4Culture logo, if available.
- Photos of the events and activities supported by this Grant, if available.
- The above described information and documentation shall be referred to herein as a Report.

- If your Grant Amount exceeds \$500,000, you shall submit such Reports on June 30, 2025, September 30, 2025 and December 31, 2025. If your Grant Amount exceeds \$150,000, you shall submit such Reports biennially on June 30, 2025 and December 31, 2025. If your Grant Amount is \$150,000 or less you shall submit such Report annually on December 31, 2025.
- Quantitative data on events, attendance and open hours for your organization, as applicable, for the calendar year of 2024, in order to set a data baseline for future impact reporting.
- Responses to survey questions regarding your organization and the impact of grant funds.
- In addition, you shall submit annual financial reporting, as reflected in the 990 section of your organizational profile at apply.4culture.org and annual demographic survey for your organization by October 21, 2025.

You shall include prominent acknowledgment of 4Culture in all of your publicity and promotional materials, including, but not limited to brochures, websites, press releases, programs, posters, public service announcements, flyers and advertisements. Information on the promotion must be included in each report described above. You may obtain an electronic file of 4Culture

PUBLIC BENEFIT

As a Local Arts Agency you agree to provide artistic services to the residents and visitors of your community on behalf of your city. These services can include but are not limited to: public performances, festivals, concerts, literary readings such as poetry or spoken word, youth programs, funding for artist calls and commissions, stewarding public artwork, and other related artistic activities and events for the public. Access to these events will be made accessible and available to the public.

CONTRACT TERM

The Term of this Contract shall commence on the date that both parties have signed and shall end on December 31, 2025.

CONTRACTOR INSTRUCTIONS

Please electronically sign this Contract within two weeks of receipt and return any required enclosures. You will not be able to make changes to this Contract. If there is an error in the document, or if you need to request changes in your Scope of Service or other items, please contact your Program Manager listed above.

1. **Services** – Please review the information, Scope of Work, and Public Benefit sections above carefully. These explain the services you are agreeing to provide in accordance with the application you submitted to 4Culture.
2. **Enclosures** – Please complete any required enclosures and provide them to 4Culture. Please view our [contract enclosure](#) instructions (see step 3) to download fillable forms and

get instructions on where to upload your documents.

- a. Items to be returned **at the time you sign the contract**:
 - IRS Form W-9
 - b. Please review your specific grant program requirements at 4Culture's website:
[Manage Your Award](#).
3. **4Culture Logo** – For details of the requirements for acknowledging 4Culture support, please refer to Section I, C. of the contract. The [4Culture logo](#) is available for download in PDF, EPS, and Jpeg formats.
 4. **Signature** – Follow the link in the e-mail message - you will be walked through a few simple steps to read and sign the contract at Conga Sign. A copy of the Contract will be e-mailed to you as a PDF after it has been signed by 4Culture's Executive Director.

AGENCY SERVICES CONTRACT

THIS CONTRACT is entered into by the CULTURAL DEVELOPMENT AUTHORITY OF KING COUNTY ("4Culture"), whose address is 101 Prefontaine Place South, Seattle, WA 98104-2672 and telephone number is (206) 296-7580 and the Contractor as named on the attached Grant Information Sheet. The Contractor is "cultural organization" as defined by RCW 36.160.020(3) and King County Ordinance 19710, Section 3.D.

The Doors Open program authorizes a 2024 One-Time Operational Support program and a Sustained Support program for the 2025-2031 period. Pursuant to the Doors Open Ordinance and Implementation Plan, 4Culture solicited and reviewed applications from Cultural Organizations for the 2024 One-Time Operational Support program which provides Public Benefit Services in 2025 and the 2026-2027 Sustained Support Program. By Motion #2024-62, the 4Culture board approved grants to Cultural Organizations under both programs. This Contract memorializes 4Culture's and Contractor's agreement with respect to the particular grants made by 4Culture to Contractor under the 2024 One-Time Operational Support and, for grantees not eligible for Doors Open, under the 2025 Sustained Support program.

4Culture desires to provide funds with which the Contractor shall render certain services to King County citizens for the benefit of King County citizens. As a cultural organization, Contractor's primary mission is one or more of the following: the advancement and preservation of science or technology, the visual or performing arts, zoology, botany, anthropology, heritage, or natural history and Contractor directly provides programming or experiences available to the general public. Contractor's direct provision of such programming or experiences available to the general public, as more specifically described on the Grant Information Sheet above, shall be referred to herein as the "Public Benefit Services."

The legislative authority of 4Culture has found and declared that providing funds to Contractor in consideration of the Public Benefit Services provided hereunder constitutes a public purpose with the meaning of Article VII, Section 1 of the Washington State Constitution for which public funds may properly be expended or advanced.

NOW, THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. SCOPE OF SERVICES

- A. The Contractor shall provide Public Benefit Services and comply with the requirements set forth hereinafter and in the Grant Information Sheet.

- B. Purchase of Services. Funds awarded under this Contract shall be used solely to pay the Contractor in advance for the Public Benefit Services set forth in the Program Proposal made by the Contractor, and the final agreed upon Specific Scope of Services identified by 4Culture. The work described generally by the Program Proposal and more specifically by the Specific Scope of Services, including without limitation, the identified Public Benefit Services, shall hereinafter be referred to as the "Project."
- C. Contractor agrees to acknowledge **4Culture** support in all marketing and promotional materials, websites, brochures, press releases, advertisements, signage and other related materials during the period this contract is in force, with the credit line "this project was supported in part by 4Culture" and/or by the use of the **4Culture logo**.
- D. The Contractor agrees to notify 4Culture whenever possible in advance of any public benefit Project activities.

II. DURATION OF CONTRACT

This Agreement shall commence and terminate on dates noted on the Grant Information Sheet. This Agreement, however, may be terminated earlier as provided in Section IV hereof.

III. COMPENSATION AND METHOD OF PAYMENT

A. 4Culture shall pay the Contractor the Grant Amount indicated on the Grant Information Sheet. 4Culture's payment obligations hereunder are subject to appropriation and distribution of funds to 4Culture by King County.

B. 4Culture will initiate authorization for payment after this contract has been fully executed. If all required documents have been received and verified, 4Culture shall make payment to the Contractor by June 30, 2025.

C. Contractor shall submit all Reports and other required information on or before the dates set forth in this Agreement.

D. If the Contractor fails to comply with any terms or conditions of this Contract 4Culture may shall notify the Contractor thereof and Contractor shall undertake corrective action, as specified by 4Culture. If Contractor fails to undertake such corrective action in a timely fashion to 4Culture's satisfaction in its reasonable discretion, then Contractor shall immediately repay 4Culture the Grant Amount, or such portion thereof that 4Culture reasonably determines.

IV. TERMINATION OF AGREEMENT

If, through any cause, the Contractor shall fail to provide in any manner the work or services agreed to herein or to fulfill in a timely and proper manner its obligations under this Contract or if the Contractor shall violate any of its covenants, agreements or stipulations of this Contract, 4Culture may terminate this Contract and Contractor shall immediately repay 4Culture the Grant Amount or such portion thereof as 4Culture determines in its reasonable discretion. In addition, future funding opportunities for Contractor for 4Culture programs may be limited as the result of Contractor's failure to perform the Public Benefit Services agreed to in this Contract. Prior to so terminating this Contract, 4Culture shall submit written notice to the Contractor describing such default or violation. 4Culture shall not so terminate this Contract if 4Culture determines, in its sole discretion, that Contractor has, within twenty (20) days of the date of such notice, fully corrected such default or violation. This right is in addition to and not in lieu of any other rights of 4Culture under this Contract and any other right or remedy available to 4Culture at law or in equity.

V. MAINTENANCE OF RECORDS

A. The Contractor shall maintain accounts and records, including personnel, property, financial, insurance and programmatic records and other such records as may be deemed necessary by 4Culture to ensure proper accounting for all contract funds and compliance with this Contract. All such records shall sufficiently and accurately reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract.

B. These records shall be maintained for a period of six (6) years after termination of this Contract unless a longer retention period is required by law.

VI. AUDITS AND EVALUATIONS

A. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by 4Culture and/or federal/state officials so authorized by law during the performance of this Agreement and six (6) years after termination hereof.

B. The Contractor shall provide right of access to its facilities, including by any subcontractor to 4Culture, the King County, state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. 4Culture will give advance notice to the Contractor in the case of fiscal audits to be conducted by 4Culture.

C. The Contractor agrees to cooperate with 4Culture in the evaluation of the Contractor's performance under this contract and to make available all information reasonably required by any such evaluation process. The results and records of said

evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56 (Public Records Act).

VII. PROPRIETARY RIGHTS

If any patentable or copyrightable material or article should result from the Project, all rights accruing from such material or article shall be the sole property of Contractor. Contractor agrees to and does hereby grant to 4Culture, an irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Agreement, solely for non-commercial publicity and marketing purposes. The foregoing license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of Contractor which are modified for use in the performance of this Agreement. 4Culture will not use, license, distribute or gift any of Contractor's work, material, article or method for profit.

VIII. FUTURE SUPPORT

4Culture makes no commitment to support the services contracted for herein nor guarantee regarding the success of the services and assumes no obligation for future support of the Project except as expressly set forth in this Agreement.

IX. HOLD HARMLESS AND INDEMNIFICATION

A. In providing services under this Contract, the Contractor is an independent Contractor, and shall determine the means of accomplishing the results contemplated by this Contract. Neither the Contractor nor its officers, agents or employees are employees of 4Culture for any purpose. The Contractor shall comply with all applicable federal and state laws and regulations regarding employment, minimum wages and hours, and discrimination in employment. The Contractor is responsible for determining the compensation of its employees, for payment of such compensation, and for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services. The Contractor and its officers, agents, and employees shall make no claim of career service or civil service rights that may accrue to a 4Culture employee under state or local law. 4Culture assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of the Contractor, its employees and/or others by reason of this Contract. To the extent allowed by law, the Contractor shall protect, defend, indemnify and save harmless 4Culture and its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes; (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract. The Contractor shall also defend, indemnify, and save harmless 4Culture, and its officers, agents, and employees,

from and against any and all claims made by Contractor's employees arising from their employment with Contractor.

B. To the full extent provided by applicable law, the Contractor shall protect, defend, indemnify, and save harmless 4Culture its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the acts or omissions of the Contractor, its officers, employees, and/or agents, except to the extent resulting from 4Culture's sole negligence. If this Contract is a "a covenant, promise, agreement or understanding in, or in connection with or collateral to, a contract or agreement relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate" within the meaning of RCW 4.24.115, the Contractor shall so protect, defend, indemnify, and save harmless 4Culture, its officers, employees, and agents only to the extent of the Contractor's, its officers', employees', and/or agents' negligence. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. Claims shall include, but are not limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright.

X. CONFLICT OF INTEREST

A. Chapter 42.23 RCW (Code of Ethics for Municipal Officers--Contract Interests) is incorporated by reference as if fully set forth herein and the Contractor agrees to abide by all the conditions of said Chapter. Failure by the Contractor to comply with any requirements of such Chapter shall be a material breach of contract.

B. In addition, Contractor represents, warrants and covenants that no officer, employee, or agent of 4Culture who exercises any functions or responsibilities in connection with the planning and implementation of the Specific Scope of Contract Services funded herein, has or shall have any beneficial interest, directly or indirectly, in this contract. The Contractor further represents, warrants and covenants neither it nor any other person beneficially interested in this Contract has offered to give or given any such officer, employee, or agent of 4Culture, directly or indirectly, any compensation, gratuity or reward in connection with this Contract. The Contractor shall take all appropriate steps to assure compliance with this provision.

XI. INSURANCE REQUIREMENTS

A. Contractor shall procure, at its sole cost and expense, Commercial General Liability insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the performance of work hereunder by the Contractor, his

agents, representatives, employees, and/or subcontractors. The Contractor or subcontractors shall pay the costs of such insurance. Each policy shall be written on an "Occurrence" basis.

B. Minimum Scope of Insurance shall be Insurance Services Office form number (CG 00 01)—Minimum Combined Single Limit of \$1,000,000 BI & PD with a General Aggregate per project.

C. Deductibles and Self Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, 4Culture. The deductible and/or self-insured retention of the policies shall not apply to the Contractor's liability to 4Culture and shall be the sole responsibility of the Contractor.

D. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Policies

a.) 4Culture, its officers, employees and agents are to be covered as primary additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.

b.) To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects 4Culture, its officers, employees, and agents. Any insurance and/or self-insurance maintained by 4Culture, its officers, employees, or agents shall not contribute with the Contractor's insurance or benefit the Contractor in any way.

c.) The Contractor's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Policies

a.) Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except as reduced in aggregate by paid claims, at any point during the life of this contract. No material change, or cancellation or nonrenewal of any policy required by this contract shall occur without thirty (30) days' prior written notice to 4Culture.

E. Acceptability of Insurers

Unless otherwise approved in writing by 4Culture, insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or, if not rated with Best's, with minimum surpluses the equivalent of Bests' surplus size VIII.

F. Verification of Coverage

4Culture, reserves the right to request that contractor submit the certificate(s) of insurance evidencing compliance with all requirements set forth above.

XII. NONDISCRIMINATION

A. During the performance of this Contract, Contractor shall comply with state, federal and local legislation requiring nondiscrimination in employment and the provision of services to the public, including, but not limited to: Title VI of the Civil Rights Act of 1964; chapter 49.60 RCW (the Washington state law against discrimination); K.C.C. chapter 12.16 regarding discrimination and affirmative action in employment by Contractors, subcontractors and vendors; K.C.C. chapter 12.17 prohibiting discrimination in contracting; K.C.C. chapter 12.18 requiring fair employment practices; K.C.C. chapter and 12.22 prohibiting discrimination in places of public accommodation. Without limiting the foregoing, Contractor agrees that no person shall, on the basis of basis of sex, race, color, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, age, ancestry, parental status, marital status, use of service or assistive animal, language, or geography, be denied the benefits of, or be subjected to discrimination under any of its programs or activities.

B. The Contractor shall maintain, until 12 months after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Contractor by its subcontractors and all other businesses seeking to participate in this Contract. The Contractor shall make such documents available to 4Culture for inspection and copying upon request.

XIII. GENERAL PROVISIONS

- A. Modifications. No modification or amendment of this Contract shall be valid unless made in writing and signed by the parties hereto.
- B. No Waivers. 4Culture's failure to insist upon the strict performance of any provision of this Contract or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Contract.
- C. Severability. In the event any term or condition of this Contract or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this

Contract that can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Contract are declared severable.

- D. Entire Agreement. This Contract contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous oral and written understandings, agreements, or other undertakings between the Parties.
- E. Attorneys' Fees; Expenses. Contractor agrees to pay upon demand all of 4Culture's costs and expenses, including attorneys' fees and 4Culture's legal expenses, incurred in connection with the enforcement of this Contract. 4Culture may pay someone else to help enforce this Contract, and Contractor shall pay the costs and expenses of such enforcement. Costs and expenses include 4Culture's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Contractor also shall pay all court costs and such additional fees as may be directed by the court.
- F. No County Liability For 4Culture Liabilities. 4Culture is organized pursuant to County Ordinance 14482, as amended, and RCW 35.21.730, et seq. RCW 35.21.750 provides as follows: "[All] liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority."
- G. Binding On Successors And Assigns; Memorandum Of Agreement. This Contract shall be binding upon the successors and assigns of Contractor. In 4Culture's discretion, prior to the disbursement of grant funds hereunder, the parties will execute, acknowledge and record with the King County Recorder a memorandum of this Contract in a form approved by each party, which approval shall not be unreasonably delayed, conditioned or withheld.
- H. Notices. Any notice, consent, demand, or other communication hereunder shall be in writing and shall be deemed to have been given if delivered in person or deposited in any United States Postal Service mailbox, sent by registered or certified mail, return receipt requested and first-class postage prepaid, addressed to the Party for whom it is intended as indicated on the Grant Information Sheet (as may be changed by written notice to the other

Party pursuant to this provision):

- I. Interpretation. The section and subsection captions in this Contract are for convenience only and shall not control or affect the meaning or construction of any provision of this Contract.
- J. Time. Time is of the essence with respect to the performance of all obligations of this Contract.
- K. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Washington. The venue of any suit or arbitration arising under this Contract shall be in King County, Washington and if a lawsuit, in King County Superior Court.
- L. Third Parties. Except as expressly provided herein, nothing in this Contract shall be construed to permit anyone other than the Parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.
- M. Survival. The terms and conditions of Sections II.D, VI through and including XVI shall survive the termination of this Contract and shall be continuing obligations of the parties.

4CULTURE:

CONTRACTOR:



TUKWILA FARMERS MARKET

8 WEEKEND CONCERT SERIES

Attachment C



SUNDAYS, 10 A.M. TO 2 P.M.
TUKWILA COMMUNITY CENTER
12424 42ND AVENUE SOUTH

JULY 20
PO'OKELA STREET BAND

AUGUST 3
STACY JONES BAND

AUGUST 17
AMELIA DAY

AUGUST 31
SPECIAL GUEST
TO BE ANNOUNCED

SEPTEMBER 7
SPECIAL GUEST
TO BE ANNOUNCED



Explore!

TUKWILAWA.GOV/SUMMEREVENTS



CULTURE

King County

PARKS
Your Big Backyard

CASCADE
WATER ALLIANCE

THANK YOU TO OUR GENEROUS SPONSORS



INFORMATIONAL MEMORANDUM

TO: Community Service & Safety Committee

FROM: Eric Drever, Chief of Police

BY: Rebecca Ellison, Senior Manager, Support Operations Division

CC: Mayor McLeod

DATE: April 14, 2025

SUBJECT: NCHIP Grant for 2024-2026

ISSUE

The Tukwila Police Department (PD) has been awarded the National Criminal History Improvement Program (NCHIP) Grant totaling \$248,805.00. The Federal portion is 100 percent for a two-year temporary Disposition Research Specialist position from January 1, 2025-December 31, 2026.

BACKGROUND

The Tukwila PD takes over 9,000 police reports annually. Over the years, corrections, additions, or dispositions need to be made to these cases and the associated criminal histories. Orders to vacate, seal, destroy and delete records must also be completed. In addition, as part of Tukwila PD's plan to digitize records, Tukwila booking files need to be reviewed to ensure all content has been included in Washington State Patrol records.

To continue the current level of service to the community and other agencies and make the needed changes, the Tukwila PD Records Unit needs to add one temporary FTE to complete the disposition-related tasks. This no-match grant will provide funding for the one temporary, contracted, FTE.

Tukwila PD has received this grant for several years. At the end of 2024, the department was 89 percent compliant with the disposition standard.

FINANCIAL IMPACT


There is no local share for this grant.

RECOMMENDATION

Approval is needed from the Council to enter into the grant agreement.

ATTACHMENTS

Attachment 1: NCHIP Grant Application

WASHINGTON STATE PATROL FEDERAL GRANT SUBRECIPIENT INTERAGENCY AGREEMENT Contract Summary			
WSP Agreement No. K20916		Subrecipient No.	
FEDERAL GRANT			
Federal Grant Award Name: National Criminal History Improvement Program (NCHIP)		ALN Number(s): 16.554	Award Year: 2024
Award Number: 15PBJS-24-GK-02382-NCHI	Award Date: 09/25/2024	Award Amount \$1,886,938	Performance Period 1/1/2025-12/31/2026
Is the Public Agency a subrecipient of federal assistance for the purposes of this agreement? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Is this agreement funded by a federal award for research and development? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUBRECIPIENT DETAILS			
Public Agency Name: Tukwila Police Department		Statewide Vendor Registration Number:	
Location Address: 15005 Tukwila International Blvd, Tukwila WA 98188		Mailing Address (if different from location address):	
Contact Name: Jake Berry		Universal Entity Identifier (UEI): UEQNMC26C8T3	
Contact Telephone: (206) 433-1808		Contact E-mail: PDGrants@TukwilaWA.gov	
Additional Public Agency Contact Name:		Additional E-mail Address:	
WASHINGTON STATE PATROL PROJECT MANAGER			
WSP Project Manager Name and Title: Ms. Deborah Collinsworth WSP CRD Assistant Division Commander		WSP Project Manager Address: WSP Criminal Records Division PO Box 42619, Olympia, WA 98504-2619	
Telephone: (360) 534-2102		E-mail Address: Deborah.Collinsworth@wsp.wa.gov	
WASHINGTON STATE PATROL CONTRACT PROFESSIONAL			
Contract Professional Name and Title: Mr. Adam Vigil, Contract Specialist		WSP Budget and Fiscal Services PO Box 42602, Olympia WA 98504-2602	
Telephone: (360) 596-4084		E-mail Address: Adam.Vigil@wsp.wa.gov	
SUBAWARD DETAILS			
Start Date: 2/18/2025	End Date: 12/31/2026	Maximum Expenditure Amount: \$248,805	
This Agreement, including the attached Terms and Conditions and any other documents incorporated by reference contain all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Agreement and have the authority to enter into this Agreement.			
FOR THE WASHINGTON STATE PATROL:		FOR THE PUBLIC AGENCY:	
WSP Signature	Date	Public Agency Signature	Date
Printed Name and Title For: John R. Batiste, Chief			
		Printed Name and Title	

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 12/9/10

WSP Contract No. K20916
FEDERAL GRANT INTERAGENCY AGREEMENT
Tukwila Police Department
Exhibit A
Terms and Conditions

1. Definitions.

“Agreement” means this Federal grant subrecipient agreement, including all documents attached or incorporated by reference.

“Equipment” means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals the lesser of (a) the capitalization level established by the governmental unit for financial statement purposes, or (b) \$10,000.

“Federal Granting Agency” means the federal agency that has granted the funds to WSP.

“Public Agency” means the entity performing services to this Agreement and includes the Public Agency’s officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For the purposes of this agreement, the Public Agency shall not be considered an employee or agent of WSP.

“WSP” means the State of Washington, Washington State Patrol, and its officers, directors, trustees, employees and/or agents.

2. Entirety of Agreement. This agreement consists of the following:

- a. Contract Summary
- b. Exhibit A, Terms and Conditions
- c. Exhibit B, Statement of Work
- d. Exhibit C, Special Terms and Conditions
- e. Exhibit D, Subrecipients Approved Award

3. Statement of Work. The Public Agency shall perform the services as set forth in the attached Exhibit A, Statement of Work.

4. Special Terms and Conditions. In addition to the terms contained in this Agreement, the Public Agency shall comply with the terms and conditions contained in Exhibit B, Special Terms and Conditions, which is attached hereto and incorporated herein.

5. Agreement Execution and Start Date. This Agreement shall be binding on both parties upon full execution. Upon execution of the Agreement, expenditures are eligible for reimbursement beginning with the start date listed on page one.

6. Billing Procedure. WSP shall reimburse the Public Agency according to Exhibit A, Statement of Work, for work performed to the satisfaction of the WSP Project Manager. Compensation for services rendered shall be payable upon receipt of properly completed invoices, which shall be submitted not more often than monthly to the WSP Project Manager named on the Contract Summary page. The invoice shall be in the format designated by WSP and shall include the following:

- a. description of the work performed
- b. activities accomplished
- c. progress of the project
- d. fees and expenses
- e. match amount as well as amount requested for reimbursement
- f. a copy of the Public Agency’s property record which includes the tag number that is assigned to the equipment
- g. reference to WSP’s agreement number.

The Public Agency shall submit the final invoice no later than forty-five (45) calendar days from the completion of the Project or no later than 45 days of the Agreement End Date.

7. Agreement Alterations and Amendments. WSP and the Public Agency may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and the Public Agency.

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Tukwila Police Department
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8. **Assignment.** The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express written consent of the other party.
9. **Certification regarding Debarment, Suspension or Ineligibility.** Federal funds are the basis for this Agreement. The Public Agency certifies that neither the Public Agency nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. If requested by WSP, the Public Agency shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Public Agency for this Agreement shall be incorporated into this Agreement by reference. Further, the Public Agency agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at www.sam.gov.
10. **Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
11. **Disputes.** In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: The Chief of WSP shall appoint a member to the Dispute Board. The Public Agency shall appoint a member to the Dispute Board. The Chief of WSP and the Public Agency shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding to all parties to this Agreement.
12. **Federal Funding Accountability and Transparency Act.** In order to comply with the Federal Funding Accountability and Transparency Act, the Public Agency shall provide to WSP the following information:
 - a. The Public Agency's Unique Entity Identifier;
 - b. The names and total compensation of the five most highly compensated officers of the Public Agency if the Public Agency in the preceding fiscal year received (i) 80 percent or more of its annual gross revenues in Federal awards; and (ii) \$25,000,000 or more in annual gross revenues from Federal awards; and (iii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986; and
 - c. Other relevant information specified by the U.S. Office of Management and Budget in subsequent guidance or regulation.
13. **Indemnification.** The Public Agency shall be responsible for and shall indemnify and hold WSP harmless for all claims resulting from the acts or omissions of the Public Agency and its subcontractors. WSP shall be responsible for and shall indemnify and hold the Public Agency harmless for all claims resulting from the acts or omissions of WSP and its subcontractors.
14. **Independent Capacity.** The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
15. **Monitoring**
 - a. Visits and requests for documentation. WSP is responsible for monitoring Public Agency's compliance with grant requirements. Monitoring may consist of visits to Public Agency and routine requests for project documentation.
 - b. Maintenance of Records. During the term of this Agreement and for one year following termination or expiration of this Agreement, the Public Agency shall give reasonable access to the Public Agency's place of business and records to WSP and any other employee or agent of the State of Washington or

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the United States of America for the purpose of inspecting the Public Agency's place of business and its records, and monitoring, auditing and evaluating the Public Agency's performance and compliance with applicable laws, regulations, rules and this Agreement.

During the term of this Agreement and for six years following termination or expiration of this Agreement, the Public Agency shall maintain records sufficient to document (i) performance of all acts required by statute, regulation, rule, or this Agreement; (ii) substantiate the Public Agency's statement of its organization's structure, tax status, capabilities and performance; and (iii) demonstrate accounting procedures, practices and records which sufficiently and properly document the Public Agency's invoices to WSP and all expenditures made by the Public Agency to perform as required by this Agreement.

16. **Order of Precedence.** In the event of any inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule the inconsistency shall be resolved by giving precedence in the following order to:
- a. Applicable federal and state law, regulations and rules, including those incorporated by reference;
 - b. Award of Federal Grant under which this Agreement is funded;
 - c. Exhibit D, Public Agency's Approval;
 - d. Exhibit A, Terms and Conditions;
 - e. Exhibit B, Statement of Work;
 - f. Exhibit C, Special Terms and Conditions;
 - g. Amendments hereto;
 - h. Any other provision of this Agreement.
17. **Personnel.** WSP personnel performing work under the terms of this Agreement shall be under the direct command and control of the Chief of WSP or designee and shall perform duties required under this Agreement in a manner consistent with WSP policy and regulations, and applicable federal, state and local laws. The assignment of WSP personnel under this Agreement shall be at the discretion of the Chief of WSP or designee.
18. **Savings.** In the event that funds WSP relied upon to establish this Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, WSP may immediately terminate this Agreement by providing written notice to the Public Agency. This termination shall be effective on the date specified in the notice of termination.
19. **Severability.** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement 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 Agreement, and to this end the provisions of this Agreement are declared to be severable.
20. **Single Audit Act Compliance.** If the Public Agency expends \$1,000,000 or more in federal awards from any and/or all sources in any fiscal year, the Public Agency shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Public Agency shall:
- a. Submit to the WSP Project Manager the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - b. Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
21. **Statewide Payee Registration.** The Public Agency shall register as a Statewide Payee prior to submitting a request for payment under this Agreement. The Washington State Department of Enterprise Services (DES) maintains the Statewide Payee Registration System; to obtain registration materials go to: <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>.

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FEDERAL GRANT INTERAGENCY AGREEMENT
Tukwila Police Department
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22. **Subcontracting.** Except as otherwise provided in this Agreement, the Public Agency may subcontract for any of the services provided under this Agreement with the prior, written approval of WSP. The Public Agency shall be responsible for the acts and omissions of any subcontractor.

The Public Agency agrees to comply with the Procurement Standards requirements set forth at 2 C.F.R. §§ 200.317 through 200.326 inclusive, whichever may be applicable, and with applicable supplementary Federal Granting Agency directives or regulations. If determined necessary for proper Project administration, the Federal Granting Agency reserves the right to review the Recipient's technical specifications and requirements.

23. **Termination.** Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.

24. **Waiver.** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing and signed by an authorized representative of the party and attached to the original Agreement.

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FEDERAL GRANT INTERAGENCY AGREEMENT
Tukwila Police Department
Exhibit B
Statement of Work

1. Introduction

The purpose of this Agreement is to provide Fiscal Year 2024 (FY24) National Criminal History Improvement Program (NCHIP) grant funds to the Public Agency to update and automate case outcomes from courts and prosecutors in state records and the FBI's Criminal History File.

2. Scope of Work

As described in the Public Agency's FY24 NCHIP application, the Public Agency shall fund one employee to research dispositions.

3. Project Budget

<u>Category</u>	<u>Item</u>	<u>Cost</u>
Personnel	One employee – research dispositions	\$248,805
Total Cost		\$248,805
Federal (Reimbursable) Amount		\$248,805

Indirect may be charged for total direct costs. As a local government, the Public Agency is required to prepare and retain its indirect cost proposal on file for review. If applicable, the Public Agency shall use the approved federally recognized indirect cost rate negotiated between the Public Agency and the Federal Government or, if no such rate exists, either a rate negotiated between WSP and the Public Agency, or a de minimis indirect cost rate as defined in 2 C.F.R. 200.414(f). Any changes to the indirect amount noted in the above budget will require an amendment.

The Public Agency Match may only be for allowable grant expenses. It is the Public Agency's responsibility to maintain records of the expenses used for match.

Expenditures may only occur within the categories listed above. Changes of up to 10 percent can be made without prior approval from WSP. Changes that exceed 10 percent will require the Public Agency to submit a budget change request to WSP for pre-approval.

4. Equipment Management.

- a. Equipment. Any equipment purchased under this award shall conform to Federal Granting Agency requirements.
- b. Title to Equipment. Upon successful completion of the terms of this Agreement, all equipment purchased by the Public Agency with Agreement funds will be owned by the Public Agency, or a recognized subrecipient for which a contract, subgrant agreement, or other means of legal transfer of ownership is in place.
- c. Use of Equipment. The Public Agency, or a recognized subrecipient, shall be responsible for any and all operation, maintenance, replacement, and for the safe operation of the equipment, including all questions of liability.
- d. Equipment Records. The Public Agency shall maintain Equipment records that include: a description of the Equipment; the manufacturer's serial number, model number, or other identification number, including the tag number; the source of the Equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; who holds title; the acquisition date; the cost of the Equipment and the percentage of federal participation in the cost; the location, use and condition of the Equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the Equipment. Equipment records shall be retained by the Public Agency for a period of six (6) years from the date of the disposition, replacement or transfer. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained by the Public Agency until all litigations, claims, or audit findings involving the records have been resolved. A copy of the Public Agency's record showing the above information of the purchased equipment is required when requesting reimbursement for the equipment.

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- e. Inventories. The Public Agency shall take a physical inventory of the Equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Public Agency to determine the cause of the difference. The Public Agency shall, in connection with the inventory, verify the existence, current utilization, and continued need for the Equipment. The Public Agency shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage or theft shall be investigated and a report generated. The Public Agency will develop adequate maintenance procedures to keep the property in good condition.
- f. Disposition of Equipment. The Public Agency shall contact WSP before equipment is disposed. If the Public Agency is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. When original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as follows:
- Items of equipment with a current per-unit fair market value of less than \$10,000 may be retained, sold or otherwise disposed of by the Public Agency with no further obligation to the awarding agency.
 - Items of equipment with a current per-unit fair market value of more than \$10,000 may be retained or sold and the Public Agency shall compensate the Federal Granting Agency for its share.

5. Reports.

- a. Semi-Annual Reports. The Public Agency shall submit to the WSP Project Manager semi-annual progress reports within 15 calendar days after the end of the reporting periods, which are January 1 - June 30 and July 1 - December 31, for the life of this Agreement.
- b. Final Report. The Public Agency shall submit a final report to the WSP Project Manager at the completion of the Project, documenting all relevant project activities during the entire period of support under this Agreement. The Final Report shall be in the format provided by WSP and shall include a summary and assessment of the program carried out with this Agreement, including how funds were actually used and data to support statements of progress. The final report is due no later than 30 days at the completion of the Project and no later than 30 days following the close of the Agreement.

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1. Federal Funding.
 - a. Federal funds under this award will be used to supplement and not supplant local government funds. Grant funds may be used only for the purposes in the Public Agency's approved application.
 - b. If Public Agency has other active awards of federal funds or receives other federal awards during the period of performance for this award that are to be used in part or in whole for identical costs for which funds are provided under this award, the Public Agency shall promptly notify WSP in writing of potential duplication. If so requested, Public Agency must seek budget or project modification to eliminate inappropriate duplication of funding.
 - c. All recipients of federal funds shall comply with all applicable restrictions on the use of federal funds set out in federal appropriations status.
2. Part 200 Uniform Requirements. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Federal Granting Agency in 2 C.F.R. Part 2800 (together, the Part 200 Uniform Requirements) apply to the award from the Federal Granting Agency.
3. Financial Guide. The Public Agency agrees to comply with the financial and administrative requirements set forth in the current edition of the Federal Granting Agency's Financial Guide.
4. Personally Identifiable Information (PII) Requirement. The Public Agency must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of the Federal Granting Agency grant-funded program activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The Public Agency's breach procedures must include a requirement to report actual or imminent breach of PII to WSP no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
5. Procurement contract exceeding \$150,000. The Public Agency is to obtain pre-approval from WSP for any procurement contracts that are in excess of \$150,000.
6. Requirements pertaining to prohibited conduct related to trafficking in persons. The Public Agency must comply with all applicable requirements pertaining to prohibited conduct related to the trafficking of persons. Requirements and further details are posted on OJP website at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> and are incorporated by reference here.
7. Equal Employment Opportunity Plan. The Public Agency acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if Public Agency is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Federal granting Agency, may result in suspension or termination of funding, until such time as the Public Agency is in compliance.
8. Employment Eligibility Verification. The Public Agency shall ensure that, as part of the hiring process that is funded with award funds, the Public Agency properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2). The Public Agency may choose to participate in E-Verify (www.e-verify.gov) to confirm employment eligibility for each position that will be funded by award funds.
9. Lobbying. The Public Agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.
10. Federal False Claims Act. The Public Agency must promptly notify WSP of any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for Agreement funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Agreement funds.

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Tukwila Police Department
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11. **Performance Measures.** The Public Agency agrees to provide performance related data, as outlined in the program announcement to be used to measure the results of the project.
12. **Withholding Funds.** The Public Agency understands and agrees that funds may be withheld (including funds under future awards), or other related requirements may be imposed, if the required information is not submitted on a timely basis. Funds may also be withheld if the Public Agency fails to satisfactorily and promptly address outstanding issues from audits or investigations or reviews of the Federal Granting Agency awards.
13. **Consultant Rates.** Approval of this Agreement does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by WSP prior to obligation or expenditure of such funds.
14. **Environmental Laws and Regulations.** The Public Agency agrees to comply with all federal, state, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this Agreement.
15. **Text Messaging While Driving.** Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Federal Granting Agency encourages recipients and sub recipients of Agreement funds to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this Agreement, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
16. **Conferences.** The Public Agency shall comply with all applicable laws, regulations, policies, and the Federal Granting Agency guidance governing the use of federal funds for expense related to conferences, including the provision of food and/or beverages at such conferences, and costs of attendance.
17. **Non-disclosure Agreements.** The Public Agency shall not require any employee or contractor to sign an internal confidentiality statement that prohibits or restricts the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.
18. **Federal Granting Agency Training Guiding Principles.** Any training or training material that the Public Agency develops or delivers with award funds shall adhere to the Federal Granting Agency Training Guiding Principles for Grantees and Subgrantees.
19. **Reprisal.** The Public Agency, in compliance with 41 U.S.C. 4712, shall not discriminate against an employee as reprisal for the disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule or regulation related to a federal grant.
20. **Data Rights.** The term "subject data" used in this section means recorded information, whether or not copyrighted, that is developed, delivered, or specified to be delivered under this Agreement. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to Project administration.

As authorized by 2 C.F.R. § 200.315(b), the Federal Granting Agency reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

- a. Any work developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third-party contract, irrespective of whether or not a copyright has been obtained; and

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- b. Any rights of copyright to which a Recipient, Subrecipient, or a third- party contractor purchases ownership with Federal assistance.

21. Subrecipients.

- a. General. If the Public Agency is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Public Agency shall:
 - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal. Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the Public Agency is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Public Agency and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and all Federal authorities relating to nondiscrimination.
- b. "High Risk" Designation. If the Public Agency is designated a "high risk" by a federal grant-making agency outside of the Federal Granting Agency during the course of this award, the Public Agency must disclose the fact to WSP. The Public Agency agrees to comply with any additional requirements may be imposed by the Federal Granting Agency or WSP.
- c. Overpayments. If it is determined by WSP, or during the course of a required audit, that the Public Agency has been paid unallowable costs under this or any Program Agreement, WSP may require the Public Agency to reimburse WSP in accordance with 2 CFR Part 200.
- d. The Public Agency, if a law enforcement agency, shall have been certified or in the process of being certified by an approved independent credentialing body.



INFORMATIONAL MEMORANDUM

TO: **Community Services & Safety Committee**

FROM: **Eric Drever, Chief of Police**

BY: **Eric Lund, Deputy Chief of Police**

CC: **Thomas McLeod**

DATE: **April 8, 2025**

SUBJECT: **Speed Camera Equity Analysis Acceptance**

ISSUE

City Council is being asked to accept the Speed Camera Equity Analysis that was initially presented to Council on January 13, 2025.

BACKGROUND

In September of 2021, a speed camera was installed in the city in the school zone near Showalter Middle School. In 2022, Washington State enacted Senate Bill 5974 which revised the law governing the use of Speed Safety Cameras for traffic enforcement. This bill allowed cameras to be installed near hospitals, parks, and school walking routes. Additionally, the bill required that cities conduct an equity assessment on the impact of the potential placement of new cameras prior to their installation.

The 3 proposed locations are:

- 12500 block of 50th Place S (Codiga Park)
- 14200 block of 42nd Ave S (Foster High School)
- 15000 block of 42nd Ave S (Thorndyke Elementary School)

DISCUSSION

The Equity Analysis was presented at the January 13th, 2025 Committee of the Whole meeting. Councilmembers expressed support for the cameras. After further review by the City Attorney's office, the recommendation was to bring the Equity Analysis back to the council to vote on whether to "accept" the Equity Analysis or not.

FINANCIAL IMPACT

There is no financial impact to the city related to accepting the Equity Analysis.

RECOMMENDATION

The Committee is being asked to accept the Equity Analysis and forward to the April 21, 2025 Consent Agenda.

ATTACHMENTS

Speed Camera Equity Analysis
RCW 46.63.220
COW Meeting Minutes 1/13/25



CITY OF
TUKWILA

Speed Safety Camera Equity Analysis

Eric Lund, Deputy Police Chief, Tukwila Police Department & Jo Anderson,
Inclusion and Engagement Manager, City of Tukwila

12-16-2024

Purpose

This speed safety camera equity analysis report was prepared in accordance Revised Code of Washington (“RCW”) Section 46.63.220(3). The goal of this report is to provide an analysis of equity considerations of the proposed traffic speed safety camera locations and examine whether there is a demonstrated need for such cameras. The proposed locations of the speed safety cameras (“SSCs”) are as follows:

- Codiga Park – 12500 block 50th Place S. (Public Park Speed Zone)
- Foster High School – 14200 block of 42nd Ave. S (School Speed Zone)
- Thorndyke Elementary School – 15000 block of 42nd Ave. S. (School Speed Zone)

Generally, SSCs have been shown to significantly reduce speed violations and crashes. Further, compared to traditional traffic enforcement like traffic stops, studies suggest that SSCs may address various inequities that are inherent in traffic enforcement by (1) reducing pedestrian deaths in car crashes, especially among Black, Indigenous, and People of Color (“BIPOC”) who are more affected by traffic deaths, and (2) removing social bias, such as racial profiling, by only focusing on vehicles and license plates.

Thus, at first glance, a speed safety camera program appears to be a more equitable system, as cameras initiate enforcement action objectively based on vehicle speed. However, camera placement can have a disproportionate impact on low-income and other historically marginalized communities. Careful consideration of camera placement is important to avoid unintended consequences.¹

Background

In 2019, the City of Tukwila adopted Ordinance No. 2612 authorizing the use of SSCs in school zones. Currently, the City has one SSC installed near Showalter Middle School, which became operational in September 2021. The Showalter Middle School SSC is located on S. 144th St in between Showalter Middle School and Foster High School, adjacent to the football stadium. The school zone’s 20 MPH speed limit is currently enforced solely during school hours.

In 2022, Washington State enacted Senate Bill 5974, which revised the law governing the use of SSCs for traffic enforcement. The updated legislation broadened the permissible locations for these cameras, allowing their installation near hospitals, parks, school walking routes, and at intersections with above-average crash rates. In addition, the law now requires that cities and counties conduct an equity assessment on the impact of the potential placement of the SSC prior to its installation. This equity analysis must evaluate how the camera's placement affects the local community's livability, accessibility, economic wellbeing, educational opportunities, and environmental health. Furthermore, the analysis must also show a demonstrated need for traffic cameras based on one or more of the following in the vicinity of the proposed camera location.

¹ Washington Traffic Safety Commission [Speed Safety Readiness Guide](#) 2023

Community Engagement

Before starting a SSC program, it's important to engage with the community to provide information about the new initiative and give them a chance to ask questions.² While the proposed Codiga Park location is a direct response to resident concerns, the additional school locations were proposed to the Council based on the effectiveness of the SSC at Showalter Middle School. Community support for cameras at Foster High School and Thorndyke Elementary School would benefit from engagement with students, parents, educators, and surrounding residents. Offering transparent information and open dialogue about SSCs will give people an opportunity to have their questions answered and ideas heard.

For the proposed Codiga Park location, there has been a mix of community engagement and discussion at Council Meetings with Allentown residents. A community group named Allentown Advocates was formed after the Allentown Bridge was closed due to a collision. This group has highlighted several issues, including the problem of speeding vehicles. Members of the police department regularly attend these meetings. In addition, at the January 3, 2022 Council Meeting, Allentown residents provided public comment about many traffic related issues, including excessive speed in their neighborhood. The idea of Park Safety Zone speed cameras was further discussed at Council Committee Meetings in August of 2022.

For the proposed Foster High School and Thorndyke Elementary School locations, Council discussed placing cameras in these locations at the September 26, 2022 Committee of the Whole meeting. At the meeting, several clarifying questions were asked by councilmembers, with an emphasis on the importance of reaching a balance between disproportionately impacting vulnerable communities and enforcing laws against speeding to ensure public safety. It was noted during this meeting that the operational speed camera near Showalter was effective. Speed violations were reduced by 59% by the end of the 2021 school year. During the October 3, 2022 meeting, council voted 6-1 in favor of acquiring additional school zone cameras.

About the Proposed Locations

The three proposed locations are aligned with RCW 46.63.210, RCW 46.63.220, and TMC Chapter 9.53, which designates the zones as subject to specified restrictions and penalties and allows installation. Deploying cameras in such locations are most likely to protect vulnerable road users, such as students travelling to and from school as well as children, older adults, people on wheels – wheelchairs and scooters, strollers, bicycles, etc. to and from the park.

Codiga Park - 12500 50th Pl S

Codiga Park is located in the Allentown neighborhood of Tukwila. This is generally contained within U.S. Census Tract 263 according to the United State Census Bureau. **(ANNEX A)**

An estimated 74% of residents in this neighborhood tract are people of color.³ They are more likely to identify as Asian or White, have a higher median household income, and a lower poverty rate as

² Washington Traffic Safety Commission [Speed Safety Readiness Guide](#) 2023

³ American Community Study (ACS) 2022 5-year estimate

compared to residents in the entire City of Tukwila. The number of residents under the age of 18 is 20% higher than the rate in Tukwila and those over 65 is a percentage higher than the City. **(ANNEX B)**

Data pulled from recent speeding infractions issued by Tukwila PD officers in the Allentown neighborhood show that many non-Tukwila residents use S. 129th Pl, 50th Pl S., and S. 124th St as a cut-through to avoid traffic. The zip code 98178 and Seattle was listed as the highest home address for those that were issued a speeding infraction by officers. The Zip Code 98178 encompasses a large area of Seattle and has a higher median household income than Allentown (\$96,875 vs \$83,958)⁴

Thorndyke Elementary School – 15000 42nd Ave S

The proposed installation of a school zone speed camera near the school walk zone of Thorndyke Elementary School is in the 15000 block of 42nd Ave S. According to the Washington Office of Superintendent of Public Instruction (OSPI), there were 375 students enrolled at Thorndyke Elementary School during the 2023-24 academic year. Approximately 91.5% of the school's student population are low-income, and students are more likely to identify as Hispanic/Latino and Black/African American.⁵

The area around Thorndyke Elementary School is generally contained in U.S. Census Tract 282 according to the United States Census. **(ANNEX C)**. Based on the demographics of this neighborhood the analysis found that residents within this neighborhood tract are more likely to identify as Hispanic/Latino, Black, Asian, or White. This area has a lower median household income and a lower poverty rate as compared to residents of Tukwila. **(ANNEX D)**

Foster High School – 14200 42nd Ave S.

The proposed installation of a school zone speed camera near the school walk zone of Foster High School is on 42nd Ave S in the 14000 block. According to OSPI, there were 896 students enrolled at Foster High School during the 2023-24 academic year. Approximately 78.3% of the student population are low-income, and students are more likely to identify as Hispanic/Latino, Black/African American, and Asian.

This area is generally contained in U.S. Census Tract 272 according to the United States Census. **(ANNEX E)**. Based on the demographics of this neighborhood the analysis found that residents within this neighborhood tract are more likely to identify as Hispanic/Latino, Black, Asian, or White. This area has a lower median household income and has a higher poverty rate as compared to residents in the entire City of Tukwila. This neighborhood also has a higher percentage of residents under the age of 18 compared to the City of Tukwila and King County. **(ANNEX F)**

Equity Considerations and Opportunities

Impact on Livability

General Equity Considerations: In many cities, there is a history of underinvestment in transportation infrastructure in low-income communities and communities of color. Higher income and predominately white neighborhoods are more likely to have better road engineering that naturally moderates vehicle speed. Legacy systems that didn't fully consider environmental or community impact, on the other

⁴ <https://censusreporter.org/profiles/14000US53033026300-census-tract-263-king-wa/>

⁵ <https://reportcard.ospi.k12.wa.us/ReportCard/ViewSchoolOrDistrict/101401>

hand, have resulted in highways and other arterial roads with higher speeds running through historically marginalized communities. In these communities, installing a speed safety camera may further penalize the residents for the city's lack of investment in road engineering in that neighborhood.⁶

Opportunities: Speed cameras can enhance livability by reducing traffic speeds and improving road safety. This can lead to fewer accidents, injuries, and fatalities, making neighborhoods safer for residents, particularly for pedestrians. Enhanced safety can also contribute to a more pleasant and peaceful living environment.

Measure the effectiveness and impact of the program. Seek permanent solutions. If the installation of cameras does not reduce speed violations in the proposed areas, the City should consider other alternatives, such as traffic calming and road design. "Self-enforcing roadways are a preferred strategy for reducing vehicle speed."⁷ Revenue from the traffic safety camera program should be invested towards permanently solving the problem through improved engineering or other long-term solutions.

Estimated Impact of SSC Locations on Livability:

1. Codiga Park Location

A SSC at this location is expected to have a positive impact on livability across all segments of the community. By promoting safer vehicle speeds in this neighborhood, a SSC at this location will enable community members to ingress and egress their homes in a safer manner and enjoy a more peaceful living environment. This is particularly important in the Allentown neighborhood, which already experiences a larger volume of traffic associated with the nearby BNSF Intermodal Facility and non-City residents using local streets as a cut-through to avoid traffic.

2. Thorndyke Elementary School Location

A SSC at this location is expected to have a positive impact on livability across all segments of the community. By promoting safer vehicle speeds in this neighborhood, a SSC at this location will enable community members to ingress and egress their homes in a safer manner and enjoy a more peaceful living environment.

3. Foster High School Location

A SSC at this location is expected to have a positive impact on livability across all segments of the community. By promoting safer vehicle speeds in this neighborhood, a SSC at this location will enable community members to ingress and egress their homes in a safer manner and enjoy a more peaceful living environment.

Impact on Accessibility

General Equity Considerations: Accessibility is generally understood to be the ability for a person with a disability to use or understand something with reasonable effort and safety. This means that a person

⁶ Washington Traffic Safety Commission [Speed Safety Readiness Guide](#) 2023

⁷ Washington Traffic Safety Commission [Speed Safety Readiness Guide](#) 2023

with a disability should be able to access the same services, information, and interactions as someone without a disability.

Opportunities:

Properly placed speed cameras can improve accessibility by ensuring that roads are safer and more predictable for all users. Again, revenue from the traffic safety camera program should be invested towards permanently solving the problem through improved engineering or other long-term solutions.

Further, it is important that drivers and pedestrians are aware of the changes. At SSC locations the City should use plain and clear signage, find ways to communicate with diverse language groups, and ensure the administration of traffic infractions in accessible ways (e.g., online, mail, readable text, etc.).⁸

Estimated Impact of SSC Locations on Accessibility:

1. Codiga Park Location

A SSC at this location is expected to have a positive impact on accessibility across all segments of the community. In the Allentown neighborhood, there are very few sidewalks, which means that pedestrians including people on wheels – wheelchairs and scooters, strollers, bicycles, etc. must use the shoulder. To access Codiga Park, pedestrians would most likely need to use a soft shoulder with vehicular traffic buzzing by. This is especially true in the proposed school zone locations as 42nd Ave S is a highly traveled roadway and many students either walk along it or cross it to get to their school. The placement of a SSC in this location is expected to increase accessibility in the surrounding neighborhood.

2. Thorndyke Elementary School Location

A SSC at this location is expected to have a positive impact on accessibility across all segments of the community, especially families and children. Accessibility is particularly important near schools, parks, and community centers, where reduced speeds facilitate safer access for students. For this location in particular, most (if not all) students that attend Thorndyke Elementary School are younger, and, therefore, the most at-risk to be injured or killed by vehicles travelling at high rates of speed.

3. Foster High School Location

A SSC at this location is expected to have a positive impact on accessibility across all segments of the community, especially families and children. Accessibility is particularly important near schools, parks, and community centers, where reduced speeds facilitate safer access for students.

Impact on Economics

General Equity Considerations: Speed cameras can have mixed effects on the local economy. On one hand, reduced traffic accidents can lower healthcare and property damage costs, benefiting local economies. On the other hand, fines from speed cameras is a financial burden for some.

⁸ Adapted from the City of Lake Forest Park Traffic Speed Safety Camera Equity Impact Analysis produced by ECONorthwest

It is important to ensure the equitable distribution of both the economic benefits and the burdens of speed safety cameras in the areas where they are located. Commuters, who are relatively more diverse and have lower incomes than the residents of the SSC's surrounding neighborhood, may experience a disproportionate financial burden from SSC placement and speed zone enforcement.⁹

Opportunities: [RCW 46.63.220](#) adds other traffic camera revenue use restrictions based on a jurisdiction's population. Jurisdictions with populations of *10,000 or more* must spend at least a proportionate share of their traffic safety camera revenue (excluding program operation costs) on undertaking the permitted traffic safety activities in census tracts with household incomes in the lowest quartile (determined by the most currently available census data) and in areas that have injury crash rates above the jurisdiction's average.

Additionally, [RCW 46.63.220\(16\)](#) and Tukwila Municipal Code Chapter 9.53 sets the penalty for safety cameras violations at a maximum of \$145, and may double for a school speed zone camera. The City has already adopted the practice of issuing a warning for first violation. While Tukwila Municipal Court has a history of considering equitable approaches to reducing monetary penalties, beginning June 6th, 2024 the City will also comply with [RCW 46.63.220\(15\)](#), allowing recipients of state public assistance to request 50% reduced penalties. Jurisdictions may also consider other options and alternatives for low-income violators not receiving state assistance such as:

- Due date extensions
- Payment plans
- Community service
- Traffic safety education

Estimated Impact of SSC Locations on Economics:

1. Codiga Park Location

A SSC at this location is not expected to have a significant disproportionate impact on lower income individuals. The majority of the residents that live near this location have a higher median household income and a lower poverty rate as compared to other residents in the City of Tukwila. However, historically, most of the speeding infractions issued by the Tukwila Police Department this neighborhood were actually issued to individuals who live outside of the City. Most of the individuals cited for speeding listed their zip code as 98178, which encompasses a large area of the City Seattle and recent data indicates that residents that live in this area have a higher median household income than those that live near this location (\$96,875 vs \$83,958).

2. Thorndyke Elementary School Location

A SSC at this location is expected to have a slight disproportionate impact on lower income individuals. The median household income in this area is lower than the median income for City of Tukwila resident. But, the poverty rate is also lower than the Citywide rate. This suggests that the residents that live near this location have less economic power, but not quite in poverty.

⁹ City of Lake Forest Park Equity Analysis produced by ECONorthwest

3. Foster High School Location

A SSC at this location is expected to have a slight disproportionate impact on lower income individuals. The median income of residents in this neighborhood is lower than the median income of all City of Tukwila residents. In addition, this area also has a greater poverty rate when compared to the City's average poverty rate. However, the difference, while significant, is not major. According to recent census data, the median household income in this neighborhood is \$9,091 less than the median income of all City residents, and an poverty rate increase of 3.1%. Homeownership rate is also significantly higher in this neighborhood, which means that residents in this area are not subject to increasing rents. As a result, the placement of a SCC in this location may have a disproportionate impact on lower income individuals.

Impact on Educational Opportunities

Equity Consideration: Children's ability to get to school in a safe and timely manner is crucial to their educational attainment.

Opportunity: By improving road safety, speed cameras can contribute to safer routes for students traveling to and from schools. This can positively influence school attendance and overall student well-being, as parents may feel more confident allowing their children to walk or bike to school. 42nd Ave S is a main north/south route with steady traffic volumes. Children are present before and after school. In the case of the location near Foster High School, many students will cross 42nd Ave S, but not at a controlled intersection, on their way to and from school. Reducing speed at this location will reduce collisions and near misses to pedestrians.

Estimated Impact of SSC Locations on Educational Opportunities:

1. Codiga Park Location

A SSC at this location will not have an direct positive impact on educational opportunities. Although this location is not near a school or other educational facility, the number of residents, under the age of 18, in this neighborhood is 20% higher than the rate in Tukwila. Therefore, it is expected that by enabling more stringent enforcement of speed in this area, the placement of a SSC in this location will better enable children to ingress and egress to their nearby school in a safe and timely manner.

2. Thorndyke Elementary School Location

A SSC at this location will have a significant positive impact on educational opportunities. The proposed location of this SCC will be near the school walk zone of Thorndyke Elementary School in the 15000 block of 42nd Avenue South. The close proximity of the camera to the school will help ensure that children are able to attend the school in a safe and timely manner.

3. Foster High School Location

A SSC at this location will have a significant positive impact on educational opportunities. The proposed location of this SCC will be near the school walk zone of Foster High School is on 42nd

Ave S in the 14000 block. The close proximity of the camera to the school will help ensure that children are able to attend the school in a safe and timely manner.

Impact on Environmental Health

General Equity Considerations: Historically, the disproportionate burden of environmental harm is experienced by marginalized communities.

Opportunity: Speed cameras can indirectly benefit environmental health by promoting smoother traffic flow and reducing aggressive driving behaviors. This can lead to lower vehicle emissions, as smoother driving reduces fuel consumption and greenhouse gas emissions. Additionally, safer roads can encourage more people to walk or bike, further reducing environmental impacts.

Estimated Impact of SSC Locations on Educational Opportunities:

1. Codiga Park Location

An SSC at this location will have a positive impact on environmental health across all segments of the community. An SSC will promote slower vehicle speeds, thereby reducing the likelihood of traffic collisions, fuel consumption, and the emission of greenhouse gases.

2. Thorndyke Elementary School Location

A SSC at this location will have a positive impact on environmental health across all segments of the community, especially families and children. A SSC will promote slower vehicle, thereby reducing the likelihood of major traffic collisions, fuel consumption, and the emission of greenhouse gases. This positive effect will greatly benefit students attending the Thorndyke Elementary School, who are particularly vulnerable to these negative effects on environmental health due to their age, size, and mobility.

3. Foster High School Location

An SSC at this location will have a positive impact on environmental health across all segments of the community, especially families and children. A SSC will promote slower vehicle, thereby reducing the likelihood of major traffic collisions, fuel consumption, and the emission of greenhouse gases. This positive effect will greatly benefit students attending the nearby Foster High School, who are particularly vulnerable to these negative effects on environmental health due to their age, size, and mobility.

Speed Data Analysis

To determine whether there is a demonstrated need for SSCs at the proposed locations, the Police Department conducted a speed data analysis of the Codiga Park, Thorndyke Elementary School, and Foster High School locations. This analysis included speed studies and a review of recent speeding tickets and crashes that occurred in the area. Speed and crash data is particularly important to consider because “the average risk of severe injury for a pedestrian struck by a vehicle reaches 10% at an impact speed of 16 mph, 25% at 23 mph, 50% at 31 mph, 75% at 39 mph, and 90% at 46 mph. The average risk of death for a pedestrian reaches 10% at an impact speed of 23 mph, 25% at 32 mph, 50% at 42 mph,

75% at 50 mph, and 90% at 58 mph.”¹⁰ In sum, the results of the analysis showed a high percentage of vehicles are speeding at dangerous rates in all three proposed locations.

Speed Studies

Speed studies were conducted at the three locations in 2022 using speed measuring devices (**Tables 2a – 2c**). As illustrated below, the data shows that every day more than half of the total vehicles were traveling at least 11MPH more than the posted speed limit.

Table 2a: Codiga Park

	Sunday 7/31/22	Monday 8/1/22	Tuesday 8/2/22
Total vehicle count	2134	3021	3189
11+ MPH over the limit	1548	1747	1962
Percent	72%	57%	61%

Table 2b: 15000 42nd Ave S (Thorndyke Elementary School) – School Zone

	Wednesday 12/14/22	Thursday 12/15/22	Friday 12/16/22
Total vehicle count	1177	1001	1055
6+ MPH over the limit	607	584	561
Percent	51%	58%	53%

Table 2c: 14200 42nd Ave S (Foster High School) - School Zone*

	September 2022 Daily Average	October 2022 Daily Average
Total Vehicle Count	1077	1337
6+MPH over the limit	682	613
Percent	63%	45%

* The data near Foster High School (**Table 2c**) was conducted with the permanently mounted speed radar signs that were always turned on. The data in Table 3c is the daily average as opposed to actual count in Table 2a and 2b.

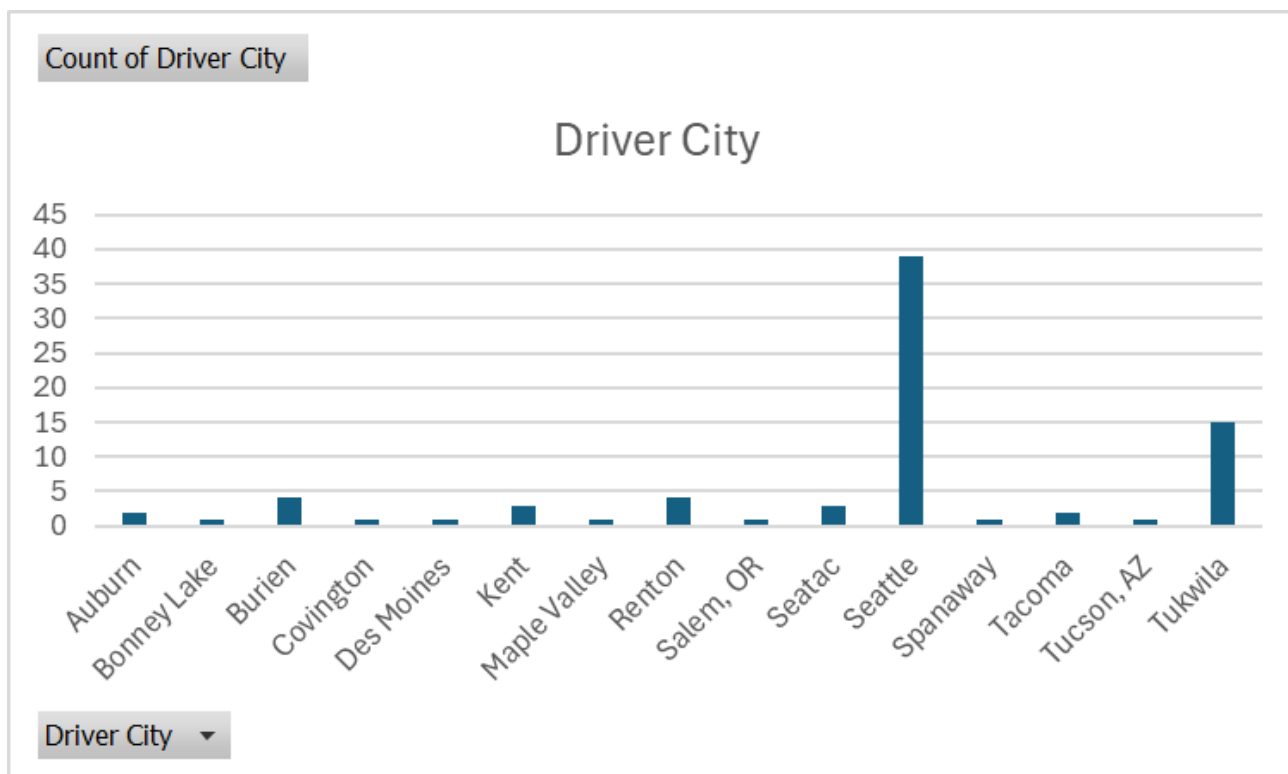
Recent Speeding Ticket Analysis – Allentown

The Police Department also analyzed speeding ticket data for the Allentown neighborhood between 7/15/24 and 9/19/24 (**Table 1**). Altogether, the Police Department’s Traffic Unit issued 79 speeding infractions during this period. To better understand the impact of a SSC at the Codiga Park location, the Police Department collected and analyzed the city listed as the home residence of the driver of the speeding vehicle.

¹⁰ Tefft, B.C. (2011). *Impact Speed and a Pedestrian’s Risk of Severe Injury or Death* (Technical Report). Washington, D.C.: AAA Foundation for Traffic Safety.

Forty of the 79 speeding drivers, who were issued speeding infractions, listed a Seattle address as their home (about 50% of the total). Tukwila follows with 15 entries (about 19% of the total). Other cities, including SeaTac, Burien, Renton, and others, have significantly fewer occurrences, ranging from 1 to 4 entries each.

Table 1: City of Residence of Speeding Violators – Codiga Park Location



The data shows that a significant majority of drivers who received speeding infractions during this time-period reside in Seattle, specifically ZIP code 98178. Out of the total entries, Seattle ZIP codes account for a substantial portion of the citations. During rush hour on I-5, it is believed that many motorists use Allentown as a cut-through to I-405 to avoid daily freeway congestion. Addressing this issue in Allentown could enhance road safety and reduce the frequency of speeding infractions in the area.

Crash Data

An analysis of crash data over the past 5 years (2019-2023) near the proposed locations (**ANNEX G**) found that 42nd Ave S. has had a high level of crashes between S. 140th St and Southcenter Blvd. There is a significant number of students traveling on 42nd Ave S Thorndyke Elementary School and Foster High School are both near 42nd Ave S. Especially near the high school, many students will cross 42nd Ave S at places other than the controlled intersection. With the number of crashes all along 42nd Ave S., it is extremely important to keep vehicle speeds low for the safety of our students. The two locations are already clearly marked school zones by signage, but, as the speed study shows (**page 6**), approximately 50% of the vehicles exceed the speed limit by 6MPH or more. The yearly average of collisions along 42nd Ave S in the past 5 years is 17.2 crashes per year.

The crash data near Codiga Park is much lower. There have been a total of 17 crashes in the past 5 years along S. 129th St and S. 124th St. This is an average of 3.4 crashes per year. Although the crash data is minimal compared to the other locations, the Codiga Park speed data shows that well over 50% (in one day over 70%) of the vehicles are traveling 11MPH or more over the posted speed limit (**page 5 – Table 2a**).

Speed Camera Deployment

The following steps are required or encouraged either by Washington State Law or best practices.¹¹

- **Signage** – The law requires that signs notifying drivers of speed safety cameras be installed at least **30 days prior** to activation of the camera.
- **Warnings** – Cities should consider establishing a period of time after installation (usually 30 days) when all violators receive a warning. This was the practice after installing the school zone speed camera near Showalter Middle School in 2021.
- **Enforcement tolerance threshold** – NHTSA recommends a threshold of up to 11MPH on most roads, and no less than 6MPH in school zones and other locations with lower speed limits where pedestrians and children might be present, such as neighborhoods, playgrounds, and parks.¹²
- **Due Process** – The agency managing the SSC program has adequate staffing to send out timely notice. State law requires the infraction be mailed to the registered owner within 14 days of the violation.

City Staffing

If the three proposed locations are approved by council, this will increase the number of infractions and time needed by court staff to process and adjudicate. Tukwila Municipal Court staff relayed that they believe that they have the appropriate amount of staff to handle the increase.

Summary

The City of Tukwila is planning to implement new cameras to enhance public safety by reducing speeding in key areas. To ensure the initiative is equitable, the city has focused on placing the cameras in locations with a high potential for accidents or traffic violations, while considering the demographic diversity of the neighborhoods affected. This ensures that the benefits, such as safer streets, are fairly distributed across different communities while potential harms, such as financial burden, are mitigated.

The placement and deployment of these cameras are informed by best practices in equitable traffic management, drawing on national research and local data. These steps help ensure that the program addresses both safety concerns and social fairness, while improving the overall quality of life for all Tukwila community members.

From the analysis, equity considerations and opportunities were identified in the areas of livability, accessibility, economics, education, and environmental health. The City will adhere to state

¹¹ Washington Traffic Safety Commission [Speed Safety Readiness Guide](#) 2023

¹² National Highway Transportation Safety Administration. (2008, March). Speed Enforcement Camera Systems Operational Guidelines.

requirements and consider additional opportunities to increase equity and mitigate burden for those most impacted by disparities. Identified opportunities to increase equity in the proposed locations include:

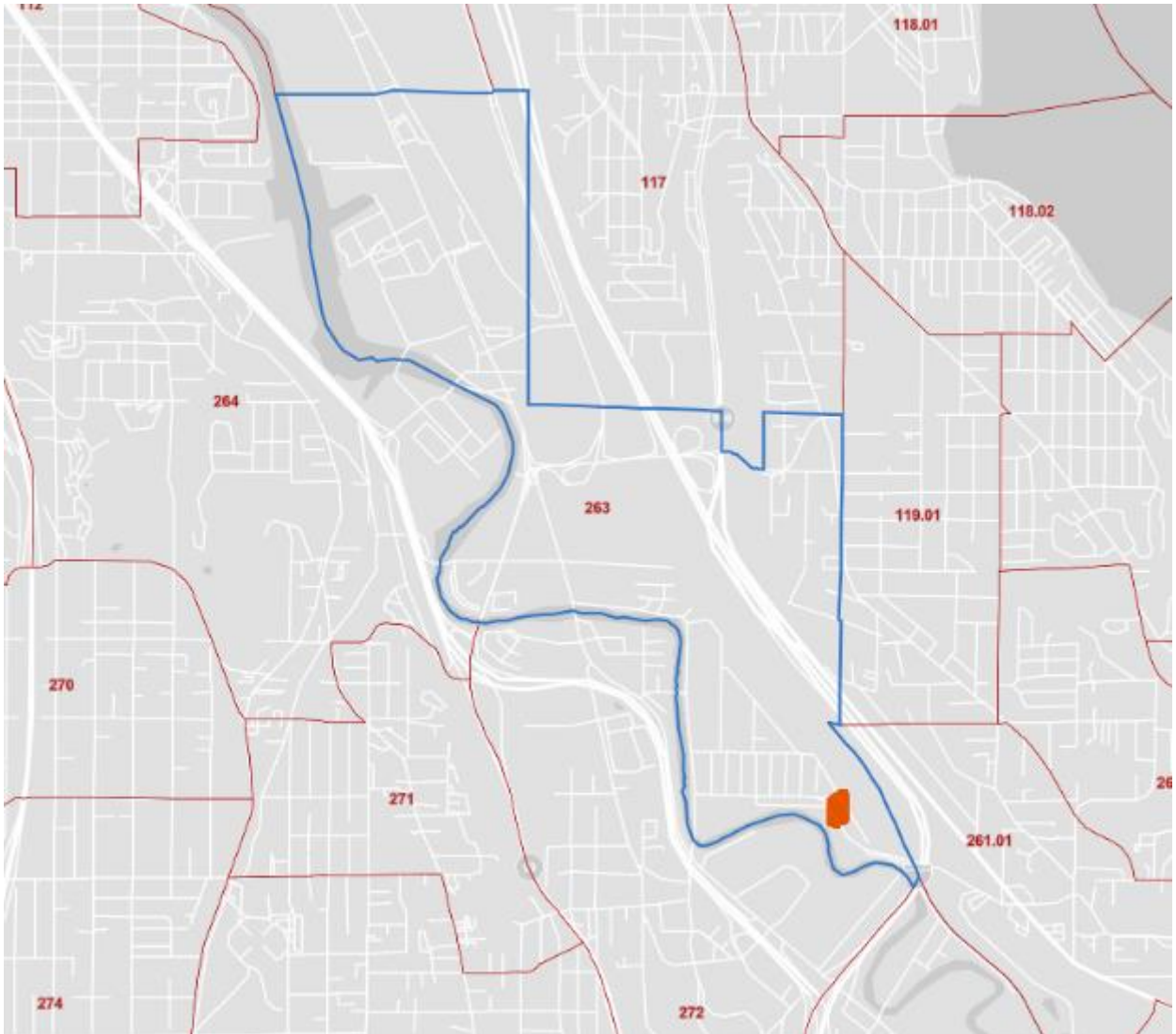
- Enhancing **livability** by reducing traffic speeds and improving road safety. Using revenue from the program to invest in permanent, long-term solutions.
- Improving **accessibility**, particularly for people with disabilities, by ensuring that roads are safer and more predictable, using plain and clear signage, and administering traffic infractions in accessible ways.
- Addressing **impact on economics** by using program revenues towards traffic safety activities in low-income neighborhoods and areas with higher injury crash rates. Also, continuing to use equitable approaches to reducing monetary penalties.
- Addressing **impact on educational opportunities** by creating safer routes for students traveling to and from school. This can positively influence school attendance and overall student wellbeing.
- Addressing **impact on environmental health** by promoting smoother traffic flow, reducing aggressive driving behavior and emissions, and encouraging walking and cycling in areas where marginalized communities experience environmental harm.

Reporting and continued evaluation are required. Cities and counties using traffic cameras must also post an annual report on their websites showing the number of traffic crashes that have occurred at each camera's location, and the number of infraction notices generated from each camera. Starting January 1, 2026, this required annual report must also indicate the percentage of traffic camera revenue used to pay the jurisdiction's camera program costs, and how the jurisdiction used any revenue that exceeded those costs.

The future of Tukwila's traffic safety camera program should benefit all residents equally, enhancing safety without disproportionately burdening any specific group. To that end, future camera placement decisions should be informed by an equity analysis, including data and community engagement with those most impacted by inequities.

ANNEX A

Census Tract 263 - Allentown



The red dot is the approximate proposed location near Codiga Park. 50th PI S and S. 124th St are classified as a Collector Arterials per TMC 9.18.030¹³. A collector arterial is a type of roadway designed to gather traffic from local streets and funnel it to larger, more heavily traveled roads like major arterials or highways. It balances the function of providing access to local properties (like homes and businesses) with the need to move moderate volumes of traffic over longer distances. Collector arterials typically handle more traffic than local streets but

¹³ Tukwila Municipal Code [Link](#)

less than major arterials, serving both residential and commercial areas while connecting neighborhoods to key routes.

ANNEX B

Demographic Data from U.S. Census Tract 263 vs City of Tukwila vs King County¹⁴

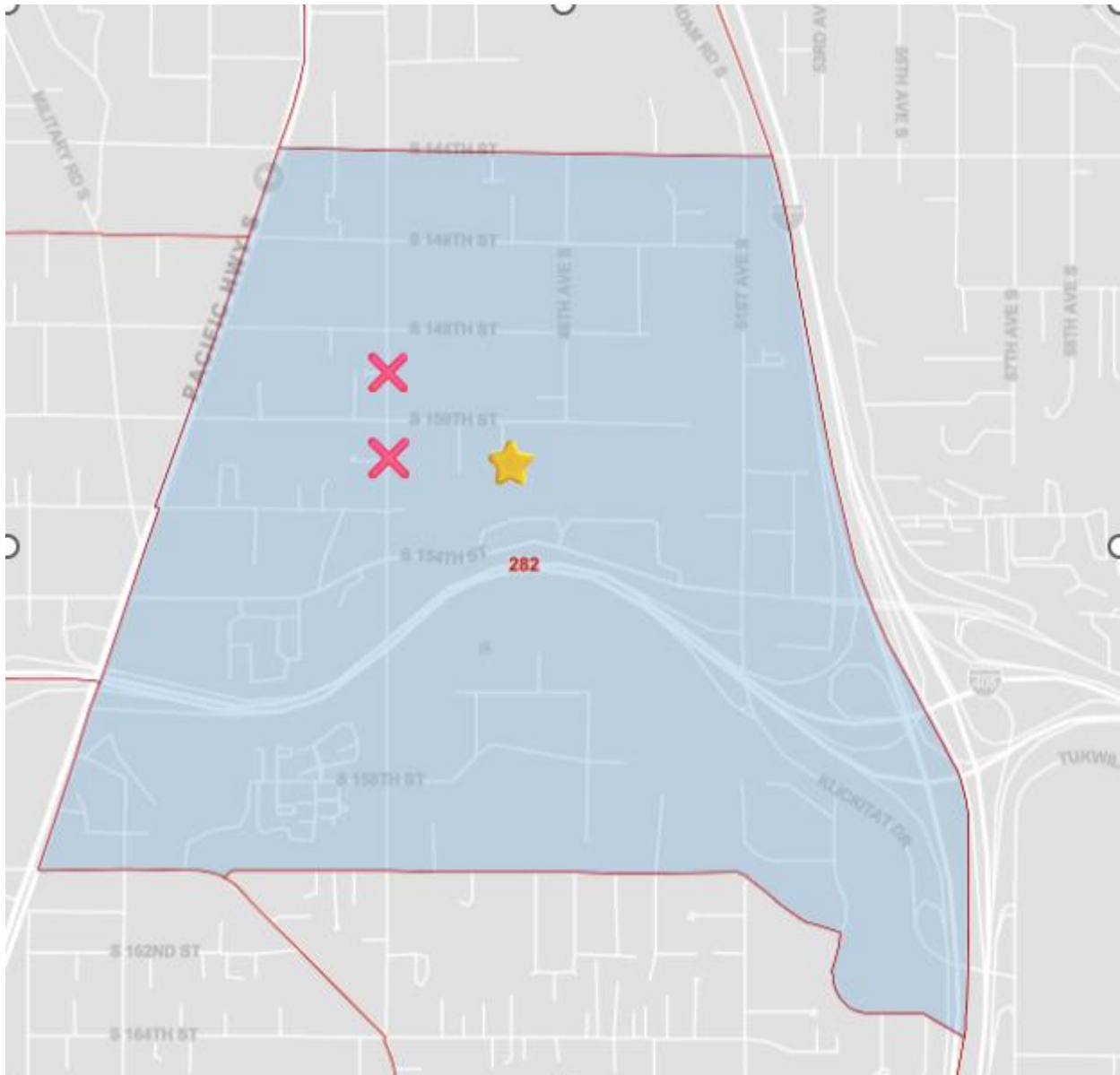
Demographic	Census Tract 263 (Allentown)	City of Tukwila	King County
Race and Ethnicity*			
White	26%	29%	56%
Black/African American	12%	17%	6%
American Indian/Alaska Native	7%	1%	0%
Asian	41%	24%	19%
Native Hawaiian/Pacific Islander	1%	3%	1%
Hispanic	12%	22%	10%
Age			
Percent Under 18 years old	21%	18%	20%
Percent Over 65 years old	12%	11%	14%
Wealth and Income			
Poverty Rate	4%	13.3%	8.5%
Median Household Income	\$83,958	\$76,331	\$116,340
Other Socioeconomic Indicators			
Percent of Residents with Bachelor's or higher	27.3%	25.8%	54.9%
Homeownership Rate	67.0%	42.4%	55.6%

* Margin of error is at least 10 percent of the total value. Take care with these statistics.

¹⁴ Source - <https://censusreporter.org/profiles/14000US53033026300-census-tract-263-king-wa/>

ANNEX C

15000 42nd Ave S – Thorndyke – Census Tract 282¹⁵



The red X's mark the approximate location of the speed cameras. The yellow star is the location of Thorndyke Elementary School. 42nd Ave S is also classified as a Collector Arterial (TMC 9.18.030)¹⁶. Children that walk to Thorndyke Elementary School walk along 42nd Ave S and many must also cross the road from the west.

¹⁵ Source - <https://censusreporter.org/profiles/14000US53033028200-census-tract-282-king-wa/>

¹⁶ Tukwila Municipal Code [Link](#)

ANNEX D

Demographic Data from U.S. Census Tract 282 vs City of Tukwila vs King County¹⁷

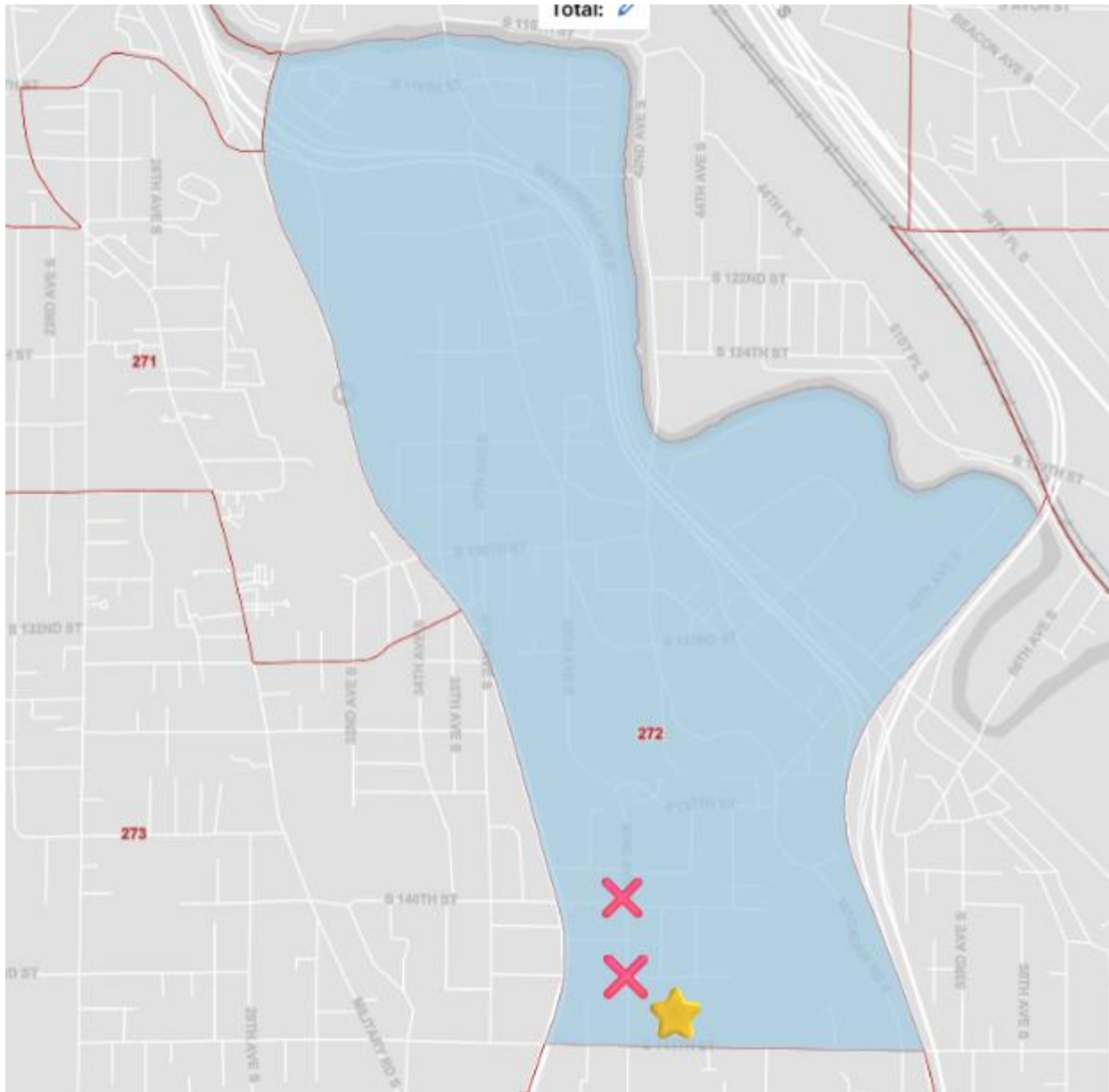
Demographic	Census Tract 282 (Thorndyke)	City of Tukwila	King County
Race and Ethnicity*			
White	31%	29%	56%
Black/African American	22%	17%	6%
American Indian/Alaska Native	0%	1%	0%
Asian	18%	24%	19%
Native Hawaiian/Pacific Islander	4%	3%	1%
Hispanic	23%	12.5%	5.8%
Age			
Percent Under 18 years old	16%	18%	20%
Percent Over 65 years old	18%	11%	14%
Wealth and Income			
Poverty Rate	12.6%	13.3%	8.5%
Median Household Income	\$68,588	\$76,331	\$116,340
Other Socioeconomic Indicators			
Percent of Residents with Bachelor's or higher	26.6%	25.8%	54.9%
Homeownership Rate	44%	42%	56%

¹⁷ Source - <https://censusreporter.org/profiles/14000US53033028200-census-tract-282-king-wa/>

* Margin of error is at least 10 percent of the total value. Take care with this statistic.

ANNEX E

14200 42nd Ave S - US Census Tract 272



The red X's indicate an approximate location for the proposed speed camera locations. The gold star is the location of Foster High School. This is also located on 42nd Ave S which is classified as a Collector Arterial Street.

ANNEX F

Demographic Data from U.S. Census Tract 272 vs City of Tukwila vs King County¹⁸

Demographic	Census Tract 272 (Foster)	City of Tukwila	King County
Race and Ethnicity*			
White	24%%	29%	56%
Black/African American	17%	17%	6%
American Indian/Alaska Native*	0%	1%	0%
Asian	21%	24%	19%
Native Hawaiian/Pacific Islander	5%	3%	1%
Hispanic	24%	22%	10%
Age			
Percent Under 18 years old	21%	18%	20%
Percent Over 65 years old	12%	11%	14%
Wealth and Income			
Poverty Rate	16.4%	13.3%	8.5%
Median Household Income	\$67,240	\$76,331	\$116,340
Other Socioeconomic Indicators			
Percent of Residents with Bachelor's or higher	22.8%	25.8%	54.9%
Homeownership Rate	49%	42%	56%

Based on the data, residents of this census tract have a lower median household income, higher employment rate, and higher home ownership rate than the rest of the City of Tukwila.

¹⁸ Source - <https://censusreporter.org/profiles/14000US53033027200-census-tract-272-king-wa/>

* Margin of error is at least 10 percent of the total value. Take care with these statistics.

RCW 46.63.220 Automated traffic safety cameras—City or county may authorize use—Local legislative authority analysis—Traffic ordinances—Annual reports—Signage—Images—Notice of infraction—Compensation for equipment—Revenue. (1) Nothing in this section prohibits a law enforcement officer from issuing a notice of traffic infraction to a person in control of a vehicle at the time a violation occurs under RCW 46.63.030(1) (a), (b), or (c).

(2) Any city or county may authorize the use of automated traffic safety cameras and must adopt an ordinance authorizing such use through its local legislative authority.

(3) The local legislative authority must prepare an analysis of the locations within the jurisdiction where automated traffic safety cameras are proposed to be located before adding traffic safety cameras to a new location or relocating any existing camera to a new location within the jurisdiction. The analysis must include equity considerations including the impact of the camera placement on livability, accessibility, economics, education, and environmental health when identifying where to locate an automated traffic safety camera. The analysis must also show a demonstrated need for traffic cameras based on one or more of the following in the vicinity of the proposed camera location: Travel by vulnerable road users, evidence of vehicles speeding, rates of collision, reports showing near collisions, and anticipated or actual ineffectiveness or infeasibility of other mitigation measures.

(4) Automated traffic safety cameras may not be used on an on-ramp to a limited access facility as defined in RCW 47.52.010.

(5) A city may use automated traffic safety cameras to enforce traffic ordinances in this section on state highways that are also classified as city streets under chapter 47.24 RCW. A city government must notify the department of transportation when it installs an automated traffic safety camera to enforce traffic ordinances as authorized in this subsection.

(6) (a) At a minimum, a local ordinance adopted pursuant to this section must contain the restrictions described in this section and provisions for public notice and signage. Cities and counties must also post such restrictions and other automated traffic safety camera policies on the city's or county's website. Cities and counties using automated traffic safety cameras before July 24, 2005, are subject to the restrictions described in this section, but are not required to adopt an authorizing ordinance.

(b) (i) Cities and counties using automated traffic safety cameras must post an annual report on the city's or county's website of the number of traffic crashes that occurred at each location where an automated traffic safety camera is located, as well as the number of notices of infraction issued for each camera. Beginning January 1, 2026, the annual report must include the percentage of revenues received from fines issued from automated traffic safety camera infractions that were used to pay for the costs of the automated traffic safety camera program and must describe the uses of revenues that exceeded the costs of operation and administration of the automated traffic safety camera program by the city or county.

(ii) The Washington traffic safety commission must provide an annual report to the transportation committees of the legislature, and post the report to its website for public access, beginning July 1, 2026, that includes aggregated information on the use of automated traffic safety cameras in the state that includes an assessment of the

impact of their use, information required in city and county annual reports under (b)(i) of this subsection, and information on the number of automated traffic safety cameras in use by type and location, with an analysis of camera placement in the context of area demographics and household incomes. To the extent practicable, the commission must also provide in its annual report the number of traffic accidents, speeding violations, single vehicle accidents, pedestrian accidents, and driving under the influence violations that occurred at each location where an automated traffic safety camera is located in the five years before each camera's authorization and after each camera's authorization. Cities and counties using automated traffic safety cameras must provide the commission with the data it requests for the report required under this subsection in a form and manner specified by the commission.

(7) All locations where an automated traffic safety camera is used on roadways or intersections must be clearly marked by placing signs at least 30 days prior to activation of the camera in locations that clearly indicate to a driver either that: (a) The driver is within an area where automated traffic safety cameras are authorized; or (b) the driver is entering an area where violations are enforced by an automated traffic safety camera. The signs must be readily visible to a driver approaching an automated traffic safety camera. Signs placed in automated traffic safety camera locations after June 7, 2012, must follow the specifications and guidelines under the manual of uniform traffic control devices for streets and highways as adopted by the department of transportation under chapter 47.36 RCW. All public transportation vehicles utilizing a vehicle-mounted system must post a sign on the rear of the vehicle indicating to drivers that the vehicle is equipped with an automated traffic safety camera to enforce bus stop zone violations.

(8) Automated traffic safety cameras may only record images of the vehicle and vehicle license plate and only while an infraction is occurring. The image must not reveal the face of the driver or of passengers in the vehicle. The primary purpose of camera placement is to record images of the vehicle and vehicle license plate when an infraction is occurring. Cities and counties must consider installing automated traffic safety cameras in a manner that minimizes the impact of camera flash on drivers.

(9) A notice of infraction must be mailed to the registered owner of the vehicle within 14 days of the violation, or to the renter of a vehicle within 14 days of establishing the renter's name and address under subsection (17) of this section. The notice of infraction must include with it a certificate or facsimile thereof, based upon inspection of photographs, microphotographs, or electronic images produced by an automated traffic safety camera, stating the facts supporting the notice of infraction. This certificate or facsimile is prima facie evidence of the facts contained in it and is admissible in a proceeding charging a violation under this chapter. The photographs, microphotographs, or electronic images evidencing the violation must be available for inspection and admission into evidence in a proceeding to adjudicate the liability for the infraction. A person receiving a notice of infraction based on evidence detected by an automated traffic safety camera may respond to the notice by mail.

(10) The registered owner of a vehicle is responsible for an infraction under RCW 46.63.030(1)(d) unless the registered owner overcomes the presumption in RCW 46.63.075, or, in the case of a rental car business, satisfies the conditions under subsection (17) of

this section. If appropriate under the circumstances, a renter identified under subsection (17)(a) of this section is responsible for an infraction.

(11) Notwithstanding any other provision of law, all photographs, microphotographs, or electronic images, or any other personally identifying data prepared under this section are for the exclusive use of authorized city or county employees, as specified in RCW 46.63.030(1)(d), in the discharge of duties under this section and are not open to the public and may not be used in a court in a pending action or proceeding unless the action or proceeding relates to a violation under this section. No photograph, microphotograph, or electronic image, or any other personally identifying data may be used for any purpose other than enforcement of violations under this section nor retained longer than necessary to enforce this section. Transit authorities must provide to the appropriate local jurisdiction that has authorized traffic safety camera use under RCW 46.63.260(2) any images or evidence collected establishing that a violation of stopping, standing, or parking in a bus stop zone has occurred for infraction processing purposes consistent with this section.

(12) If a county or city has established an automated traffic safety camera program as authorized under this section, the compensation paid to the manufacturer or vendor of the equipment used must be based only upon the value of the equipment and services provided or rendered in support of the system and may not be based upon a portion of the fine or civil penalty imposed or the revenue generated by the equipment. If the contract between the city or county and manufacturer or vendor of the equipment does not provide for performance or quality control measures regarding camera images, the city or county must perform a performance audit of the manufacturer or vendor of the equipment every three years to review and ensure that images produced from automated traffic safety cameras are sufficient for evidentiary purposes as described in subsection (9) of this section.

(13)(a) Except as provided in (d) of this subsection, a county or a city may only use revenue generated by an automated traffic safety camera program as authorized under this section for:

(i) Traffic safety activities related to construction and preservation projects and maintenance and operations purposes including, but not limited to, projects designed to implement the complete streets approach as defined in RCW 47.04.010, changes in physical infrastructure to reduce speeds through road design, and changes to improve safety for active transportation users, including improvements to access and safety for road users with mobility, sight, or other disabilities; and

(ii) The cost to administer, install, operate, and maintain the automated traffic safety cameras, including the cost of processing infractions.

(b) Except as provided in (d) of this subsection:

(i) The automated traffic safety camera program revenue used by a county or city with a population of 10,000 or more for purposes described in (a)(i) of this subsection must include the use of revenue in census tracts of the city or county that have household incomes in the lowest quartile determined by the most currently available census data and areas that experience rates of injury crashes that are above average for the city or county. Funding contributed from traffic safety program revenue must be, at a minimum, proportionate to the share of the population of the county or city who are residents of

these low-income communities and communities experiencing high injury crash rates. This share must be directed to investments that provide direct and meaningful traffic safety benefits to these communities. Revenue used to administer, install, operate, and maintain automated traffic safety cameras, including the cost of processing infractions, are excluded from determination of the proportionate share of revenues under this subsection (13)(b); and

(ii) The automated traffic safety camera program revenue used by a city or county with a population under 10,000 for traffic safety activities under (a)(i) of this subsection must be informed by the department of health's environmental health disparities map.

(c) Except as provided in (d) of this subsection, beginning four years after an automated traffic safety camera authorized under this section is initially placed and in use after June 6, 2024, 25 percent of the noninterest money received for infractions issued by such cameras in excess of the cost to administer, install, operate, and maintain the cameras, including the cost of processing infractions, must be deposited into the Cooper Jones active transportation safety account created in RCW 46.68.480.

(d)(i)(A) Jurisdictions with an automated traffic safety camera program in effect before January 1, 2024, may continue to allocate revenue generated from automated traffic safety cameras authorized under RCW 46.63.230 and 46.63.250(2)(c) as determined by the jurisdiction, as well as for the purposes established in (a) through (c) of this subsection, by:

(I) Up to a 10 percent increase in the number of traffic safety camera locations authorized to detect violations for automated traffic safety cameras authorized under RCW 46.63.230; and

(II) Up to a 10 percent increase in the number of traffic safety camera locations authorized to detect violations for automated traffic safety cameras authorized under RCW 46.63.250(2)(c).

(B)(I) Any automated traffic safety camera program in effect before January 1, 2024, with fewer than 10 traffic safety camera locations for automated traffic safety cameras authorized under RCW 46.63.230, which adds automated traffic safety cameras to one additional location for the use of cameras authorized under RCW 46.63.230, may continue to allocate revenue generated from automated traffic safety cameras authorized under RCW 46.63.230 as determined by the jurisdiction, as well as for the purposes established in (a) through (c) of this subsection.

(II) Any automated traffic safety camera program in effect before January 1, 2024, with fewer than 10 traffic safety camera locations for automated traffic safety cameras authorized under RCW 46.63.250(2)(c) as of January 1, 2024, which adds automated traffic safety cameras to one additional location for the use of cameras authorized under RCW 46.63.250(2)(c), may continue to allocate revenue generated from automated traffic safety cameras authorized under RCW 46.63.250(2)(c) as determined by the jurisdiction, as well as for the purposes established in (a) through (c) of this subsection.

(C) For the purposes of this subsection (13)(d)(i), a location is:

(I) An intersection for automated traffic safety cameras authorized under RCW 46.63.230 where cameras authorized under RCW 46.63.230 are in use; and

(II) A school speed zone for automated traffic safety cameras authorized under RCW 46.63.250(2)(c) where cameras authorized under RCW 46.63.250(2)(c) are in use.

(ii) The revenue distribution requirements under (a) through (d)(i) of this subsection do not apply to automated traffic safety camera programs in effect before January 1, 2024, for which an ordinance in effect as of January 1, 2024, directs the manner in which revenue generated from automated traffic safety cameras authorized under RCW 46.63.230 or 46.63.250(2)(c) must be used.

(14) A county or city may adopt the use of an online ability-to-pay calculator to process and grant requests for reduced fines or reduced civil penalties for automated traffic safety camera violations.

(15) Except as provided in this subsection, registered owners of vehicles who receive notices of infraction for automated traffic safety camera-enforced infractions and are recipients of public assistance under Title 74 RCW or participants in the Washington women, infants, and children program, and who request reduced penalties for infractions detected through the use of automated traffic safety camera violations, must be granted reduced penalty amounts of 50 percent of what would otherwise be assessed for a first automated traffic safety camera violation and for subsequent automated traffic safety camera violations issued within 21 days of issuance of the first automated traffic safety camera violation. Eligibility for medicaid under RCW 74.09.510 is not a qualifying criterion under this subsection. Registered owners of vehicles who receive notices of infraction must be provided with information on their eligibility and the opportunity to apply for a reduction in penalty amounts through the mail or internet.

(16) Infractions detected through the use of automated traffic safety cameras are not part of the registered owner's driving record under RCW 46.52.101 and 46.52.120. Additionally, infractions generated by the use of automated traffic safety cameras under this section must be processed in the same manner as parking infractions, including for the purposes of RCW 3.50.100, 35.20.220, 46.16A.120, and 46.20.270(2). The amount of the fine issued for an infraction generated through the use of an automated traffic safety camera may not exceed \$145, as adjusted for inflation by the office of financial management every five years, beginning January 1, 2029, based upon changes in the consumer price index during that time period, but may be doubled for a school speed zone infraction generated through the use of an automated traffic safety camera.

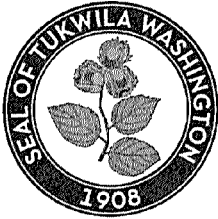
(17) If the registered owner of the vehicle is a rental car business, the issuing agency must, before a notice of infraction being issued under this section, provide a written notice to the rental car business that a notice of infraction may be issued to the rental car business if the rental car business does not, within 18 days of receiving the written notice, provide to the issuing agency by return mail:

(a) A statement under oath stating the name and known mailing address of the individual driving or renting the vehicle when the infraction occurred; or

(b) A statement under oath that the business is unable to determine who was driving or renting the vehicle at the time the infraction occurred because the vehicle was stolen at the time of the infraction. A statement provided under this subsection must be accompanied by a copy of a filed police report regarding the vehicle theft; or

(c) In lieu of identifying the vehicle operator, the rental car business may pay the applicable penalty. Timely mailing of this

statement to the issuing agency relieves a rental car business of any liability under this chapter for the notice of infraction. [2024 c 307 s 2.]



Tukwila City Council Committee of the Whole Meeting

Hybrid Meeting (On-site and Virtual)

January 13, 2025 - 7:00 P.M.

MINUTES

COMMITTEE OF THE WHOLE

CALL TO ORDER/PLEDGE OF ALLEGIANCE

Council President Sharp called the Tukwila City Council meeting to order at 7:00 p.m. and led the audience in the Pledge of Allegiance.

OFFICIALS

Present at the meeting were Council President Tosh Sharp (on-site); Councilmembers De'Sean Quinn (remote), Mohammed Abdi (on-site), Armen Papyan (on-site), Jovita McConnell (on-site), Dennis Martinez (on-site) and Hannah Hedrick (on-site).

CITY OFFICIALS

Thomas McLeod, Mayor; Marty Wine, City Administrator; Pete Mayer, Deputy City Administrator/Acting Public Works Director; Derek Speck, Economic Development Administrator; Brandon Miles, Director of Strategic Initiatives and Government Relations; Nora Gierloff, Community Development Director; Aaron BeMiller, Finance Director; Tony Cullerton, Deputy Finance Director; Eric Drever, Police Chief; Eric Lund, Deputy Police Chief; Joel Bush, Technology & Innovation Services Director; Griffin Lerner, Public Works Analyst; Laurel Humphrey, Legislative Analyst; Andy Youn, City Clerk; Jennifer Marshall, Deputy City Clerk.

LAND ACKNOWLEDGEMENT

Councilmember Abdi stated "The City of Tukwila is located on the ancestral lands of the Coast Salish people. We acknowledge their continuing connections to land, waters and culture. We pay our respects to their elders past, present and emerging."

PUBLIC COMMENTS

Sharon Mann spoke in support of the proposed Newporter Property sale, which she believes will increase livability along the Tukwila International Boulevard.

SPECIAL ISSUES

a. Federal Advocacy update and briefing.

David Hodges, Partner/Public Affairs; Joel Ruben, Partner/Federal Affairs (remote); and Kamron Brant, Associate/ Federal Affairs from CFM Advocates introduced themselves and their work histories; they also overviewed general current federal issues and upcoming advocacy opportunities.

Councilmembers asked clarifying questions regarding immigration, potential infrastructure funding, public health, and housing.

7:49 p.m. Councilmember Abdi exited the Council Chambers
7:54 p.m. Councilmember Abdi returned to the Council Chambers

b. Automated traffic safety cameras equity analysis

Eric Lund, Deputy Chief of Police, reviewed the Speed Camera Equity Analysis as required per RCW 46.63.220(3) for the three proposed locations for speed cameras (near Codiga Park, Foster High School, and Thorndyke Elementary School).

Councilmembers expressed support for these locations and asked questions regarding the timing of their installation, the potential for speed cameras at all schools within the city, and the financial impact of this program.

c. Update on sale of Newporter Parcel

Derek Speck, Economic Development Administrator, reviewed the preliminary proposal for the sale of the Newporter Parcel located at 14840 Tukwila International Boulevard. He requested feedback related to Council's interest in adjusting the height limitations along Tukwila International Boulevard, decreasing parking requirements, and expanding the Multi-Family Tax Exemption (MFTE) program to this area. It was noted Council could direct staff to negotiate this offer, continue marketing the site, or leave site alone for now.

Councilmembers expressed interest in continuing the negotiations and potentially allowing modifications to the height and parking restrictions as well as expanding the MFTE to this area.

8:51 p.m.	Councilmember McConnell exited the Council Chambers
8:54 p.m.	Councilmember McConnell returned to Council Chambers
8:55 p.m.	Councilmember Abdi exited the Council Chambers
8:59 p.m.	Councilmember Abdi returned to Council Chambers
9:00 p.m.	Councilmember Martinez exited the Council Chambers
9:04 p.m.	Councilmember Martinez returned to Council Chambers

REPORTS

a. Mayor

Mayor McLeod will be in Washington D.C. beginning January 14th for the Mayors Innovation Project followed by the United States Conference of Mayors.

b. City Council

Councilmember Quinn noted he is not in physical attendance as he is recovering from a surgery and plans to be in-person at the next meeting.

Councilmember Pappan attended the memorial service for King County Metro Transit Operator Shawn Yim. He referenced the current fires in California and the importance of investing money in resilient infrastructure.

Councilmember McConnell attended Sound Cities Association and noted the need for increased diversity on the boards and committees. She also attended Mr. Yim's service and expressed her desire to advocate for additional responder protections. She attended the 2025 Charity Cup hockey game between South Sound Police and Puget Sound Fire (PSF).

Councilmember Martinez attended meetings centering on public safety during the past week including with Cascade Water Alliance, Amalgamated Transit Union 587, and labor officials. He also attended Mr. Yim's memorial.

Councilmember Hedrick also attended Mr. Yim's memorial and the 2025 Charity Cup. She shared the behavior and mental health issues need to be addressed in addition to putting up additional protections.

c. Staff

There was no report.

MISCELLANEOUS

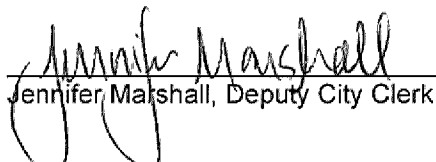
Councilmember Papyan shared his desire to have a holiday event for the City of Tukwila, similar to Snowflake Lane in Bellevue or Renton's Holiday Light Show. He asked regarding Council interest to pursue this idea. Consensus existed to refer this item to a Committee for further discussion.

Councilmember McConnell expressed appreciation for the Police Department and their unwavering commitment to keeping the community safe.

Councilmember Martinez emphasized the importance of proper preparations for inclement weather including monitoring tire pressure as the cold weather can cause a decrease in the pressure.

ADJOURNMENT

9:31 P.M. COUNCIL PRESIDENT SHARP DECLARED THE COMMITTEE OF THE WHOLE MEETING ADJOURNED.


Tosh Sharp, Council President
Jennifer Marshall, Deputy City Clerk

APPROVED BY COUNCIL PRESIDENT: 01/27/25
AVAILABLE ON THE CITY WEBSITE: 01/28/25

Tukwila Police Department

Community Services and Safety Committee

Quarterly Information Brief

First Quarter, 2025



FIRST QUARTER 2025 HIGHLIGHTS

Staffing



- New Lateral Officer
- Tiffanie Cox

- Ongoing Recruitment Efforts, Oral Boards and Interviews Conducted
- Three Academy Graduations



- Trey Cisne
- Marissa Elkinson
- LayMarra Barker

Recognition

- Employees Of The Quarter (4th quarter)
- Officer Maria Garcia
- Detective Erik Kunsmann

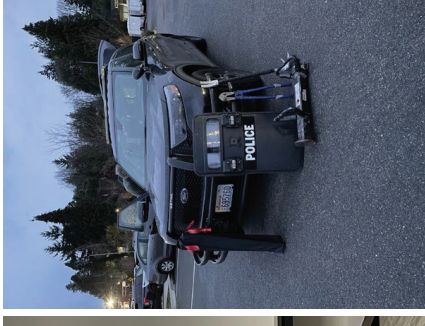
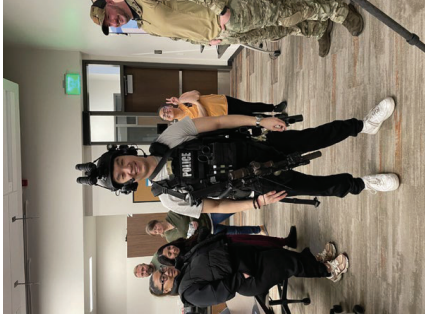


FIRST QUARTER 2025 HIGHLIGHTS

Community Engagement

- Community Engagement
 - Meetings:
 - Riverton Park Church
 - COPCAB
 - Mall Management
 - Tukwila School District
 - King County Library System
 - Hot Spots
 - Q&A With SHAG Community
 - Great American Casino

- Community Events
 - Multi-Agency Polar Plunge
 - Police Community Academy



FIRST QUARTER 2025 HIGHLIGHTS

❑ Significant Operations & Events

- Regional Partnership
 - Valley Chiefs Valley Chiefs’ executive meetings (VNET, SWAT, VIIT, SCORE, PSATT)
 - King County Police Chiefs and Sheriff Assoc.
 - Statewide VIIT / Valley VIIT
 - Sound Health Co-Responder Program
 - Gun Violence Task Force
 - Presidential Inauguration Day
 - Washington Organized Retail Crime Association
 - King County Regional Transit Safety Task Force
- Department Meetings/Events
 - PD Leadership Meeting
 - Officer Brian Hunter’s Memorial
- Special Emphasis
 - Homeless Camp Cleanup
 - Retail Emphasis
 - Narcotics Trafficking
- Flock Automated License Plate Reader Cameras
- Use Of Force Updates
- Public Disclosure Requests

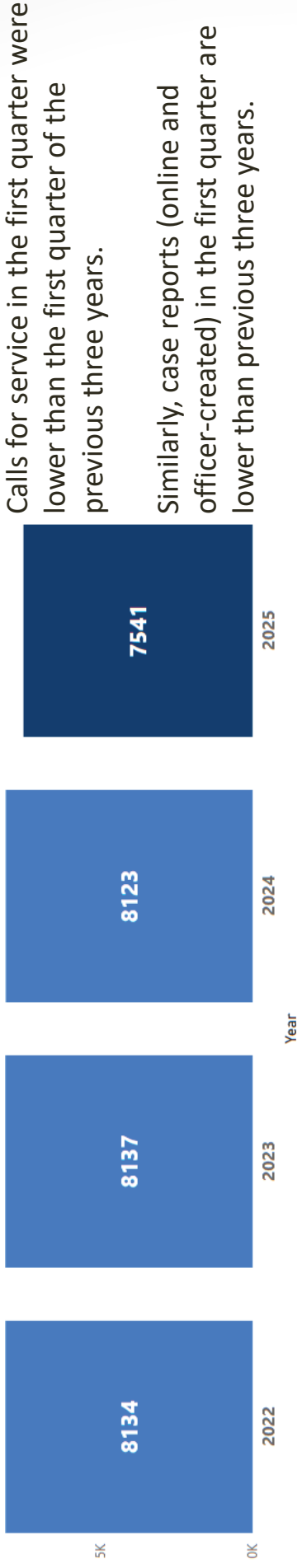




FIRST QUARTER 2025 CRIME STATISTICS

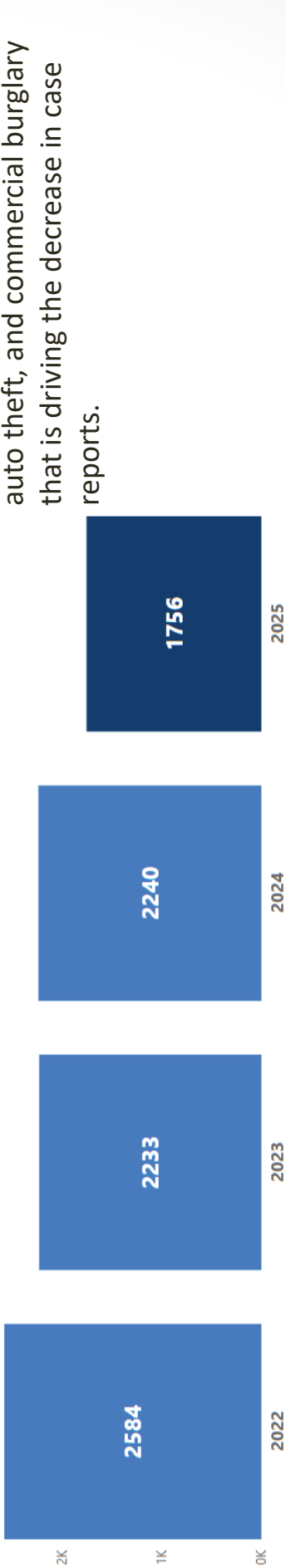
Calls for Service by Quarter

10K



Case Reports by Quarter

3K





Questions?



INFORMATIONAL MEMORANDUM

TO: Community Services & Safety Committee
CC: Thomas McLeod, City of Tukwila Mayor
FROM: Kris Kelly, Parks & Recreation Director
BY: David Rosen, Parks & Recreation Analyst
DATE: April 8, 2025
SUBJECT: Tukwila Arts Commission 2025 Spring Update

BACKGROUND

The Tukwila Parks & Recreation Department, as the liaison department to the Tukwila Arts Commission, intends to update the Community Services and Safety Committee on the commission's current operations, work planning, projects, upcoming events and programming, as well as highlights of work done so far in Fiscal Year 2025.

The staff member assigned to the Tukwila Arts Commission as the city liaison is Michael May, the Tukwila Parks & Recreation Department's Communications Manager.

DISCUSSION

2025 highlights will be shared from across Parks & Recreation's operations as they pertain to Arts & Culture programming and offerings. Our department continues to be extremely proud of our staff's continuous and dedicated efforts in serving our community as well as the efforts made by the Tukwila Arts Commission members to advance arts and culture throughout our community.

Work continues throughout the organization and in concert with the Arts Commission to strategically determine the optimal arts and cultural programming offerings and investments that will best serve the Tukwila community.

Staff welcomes questions and discussion.

FINANCIAL ANALYSIS

N/A

RECOMMENDATION

Briefing only.

ATTACHMENTS

A --- Tukwila Arts Commission 2025 Spring Update Presentation (PDF)

2025
Tukwila Arts
Commission
Spring Update

Tukwila's Public Art Program Will

Create Community

Develop Tukwila's Unique Identity

Celebrate Tukwila's Diversity

2024 Strategic Arts Plan



TUKWILA
PARKS & RECREATION
GOOD HEALTHY FUN



In 2022 the Tukwila Arts
Commission embarked
on the creation of a new
Strategic Arts Plan.

***Three 2-hour
community listening
sessions form the
heart of our plan.***

By 2033, as a result of
arts and culture,
Tukwila...

... is a community where art is visible and all community members have access to safe, affordable, creative opportunities.

... is a place where the arts connect people to the natural environment and build a spirit of stewardship that honors our ecological diversity.

... is a place where artists and arts organizations thrive and their contributions are valued and supported.

... is a place where all peoples and cultures belong and their artistic spirit builds connections across our city.

... is an art- forward community that brings in new tourism and economic development.

... has sustainable funding streams and policies that ensure equitable arts access for all.



**In 3 years, as a result of
our work, we want to
see in place...**



imagine, create & express.
CITY OF TUKWILA PUBLIC ART PROGRAM

ARTS VENUE PARTNERSHIPS

PUBLIC ART PROGRAM THAT HONORS THE RIVER

ANNUAL SIGNATURE ARTS EVENT

ARTS INTEGRATED INTO CITY SYSTEMS & PROCEDURES

ESTABLISHED & ONGOING PUBLIC ART PROGRAMS

PROCESSES & PROCEDURES FOR FUNDING & GRANTMAKING

ROBUST & ENGAGED COMMUNITY NETWORK

SUSTAINED SUPPORT FOR ARTS IN SCHOOLS

In the 1.5 years we have accomplished the following...



imagine, create & express.
 CITY OF TUKWILA PUBLIC ART PROGRAM



ARTS VENUE PARTNERSHIPS

Commission members have held discussions with Westfield Southcenter about activating vacant space and creating art pop-ups.



ANNUAL SIGNATURE ARTS EVENT

Conceptual plan underway for event on Baker Boulevard and Andover Park East. First event to be held in 2026.



ESTABLISHED & ONGOING PUBLIC ART PROGRAMS

Portrait Honoring Project pilot launched. Portraits of Tukwila residents of consequence will be nominated. The Rev. Jan Bolerjack is the first portrait.



PROCESSES & PROCEDURES FOR FUNDING & GRANTMAKING

Concept for grant program developed. Execution will require city support.



SUSTAINED SUPPORT FOR ARTS IN SCHOOLS

Teen Art Collective will launch in Fall 2025. Ten Tukwila Teens will spend the year together on an agreed upon art project that will culminate in a spring showing of their art.

